

**MEMORANDUM
OF
UNDERSTANDING**

BETWEEN

**FRESNO COUNTY DEPUTY
PROBATION OFFICERS
ASSOCIATION**

(UNIT 11)

AND

THE COUNTY OF FRESNO

FEBRUARY 24, 2020 – FEBRUARY 20, 2022

UNIT 11

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INTRODUCTION/PURPOSE

We, the Undersigned, duly appointed representative of the County of Fresno, hereinafter referred to as "County" and Fresno County Deputy Probation Officers Association, Unit 11, hereinafter referred to as "Association", having met and conferred in good faith, do hereby jointly prepare and execute the following written Memorandum of Understanding (MOU) for Representation Unit 11. It is the purpose of the MOU to promote and provide for harmonious relations, cooperation, and understanding between management and the employees covered herein and to provide an orderly and equitable means of resolving any misunderstandings or differences which may arise under this MOU.

SALARIES

<u>Classification</u>	<u>Current Bi-Weekly Salary Range</u>	<u>2% Increase Effective 2/24/20</u>	<u>5 Step Conversion Effective 6/29/20</u>
Deputy Probation Officer I	1548	1579	1661
Deputy Probation Officer II	1832	1869	1966
Deputy Probation Officer III	2065	2106	2217
Deputy Probation Officer IV	2282	2328	2450

RECOGNITION

Pursuant to the provisions of the Fresno County Employee Relations Ordinance, the certification of the Fresno County Civil Service Commission, and appropriate State law, the County hereby recognizes the Association as the exclusive representative for the classifications of Deputy Probation Officer I, Deputy Probation Officer II, Deputy Probation Officer III and Deputy Probation Officer IV.

Should any classification be certified for inclusion by the Fresno County Civil Service Commission during the term of this MOU, the Employee Relations Ordinance, section 3.12.240 governs.

REPRESENTATIVE ACCESS

Authorized Association representatives will be granted reasonable access to work locations, with the approval of the appropriate management representative for the purpose of conducting grievance investigations, disciplinary processes, and observing working conditions.

RELEASE TIME

The Association may request that a reasonable number of employees, who serve as official representatives of the Association, be released from work, with prior department head approval, without loss of compensation when meeting and conferring with the County where matters within the scope of representation are being considered.

The Association shall submit a written request for release time to the department head, or designee, at least seventy-two (72) hours in advance of the meeting. The use of County time for this purpose shall not be excessive, nor shall it interfere with the performance of County services as determined by the department head.

BULLETIN BOARDS

The County shall provide space for and permit the installation of Association bulletin boards (or provide reasonable space on County bulletin boards) for official Association notices at each central work location. Such bulletin boards shall be maintained in accordance with provisions of the County Employee Relations Ordinance.

No such bulletin boards shall be located in areas frequented by the public doing business with the County as determined by the County.

MEETING PLACE

The County, at the Association's request, shall reasonably make available conference rooms and other meeting areas for the purpose of holding Association meetings during off-duty time periods provided space can be made available without interfering with County needs. The Association shall provide timely advance notice (72 hours) of such meetings. The Association also agrees to pay any additional cost of security, supervision, damage, and cleanup and shall comply with County regulations for assignment and use of such facilities.

WORK SCHEDULES

The regular day shift will consist of eight (8) working hours between 5:00 a.m. and 7:00 p.m. as scheduled by the department head or his/her designee. No shift differential shall be paid when the entire eight (8) hour shift falls between these hours.

Program and/or caseload needs may necessitate that management assign a Deputy Probation Officer (DPO) to a shift other than one which falls within the defined day shift. This could also affect scheduled days off. Except in cases of emergency which would necessitate a lesser notice, as determined by the Chief Probation Officer, management will give a minimum of three (3) weeks notice to the affected employee(s) when their shift and/or days off are to be changed. Shift assignment to a shift (other than defined day shift) shall first be solicited by management from qualified volunteers.

In the event management cannot make a selection, DPOs will be assigned based on management's determination of the most qualified person for the assignment.

Employees will be scheduled under the provisions of this article up to a maximum of two (2) years. After eighteen (18) months, the employee can request reassignment. Upon receipt of such notification, management will begin the reassignment process. Reassignment will occur no later than the end of the two (2) year period. The employee may opt to stay in his/her assignment beyond the two (2) year period of time. An employee will not be involuntarily reassigned under the provisions of this article for a twenty-four (24) month period after the completion of a involuntary assignment. This shall not apply to the current reassignment process which occurs within the defined regular day shift.

SHIFT PREMIUM

An employee, who by assignment or by rotation works a **regular** shift, any portion of which occurs between the hours of 7:00 p.m. and 5:00 a.m. is eligible for shift premium and shall be paid, in addition to the basic compensation, a six percent (6%) premium for all work hours which occur after 7:00 p.m., and before 5:00 a.m. There shall be no shift premium paid during periods of Annual Leave, vacation/sick leave, holiday time off, and periods of temporary reassignment to work hours excluded from shift premium.

Whenever an employee who is **eligible** for shift premium, as defined above, is required to perform overtime work between the hours of 7:00 p.m. and 5:00 a.m., such employee's basic compensation plus the shift premium will be used in determining any cash payment for overtime hours worked.

An employee whose regular eight (8) hour shift begins **and** concludes between 5:00 a.m. and 7:00 p.m. shall not be eligible for shift premium for any regular or overtime hours worked, even if the overtime hours occur prior to 5:00 a.m. or extend beyond 7:00 p.m. Exception: if any employee who works a regular day shift performs an **entire** overtime shift that begins or concludes between the hours of 7:00 p.m. and 5:00 a.m., he/she is eligible for shift premium for that overtime shift for all work hours which occur after 7:00 p.m. and before 5:00 a.m. Additionally, employees working a regular day shift flexible work schedule which extends into the hours of 7:00 p.m. to 5:00 a.m. shall not be eligible for shift premium.

OVERTIME

Compensation

All employees covered by this MOU shall be paid at the rate of time and one-half (1½) for overtime worked. In determining whether or not overtime hours have been worked, only productive work hours (actual hours worked) shall apply. Overtime is authorized work performed by employees in excess of eight (8) hours a day or over forty (40) hours in a work week. Overtime shall be paid at time and one-half (1½) of the employee's base rate of pay ("County Overtime") unless the overtime meets the definition of overtime under the provisions of FLSA. In the latter instance, overtime shall be calculated at a rate of one and one-half (1½) times the employee's regular rate of pay as defined by the provision of FLSA ("FLSA" Overtime). Should the calculated "FLSA" overtime be greater than the calculated "County" overtime, an adjusting entry (earn code 90-FLSA OT) shall be made.

Overtime shall also include all authorized consecutive hours worked over eight (8) which extend a shift into a new day. Hours worked immediately preceding a shift that extends into a new day would also be considered overtime. However, overtime paid in this setting shall not be included in any overtime/double-time overtime computation for regularly assigned work hours on the new day.

Compensatory Time Off

Employees may choose to accrue compensatory time off for overtime hours worked. Employees may accrue a combined maximum of compensatory time off (CTO) and holiday balances up to a maximum of sixty (60) hours (24 of which may be holiday accrual). Employees may request to be

paid in cash at any time for accrued hours. Use of CTO shall be at a time mutually agreed upon by the employee and department head or his/her representative. CTO and holiday balances may be paid off annually in cash at a time selected by the department head at his/her discretion.

Employees shall not be allowed to accrue any additional hours until their combined hours fall below the maximum sixty (60) hours. Additionally, prior to any promotion or departmental transfer, employees must either cash out or use all accrued CTO and Holiday Time Off balances.

Eighth Consecutive Day

Should employees of this Unit be scheduled by management to work more than seven (7) consecutive work days, commencing on the eighth (8th) day, the employee will be compensated at two (2) times his/her regular hourly rate for overtime hours worked until such time as two (2) consecutive days off are received.

This payment shall only apply when the employee has been scheduled by management and ordered to work more than seven (7) consecutive work days and does not apply when the work is as a result of the employee volunteering.

To clarify which employees are volunteers, each current employee shall be provided a form upon which to waive eighth (8th) day overtime eligibility. Employees may either complete the form (thereby indicating waiver) or discard it. Employees who return the signed form shall not be entitled to double-time overtime pay for the eighth (8th) consecutive day worked nor days thereafter.

The above pay may not be applicable as determined by management in cases of a local or state of emergency as specified in Chapter 2.44 of the Fresno County Ordinance Code.

Assignment

In the event management determines the need to order overtime, employees shall be selected based on management's determination of who would best meet the department's need for the specified overtime assignment. Management will make every effort to consider volunteer requests first, providing the volunteers are qualified (as determined by management) to perform the assignment.

STANDBY

The parties agree to the terms and conditions regarding Standby compensation as set forth below:

1. Standby is defined as any time outside of an employee's normally scheduled work hours where the employee is scheduled or designated for Standby assignment. Standby for AB109 Post Release Community Supervision (PRCS) Offender Violation Booking Process is a prescheduled standby pay and shall be paid through the designated AB109 fund;

2. When on Standby assignment, the employee shall remain available by telephone (e.g. mobile) and/or as designated by management and have access to the necessary equipment (e.g. computer). Further, the employee shall be in fit condition to perform assigned duties, and shall refrain from any activities which may impair the employee's ability to receive and to respond to calls;
3. Employees scheduled or designated for Standby assignment shall be compensated at the rate of \$5.00 per hour. Overtime cannot be earned concurrently with Standby Pay. Additionally, compensation for calls received and responded to shall be at one and one half (1 ½) times the normal rate of pay for work performed in fifteen (15) minute intervals. The maximum number of fifteen (15) minute intervals in an hour shall be four (4). Two (2) or more calls addressed within fifteen (15) minutes shall be considered one (1) fifteen (15) minute interval; compensation for phone calls shall be earned concurrently with Standby Pay.
4. Employees scheduled or designated for Standby assignment are not considered to be prescheduled by management to work more than seven (7) consecutive work days. Therefore, the period of time spent by an employee on Standby assignment and the actual time worked by an employee as a result of a Standby assignment, shall not be included in the seven (7) consecutive work day period described in the Overtime provisions within this MOU.

Management reserves the right and authority to discontinue Standby at any time. A two (2) week notice, if practicable, shall be given to the impacted employee(s). Such discontinuance shall not be appealable or subject to grievance.

ALTERNATIVE WORK SCHEDULES – ADULT COMPLIANCE TEAM

In recognition of the Public Safety Realignment Act as outlined in AB 109 effective October 1, 2011, and the requisite participation of two (2) Deputy Probation Officers in the Adult Compliance Team (ACT), the parties agree to the terms and conditions regarding an Alternative Work Schedule (AWS) as required by the ACT and as set forth effective May 28, 2012:

The parties acknowledge and understand that the AWS shall consist of four (4) 10-hour workdays per 7-day workweek (i.e. 80 hours per 14-day pay period); however, due to the distinctive work requirements of the ACT for which the AWS is necessary, the AWS may be subject to variation in the specific workdays and starting/ending times within a given 7-day workweek to meet the needs of the ACT but must remain within the four (4) 10-hour days per workweek parameter;

The Probation Department shall submit a memo to Human Resources – Labor Relations identifying the name of the employee(s) assigned to the ACT and subject to the AWS. Upon review and approval, Labor Relations shall execute an AWS agreement with the Deputy Probation Officers Association;

The AWS shall be governed by this Article. It is acknowledged and understood that County overtime shall only be paid for authorized work performed in excess of ten (10) hours in a day or forty (40) hours in a 7-day workweek. Furthermore, the employee(s) shall be paid for holidays

worked or taken (including holidays falling on a regular day off) as specified within the Holidays Article. Lastly, the employee(s) shall not be eligible for shift premium;

Management reserves the right and authority to discontinue this AWS at any time. A 2-week notice, if practicable, shall be given to the impacted employee(s). Such discontinuance shall not be appealable nor grievable;

The AWS shall be effective through the term of the MOU pending continuance of necessary funding.

DUES AND DEDUCTIONS

The Association may have the regular dues of its bargaining unit members deducted from their paychecks under procedures as follows:

The Association is solely responsible for distributing to, and collecting from, employees the dues deduction authorization forms. It is the employees' responsibility to submit requests to start or stop dues deductions directly to the Association and not to the County. The Association is responsible for maintaining the dues deduction forms from individual employees. Copies of an individual employee's dues deduction authorization need not be provided to the County unless a dispute arises about the existence or terms of the authorization. Questions regarding Association membership, dues amounts, and payroll deductions must be directed to the Association and not the County.

The Association will provide to the County an updated, certified dues deduction list of bargaining unit members who have provided written authorization for regular dues deductions. The County will deduct dues for only those employees who are in the bargaining unit in accordance with such certified list. The Association will immediately notify the County of any change to an employee's dues deduction, including starting and stopping dues deductions, or validly cancelling or revoking a dues deduction authorization, and will provide the County within one business day, an updated, certified dues deduction list noting any specific changes from the last list provided to the County. The County will implement the change(s) in the pay period following the County's receipt of such notification. The Association will pay the County's standard administrative fees for payroll deductions. Following the County's deductions of these administrative fees, the County will electronically transmit the balance of funds to the Association no later than thirty (30) days after the deductions occur.

The Association shall indemnify, defend, and hold the County, its officers, agents, and employees harmless from and against any and all claims, demands, losses, defense costs, suits, or other action or liability of any kind or nature arising from this section, including, claims for or related to employee authorizations, revocations, deductions made, cancelled, or changed in reliance on the Association's representations and certifications regarding employee dues deduction authorizations.

This section of the MOU is not grievable.

NEW EMPLOYEE ORIENTATION

The County agrees to maintain, within budget constraints, a Human Resources sponsored employee orientation program for newly hired County Employees. A total of fifteen (15) minutes will be provided for presentations by Association Representatives. Representatives of the Association may participate in these presentations at each Department of Human Resources sponsored new employee orientation program, where new employees of this unit are in attendance. Reasonable time will be allowed for questions and answers. The County will schedule each new employee for orientation within forty-five (45) working days of hire.

ANNUAL LEAVE

All employees covered by this MOU hired on or before October 9, 1983, will participate in the Annual Leave II (formerly known as New Annual Leave Plan) as governed by the Fresno County Salary Resolution, Section 600.

All employees hired after October 9, 1983, will participate in the Annual Leave IV Plan as governed by the Fresno County Salary Resolution, Section 600.

BEREAVEMENT LEAVE

Each employee occupying a permanent position shall be eligible for paid Bereavement Leave up to a maximum of twenty-four (24) hours (to begin no later than 15 working days after notification and, if non consecutive, to conclude no later than 30 calendar days from notification) per bereavement for the death of a qualifying relative. A qualifying relative shall be defined as the employee's: legally recognized spouse, mother, step-mother, father, step-father, brother, step-brother, sister, step-sister, child, step-child (including California Health and Safety Code, Section 102950), grandmother, step-grandmother, grandfather, step-grandfather, grandchild, or step-grandchild. Also qualifying shall be an employee's corresponding relative through their legally recognized spouse: spouse's mother, spouse's father, spouse's brother, spouse's sister, spouse's child (including California Health and Safety Code, Section 102950), spouse's grandmother, spouse's grandfather, or spouse's grandchild. Employees granted Bereavement Leave shall only be paid for any work hours regularly scheduled, but not worked.

Employees may request use of annual leave when the employee desires time off in excess of twenty-four (24) hours for bereavement-related purposes. In determining the number of excess hours to be permitted for a bereavement, the department head will, in addition to other factors, consider potential interruption of service.

Employees taking Bereavement Leave shall submit a statement under penalty of perjury on a form provided by the County stating the name of the deceased, place of death, relationship to the employee, and circumstance showing that the time taken as Bereavement Leave was reasonably necessary in order for the employee to attend to any necessary family obligations.

COMPUTER PROGRAMMING MODIFICATIONS

Notwithstanding any language in this MOU to the contrary, the respective articles of this MOU, which will involve modifications to existing computer programs of the County, shall not become effective until the beginning of the payroll period following the completion of such modifications.

Furthermore, the provisions of this article shall not be used to extend the effective date of salary changes.

SAVINGS CLAUSE

The provisions of this MOU are declared to be severable and if any section, subsection, sentence, clause, or phrase of this MOU shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this MOU, but they shall remain in effect, it being the intent of the parties that this MOU shall stand notwithstanding the invalidity of any part. Should any portion of this MOU be found invalid or unconstitutional, the parties will meet and confer to arrive at a mutually satisfactory replacement for the portion found to be invalid or unconstitutional.

PART-TIME EMPLOYEE BENEFITS

Incumbents of part-time permanently allocated positions shall continue to receive all currently prorated benefits provided by the County. In addition, the County shall pay one-half (½) of the County health insurance benefit contribution for each such part-time employee who regularly works fifty percent (50%) or more of the hours required of full-time employees. The County shall continue to pay the full County health insurance contribution for employees who regularly work eighty percent (80%) or more of the hours required of full-time employees.

Health insurance coverage shall be optional for part-time employees who regularly work fifty percent (50%) or more of the hours required of full-time employees. When such employee options for health insurance coverage, the County shall pay one-half (½) of the County health insurance premium contribution and the employee shall be required to pay one-half (½) the current employee any remaining premium rate. Eligible part-time employees may also enroll dependents on the same basis as full-time employees.

Part-time employees who regularly work less than fifty percent (50%) of the hours required of full-time employees shall not be eligible for health insurance coverage.

Employees occupying permanently allocated positions who work eighty percent (80%) or more of a full-time position shall be credited with eight (8) hours of holiday pay; the above employees who work less than eighty percent (80%) of a full-time position shall be credited with four (4) hours of holiday pay.

HEALTH INSURANCE

1. Effective December 17, 2018, the County will contribute up to, on behalf of each full-time (.8 or higher FTE) the following amounts per pay period based on the employee's plan selection:

<u>Plan Selection</u>	<u>Amount</u>	<u>Add'l Amount</u>	<u>Total Contribution</u>
Employee Only	\$318	N/A	\$318
Employee plus Child(ren)	\$318	\$110	\$428
Employee plus Spouse	\$318	\$110	\$428
Employee plus Family	\$318	\$115	\$433

Effective February 24, 2020, the County will contribute, on behalf of each full-time (.8 or higher FTE) employee up to the following amount per pay period based on the employee's plan selection:

<u>Plan Selection</u>	<u>Amount</u>	<u>Add'l Amount</u>	<u>Total Contribution</u>
Employee Only	\$343	N/A	\$343
Employee plus Child(ren)	\$343	\$110	\$453
Employee plus Spouse	\$343	\$110	\$453
Employee plus Family	\$343	\$115	\$458

2. A minimum of one (1) health benefit plan, one (1) dental benefit plan, one (1) vision benefit plan, and one (1) pharmacy benefit plan will be available to employees and their dependents. If, during the term of this agreement, any of the health benefit plan(s), dental benefit plan(s), vision benefit plan, mental health plan, or the pharmacy benefit plan is unable to fulfill its contractual obligation, the County, upon consultation with the Health Benefits Advisory Committee (HBAC), if necessary, will secure a suitable replacement.
3. Any employee participating in the County's Health Benefit Program must enroll in one of the Health Insurance Plan(s), unless an employee chooses to opt out of the County's Health Benefit Program.
4. Unless otherwise court ordered, eligible employees may choose to opt out of the County's Health Benefit Program (including any related life insurance program) by completing the Opt Out Form and by providing written proof that they have medical coverage from another group health insurance plan. In addition, the employee must verify that a discontinuance of the County's Health Benefit Program does not constitute a violation of any court order or legal obligation that the employee may be subject to. Eligible employees may only opt out during the designated open enrollment period for each respective Health Benefit Plan Year as defined by Human Resources or via a qualifying event (must be turned in within 30 days of the effective date of other group health insurance). Group health insurance plan is defined as employer-sponsored medical coverage.

In the event an employee, who has opted out of the County's Health Benefit Program, subsequently loses his/her alternate medical coverage due to a qualifying event as defined by the Consolidated Omnibus Budget Reconciliation Act (COBRA), the employee may re-enroll in the County's Health Benefit Program. It shall be the responsibility of the employee to notify Employee Benefits within 30 days of the qualifying event.

Any employee who opted out of the County's Health Benefit Program for any Plan Year and desires to maintain their opt out status for subsequent Health Plan Years, must submit a new Opt Out Form during the open enrollment period for each respective Health Plan Year as defined by Human Resources. If an Opt Out Form for any Health Plan Year is not received in the Employee Benefits Division within the respective open enrollment period for each Plan Year as defined by Human Resources, said employee shall be enrolled in the Anthem Blue Cross EPO Health Plan and DHMO Dental Plan. Additionally, any employee who has opted out of the County's Health Benefit Program may re-enroll in the Program during the annual Open Enrollment period.

5. Any newly hired employee eligible to participate in the County's Health Benefit Program must enroll in one of the Health Insurance Plan(s), unless the newly hired employee chooses to opt out (as delineated in No. 4 above) of the County's Health Benefit Program no later than 30 days after date of hire. Any newly hired employee who does not select one of the Health Insurance Plans and does not opt out of the County's Health Benefit Program by the stated deadline, shall be enrolled in the Anthem Blue Cross EPO Health Plan and DHMO Dental Plan.
6. Effective December 17, 2018, any employee who opts out of the County's Health Benefit Program for any Plan Year and does not submit a new Opt Out Form during this open enrollment period (as outlined in No. 4 above), shall be enrolled in the lowest cost Health and Dental Plan. Additionally, any newly hired employee who does not select one of the Health Insurance Plans and does not submit an Opt Out Form (as outlined in No. 5 above), shall be enrolled in the lowest cost Health and Dental Plan.
7. If during the term of this agreement the State or Federal government legislates mandatory benefit levels in excess of those covered by agreement between the County and health/dental plan(s) which results in increased premiums, either the County or the employee organization may request the other party to meet and confer regarding the terms and conditions set forth herein.
8. Pursuant to the HBAC agreement, the parties agree to continue to meet and discuss the County's health benefit program before the commencement of each Plan Year.

PARKING

Employees who are permanently assigned at a work location outside of the downtown area and who are required as a part of their job to appear in court can park in any County reserved stall in any County lot (except the courthouse). It will be the responsibility of the employee to call the Parking Coordinator to be placed on a no-cite list.

REPRESENTATION IN COURT

Subject to all appropriate provisions of California Government Code Sections, the County will, upon request of an employee or former employee and approval by the Board of Supervisors, defend against claim or action for an injury arising out of an act or omission (i.e., not as a result of negligence and/or unlawful conduct) occurring within the scope of employment as an employee of the County and will pay any judgment based thereon or any compromise or settlement of the claim or action to which the County has agreed.

HOLIDAYS

The dates listed below which fall within the normal workweek of Monday through Friday shall be considered paid holidays and shall be observed subject to provisions contained within the Salary Resolution:

1. January 1 (New Year's Day)
2. Third Monday in January (Martin Luther King Jr.'s Birthday)
3. Third Monday in February (Washington - Lincoln Day)

4. March 31 (Cesar Chavez Day)
5. Last Monday in May (Memorial Day)
6. July 4 (Independence Day)
7. First Monday in September (Labor Day)
8. November 11 (Veteran's Day)
9. Fourth Thursday in November (Thanksgiving Day)
10. Day following Thanksgiving
11. December 25 (Christmas)
12. Every Monday following a Sunday which falls on January 1, March 31, July 4, November 11, or December 25
13. Every Friday when such Friday immediately precedes January 1, March 31, July 4, November 11, or December 25

Holiday Pay Eligibility:

Employees are eligible for holiday pay only if they are at work or on an approved paid leave on their last assigned shift immediately before or after the holiday. Employees claiming annual leave for illness purposes or sick leave on their last assigned shift immediately before and immediately after a County holiday may be required by the department head to provide a statement from a California licensed physician setting forth the specifics which necessitated the employee's absence for illness or injury purposes in order to be eligible for holiday pay.

Holiday Credit

If eligible, full-time employees shall receive eight (8) hours of holiday pay at their base hourly rate of pay for the holiday itself. If the employee works the holiday, the employee may elect to accrue the aforementioned eight (8) hours, in lieu of cash compensation. The combined balances of Holiday (maximum 24 hours) and Compensatory Time Off shall not exceed sixty (60) hours.

Compensation for Time Worked on a Holiday

When employees in permanent positions in classifications eligible for overtime are required to work on a holiday as defined herein, the time so worked shall be compensated at the rate of one and one-half (1½) times the employee's base hourly rate of pay for the first eight (8) hours worked. Holiday compensation shall include all consecutive shift hours worked when a major portion (greater than 50%) of the shift is worked on the holiday. Holiday compensation shall be limited to a single consecutive shift worked on the holiday. Holiday compensation is not included as Fair Labor Standards Act (hereinafter FLSA) overtime in the FLSA work period. Therefore, holiday compensation can be received in cash or as holiday accrual to a maximum of 24 hours. The combined balances of Holiday and Compensatory Time Off shall not exceed sixty (60) hours.

Overtime hours worked on a holiday as defined in the Overtime Article of this MOU shall be paid at the overtime rate of one and one-half (1 ½) times the employee's base hourly rate of pay as set forth in the Overtime Article of this MOU. The employee may elect to accrue Compensatory Time Off for these hours in accordance with the Compensatory Time Off and Overtime Articles of this MOU, subject to the combined balances of Holiday and Compensatory Time Off.

Holidays - Seven Days a Week Work Units:

Only the actual days upon which January 1, March 31, July 4, November 11, and December 25 fall shall be considered paid holidays for Deputy Probation Officers who are employed in a work unit which routinely remains open seven (7) days a week.

Holiday Pay – Flexible Work Week

Employees in full-time positions who are working a flexible workweek, such as the four-day workweek, ten hours per day, shall be paid a maximum of eight hours of holiday pay. If the employee's regular schedule includes hours in excess of eight per day, a holiday off shall either be supplemented by Annual Leave, other accrued paid time, or unpaid leave.

Holidays Falling on Days Off

Employees shall be paid eight hours (or four hours as defined herein for part-time employees) of holiday time for a holiday falling on his or her regular day off, or the employee may elect to accrue eight hours of holiday credit.

Holiday Time Off Balances

Holiday Time Off balances (maximum 24 hours) when combined with the CTO balances shall not exceed sixty (60) hours. Employees may request to be paid in cash at any time for accrued hours. Use of holiday time off shall be at a time mutually agreed upon by the employee and department head or his/her representative.

Employees shall not be allowed to accrue any additional hours until their holiday accrual falls below 24 hours, and their combined hours fall below the maximum sixty (60) hours. Any hours exceeding the sixty (60) hour combined maximum shall be paid in cash by the department on the next available pay period. Holiday time off hours may be paid off annually in cash at a time selected by the Department head at his/her discretion.

Additionally, prior to any promotion or departmental transfer, employees must either cash out or use all accrued CTO and Holiday Time Off balances.

CANINE HANDLERS

Any Deputy Probation Officer assigned to handle a canine used for probation/law enforcement duties is required to and is responsible for the general care, grooming and home kenneling of the canine, and that such activities are compensated as described below:

Definitions

“Home kenneling” is understood to be the maintenance of the canine at the home or residence of a Deputy Probation Officer, and shall include grooming time. “Grooming time” is understood to mean all the activities specifically related to the care and maintenance of the canine at the residence, including feeding, exercising, cleaning of the home kennel and any County vehicle

involved in transportation, and bonding with the canine. Grooming time shall not include time spent in formal training and time spent in routine and/or emergency veterinary care.

Compensation

The parties agree that Deputy Probation Officers assigned canines for home kenneling shall be compensated for grooming time conducted outside of the hours of the Deputy Probation Officer's normal shift. All such grooming time shall be compensated as overtime, consistent with the Overtime Article in this MOU. CTO may be elected subject to the 60 hour maximum. 30 minutes (.5) per day times 7 days per week will be allowed for grooming.

"Grooming time" shall not be considered scheduled work for purposes of invoking the double time provision.

Home Garaging

Each handler shall be assigned a vehicle specifically equipped for canine duty, which shall be kept at the handler's place of residence and be utilized to transport the canine to and from duty.

County's Responsibility

The County shall install kennels at the homes of canine handlers at no expense to the handler.

The County shall continue to pay for all food and veterinary care for the canines, as well as all other equipment related to training, grooming and safety as required by the Fresno County Probation Office Canine Manual and any additional equipment deemed necessary by the Probation Office.

Continuation of Canine Program

The County may reduce the number of canines or eliminate the canine program at any time.

REASSIGNMENT

Employees who desire to be reassigned to specific work locations or shifts within their department may submit a written request for reassignment through the department head, or designated representative. Such requests will be valid for a period of ninety (90) days and must be renewed if the employee still desires to be considered for reassignment beyond that date. Requests from employees wishing to be reassigned will be given priority insofar as the best interest of the department will permit as determined by the department head. Employees to be reassigned will be given reasonable notice in advance of such reassignment whenever possible.

Nothing in this article shall be construed in such a way as to conflict with existing Fresno County Personnel Rules or Regulations nor shall this article be applicable in cases of emergency.

CONTINUITY OF OPERATIONS

Continuous and uninterrupted service to the citizens of the County, and orderly employee/employer relations between the County and its employees are essential considerations of this MOU. Therefore, the Association agrees on behalf of itself and those County employees which it represents, both individually and collectively, that there shall not be

any strikes, picketing, boycotting, work stoppages, sitdowns, sickouts, speed-ups, slow-downs, or secondary action such as refusal to cross picket lines or any other concerted refusal to render services or to obstruct the efficient operations of the County or refusal to work, including refusal to work overtime, or any other curtailment or restriction of work at any time.

The County shall not utilize a lock-out technique in its employee/employer relationships.

MANAGEMENT RIGHTS

- A. All County rights, powers, functions, and authorities except as expressly abridged by this Agreement shall remain vested in the County whether or not they have been exercised in the past.
- B. The County shall not be obligated to exercise any management rights stated below in "G."
- C. All decisions made in accordance with County Management Rights which are established in this Section or are inherently existent shall not be subject to any aspect of the grievance procedure or unfair employee relations practice charges.
- D. This article is not intended to nor may it be construed to modify the provisions of the Charter relating to Civil Service or personnel administration. The Civil Service Commission shall continue to exercise authority delegated to it.
- E. In the exercise of its rights, the County shall not require an employee to perform an act or acts contrary to licensing law.
- F. This article is not intended to restrict consultation with the Association at the request of the latter regarding matters within the right of the County to determine.
- G. The rights, powers, and authorities of the County include, but are not limited to, the sole and exclusive right to:
 - 1. Determine the mission of its constituent departments, commissions, boards, and committees;
 - 2. Set standards of services and evaluate the County's effectiveness in delivery of these services;
 - 3. Determine the procedures and standards for employee selection, promotion, demotion, transfer reassignment and/or layoff;
 - 4. Select, train, direct, assign, demote, layoff, dismiss its employees;
 - 5. Communicate fully and openly with its employees on any subject at any time orally, in writing, both at work or through the U.S. mail;
 - 6. Take disciplinary actions;

7. Relieve its employees from duty or reassign employees because of lack of work or for other reasons the County considers legitimate;
8. Evaluate and maintain the efficiency of County operations;
9. Determine and change the method, means, personnel, and standards by which County operations are to be conducted;
10. Determine the content of job classifications;
11. Take all necessary actions to carry out its mission in emergencies, including the suspension of portions or all of this Agreement for the period of emergency as determined by the County;
12. Exercise complete control and discretion over its organization and the technology to perform its work;
13. Make rules and regulations pertaining to employees consistent with this Agreement;
14. Make all financial and budgetary decisions;
15. Establish, allocate, schedule, assign, modify, change and discontinue work shifts and working hours and workweeks;
16. Contract, subcontract, establish, merge, continue or discontinue any function or operation of the County;
17. Engage consultants for any future or existing function or operation of the County;
18. Order overtime.

DISCIPLINARY ACTION

Employees facing disciplinary action as defined by the Fresno County Personnel Rules implementing either disciplinary suspension, administrative salary reduction, disciplinary demotion or dismissal may elect to be accompanied by a representative of their choosing at any administrative proceeding conducted prior to the imposition of such discipline.

BILINGUAL SKILL PAY

Any employee occupying a position that is authorized by the County Administrative Officer, or his/her designee, to receive Bilingual Skill Pay shall be eligible to receive such pay in the amount of \$50 per pay period. Such employee shall receive Bilingual Skill Pay after certification by the Department of Human Resources.

Pay Provisions:

1. Bilingual Skill Pay shall be paid in the amount of \$50 per pay period.

- a) Employee pay periods that consist of all paid (e.g. vacation) and/or unpaid leave hours will not be eligible for bilingual skill pay.
2. Employees shall be paid \$50 per pay period regardless of the number of languages they are certified for.

EMPLOYEE GRIEVANCE RESOLUTION PROCEDURE

The Employee Grievance Resolution Procedure and Form agreed to shall be available on the Human Resources website. No changes shall be made to the procedure and/or form without mutual agreement of the Association and County.

FULL UNDERSTANDING

It is intended that this MOU sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other previous understanding or agreements by the parties (with the exception of addendums and sideletter agreements), whether formal or informal, regarding any such matters are hereby superseded and terminated in their entirety. With respect to addendums and sideletter agreements, all previously existing addendums and sideletter agreements that have not expired and addendums and sideletter agreements entered into during the term of this MOU shall continue in force subject to the terms and conditions set forth within each. Further, neither party shall be bound by any promise or assurance that is not explicitly covered in this MOU, addendum or sideletter agreement signed by both parties.

This MOU shall govern in case of conflict with provisions of existing County ordinances, rules and regulations pertaining to wages, hours, and other terms and conditions of employment, but otherwise such ordinances, rules and regulations shall be effective and the Board of Supervisors and other County boards and commissions retain the power to legislate pertaining to such matters subject to compliance with the Meyers-Milias-Brown Act and other applicable provisions of law provided such actions are not in conflict with the provisions of this MOU.

TIER II RETIREMENT – MANDATORY [One (1) year average]

Effective June 30, 2008, any employee newly hired into a permanent General/Miscellaneous position represented by the Fresno County Deputy Probation Officers Association shall be enrolled pursuant to the following sections of the County Employees Retirement Law of 1937 (Tier II):

- GC Section 31676.16
- GC Section 31621.4
- GC Section 31462.1

The vested “health benefit” (currently \$3.00 per year of service) resulting from the Settlement Agreement (Fresno County Superior Court Cases 605588-3, 608028-7 and 634171-3) [see Section 9] entered into judgment on December 15, 2000 shall be extended to employees enrolled in Tier II.

Any employee occupying a permanent position that is represented or unrepresented, who promotes, demotes or transfers into a permanent position represented by the Fresno County Deputy Probation Officers Association, shall continue under the retirement tier which they were enrolled in immediately prior to their promotion, demotion or transfer.

Any employee represented by the Fresno County Deputy Probation Officers Association, who promotes, demotes or transfers into a permanent position that is represented or unrepresented, shall continue under the retirement tier which they were enrolled in immediately prior to their promotion, demotion or transfer.

Any employee who promotes, demotes or transfers from a Safety classification to a General/Miscellaneous classification, or vice versa, shall be enrolled in the corresponding retirement tier (e.g., Tier I Safety membership shall end and Tier I General/Miscellaneous membership shall begin, Tier II Safety membership shall end and Tier II General/Miscellaneous membership shall begin).

Any employee who deferred retirement prior to the December 15, 2000 Ventura II settlement agreement who subsequently rejoins the retirement association shall be enrolled in Tier I. Any other employee who defers retirement and subsequently rejoins the retirement association shall continue under the retirement tier he or she was enrolled in prior to deferral provided that tier is available. If that tier is no longer available, the employee shall be enrolled in the retirement tier offered to newly hired employees.

TIER IV RETIREMENT – MANDATORY – [THREE (3) YEAR AVERAGE]

Any employee newly hired into a permanent position between June 11, 2012, and December 23, 2012, in a General/Miscellaneous classification represented by the Deputy Probation Officers Association – Unit 11 (Deputy Probation Officers), shall be enrolled pursuant to the following sections of the County Employees Retirement Law of 1937 (Tier IV):

- GC 31676.1 – 1.67% @ 57½; 2% @ 61; 2.43% @ 65
- GC 31621 – Default Member Contribution Code
- GC 31462 – 3 year average for final compensation
- 0 (zero) Cost of Living

The “Settlement Health Benefit” (currently \$3.00 per year of service) resulting from the Settlement Agreement (Fresno County Superior Court Cases 605588-3, 608028-7 and 634171-3) [see Section 9] entered into judgment on December 15, 2000 shall not be extended to employees enrolled in General/Miscellaneous Tier IV.

Any employee occupying a permanent position who promotes, demotes or transfers from a Safety classification to a General/Miscellaneous classification, or vice versa, shall be enrolled in the corresponding retirement tier (e.g., Tier I Safety membership shall end and Tier I General/Miscellaneous membership shall begin; Tier II Safety membership shall end and Tier II General/Miscellaneous membership shall begin).

CORRESPONDING TIERS

GENERAL/MISC.		SAFETY
Tier I	←————→	Tier I
Tier II	←————→	Tier II
Tier III	←————→	
Tier IV	←————→	Tier IV

NOTE: Employees initially enrolled in Tier III General/Miscellaneous who become enrolled in Tier II Safety and subsequently return to a permanent position in a General/Miscellaneous classification shall be re-enrolled into Tier III General/Miscellaneous.

Any employee who deferred retirement prior to the December 15, 2000, Ventura II settlement agreement who subsequently rejoins the retirement association shall be enrolled in Tier I General/Miscellaneous or Tier I Safety. Any other employee who defers retirement and subsequently rejoins the retirement association shall continue under the retirement tier he or she was enrolled in prior to deferral.

The foregoing summary of Tier IV General/Miscellaneous Retirement Plan – Mandatory is for the parties’ general reference and does not modify the County Board Resolution or County Ordinances which established this tier.

TIER V GENERAL RETIREMENT PLAN (PEPRA) – MANDATORY

Pursuant to the California Public Employees’ Pension Reform Act of 2013 (“PEPRA;” AB 340, GC §§7522 et seq), any employee newly hired into a permanent position on or after December 24, 2012, who will become a new member of FCERA on or after January 1, 2013, shall be enrolled in the State mandated defined benefit retirement formula specified in Government Code § 7522.20 and will be subject to all other retirement plan provisions as mandated by PEPRA. This state mandated retirement tier shall be known as the Tier V General Retirement Plan.

Consistent with PEPRA, the exception to being enrolled into General Tier V for any employee newly hired on or after December 24, 2012, who will become a new member of FCERA on or after January 1, 2013, is an individual who was previously employed by another public employer and was able to establish reciprocity with FCERA as specified in § 7522.02(c). In the case of reciprocity being established, the new employee would be enrolled into General Tier IV.

The foregoing information is only for the parties’ general reference.

EXTENSION OF PAID MILITARY LEAVE

Eligible Bargaining Unit Members shall be subject to paid military leave in accordance with the current Resolution as approved by the Board of Supervisors until such time that the Board of Supervisors terminates said Resolution.

ASSOCIATION REPRESENTATIVE LEAVE OF ABSENCE
(SB 1085/Government Code 3558.8):

Pursuant to the provisions of SB 1085/Government Code section 3558.8, the County shall grant an employee, with prior department approval and upon written request of the Association, a reasonable leave of absence without loss of compensation or other benefits for the purpose of enabling employees to serve as stewards or officers of the Association. Leave may be granted on a full-time, part-time, periodic, or intermittent basis under the following procedures:

1. The Association officer or steward shall submit a written request to the department head at least 15 business days in advance of the requested leave. The request shall include dates/duration, classification, and bargaining unit.
2. No more than two (2) employees shall be on leave at the same time; and employees must have a minimum overall satisfactory evaluation rating for the most recent evaluation period, and employees cannot be in any probationary status and/or on administrative leave. For any employee going on leave, who is on a medical leave, the Association will ensure compliance with all medical restrictions.
3. The Association shall reimburse the County for all benefits and compensation paid to and earned/realized by the employee on leave, including but not limited to all wages and benefits, and including reasonable County administrative fees of \$2.50 per employee on leave, per pay period. Upon written notice from the County, the Association agrees to reopen and meet within 30 days of notice regarding administrative fees.
4. Reimbursement by the Association shall occur within 30 days of County billing the Association.
5. The leave of absence will be approved if it does not interfere with the performance of County services and department operations. If the leave is denied, the County will provide the Association with written notification of impacted operational needs. The Association shall provide the County with alternate leave dates for the leave to occur.

At the conclusion or termination of the leave granted under this section, the officer or steward shall have a right to reinstatement to the same position and location they held prior to such leave, or if not feasible, a substantially similar position without loss of seniority, rank, or classification.

The County shall not be liable for any act, omission, or injury suffered by any employee of the County if that act, omission or injury occurs during the course and scope of the employee's leave under this section to work for the Association. To the extent that the County is held liable for any such act, omission or injury, the Association shall indemnify and hold harmless the County.

MOU REOPENERS

Salary:

- The parties agree to a one-time only re-opener with discussions to commence no sooner than November 1, 2020. Either party may request to meet regarding this reopener.

Health Insurance:


- The parties agree to a one-time only re-opener with discussions to commence no sooner than October 1, 2020, for Plan Year 2021. Either party may request to meet regarding this reopener.

TERM OF MEMORANDUM OF UNDERSTANDING AND RENEGOTIATION

This MOU shall be in effect from February 24, 2020, through February 20, 2022. Negotiations for the successor MOU shall begin on or around November 1, 2021.

County of Fresno

By _____



Date _____

1/28/2020

Fresno County Deputy Probation
Officers Association – Unit 11

By _____



Date _____

1/28/2020