

MEMORANDUM OF UNDERSTANDING

BETWEEN

**FRESNO SHERIFF'S
SERGEANTS ASSOCIATION**

UNIT 14

(SUPERVISORY PEACE OFFICERS)

AND

THE COUNTY OF FRESNO

MARCH 27, 2017 – DECEMBER 15, 2019

UNIT 14

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>PAGE</u>
32 ACCIDENTAL DEATH OR DISMEMBERMENT BENEFIT-BOMB TECHNICIAN	18
37 AIR SUPPORT ASSIGNMENT	20
17 ANNUAL LEAVE	10
39 ASSOCIATION BUSINESS – FSSA	24
16 ASSOCIATION SECURITY	10
20 BEREAVEMENT LEAVE	11
10 BILINGUAL SKILL PAY	6
5 CALL-BACK PAY	3
Call-Back Minimum.....	3
Compensation	3
Criteria	3
Telephone Calls	3
Travel Time	3
34 COMPUTER PROGRAMMING MODIFICATIONS	18
33 CONTINUITY OF OPERATIONS.....	18
25 COUNTY VEHICLE ASSIGNMENTS/HOME-GARAGING	15
30 DEPUTY CORONER FUNCTIONS	16
38 EMPLOYEE GRIEVANCE PROCEDURE	20
45 EXTENSION OF PAID MILITARY LEAVE	28
22 4/10 WORKWEEK – UNIFORMED, FIELD PEACE OFFICERS	13
44 FULL UNDERSTANDING	27
11 HEALTH INSURANCE	6
27 HEPATITIS VACCINATION	16
21 HOLIDAYS	12
Defined	12
Holiday Accrual – Alternative Workweek.....	13
Holiday Accrual (Retirement Credit)	13
Holiday Pay Eligibility.....	12
Holiday Worked	13
Holidays Falling on Days Off	13
1 INTRODUCTION.....	1
14 LIFE INSURANCE/LONG TERM DISABILITY INSURANCE	9
31 MANAGEMENT RIGHTS.....	16
29 MENTAL HEALTH SERVICES	16
46 MOU REOPENERS	28
19 NOTICE OF SCHEDULE CHANGES/CANCELLATION OF VACATION DAYS	11
3 OVERTIME PAY	1
7 P.O.S.T. INCENTIVE	5

Unit 14 Table of Contents Cont'd

<u>ARTICLE</u>		<u>PAGE</u>
35	PUBLIC SAFETY OFFICERS' PROCEDURAL BILL OF RIGHTS	
	APPEAL PROCEDURE – SHERIFF'S DEPARTMENT	19
28	REFERENCE MATERIALS.....	16
15	REPRESENTATION RIGHTS.....	10
23	SAFETY EQUIPMENT	14
2	SALARIES.....	1
43	SAVINGS CLAUSE	27
9	SHIFT PREMIUM.....	5
6	SPECIAL CALL-BACK SITUATIONS	4
	Compensation	5
	Court Time.....	4
	Criteria.....	4
	Special Call-Back Minimum.....	4
	Special Hearings	4
	Travel Time	4
4	STANDBY PAY	2
24	TAKE HOME PATROL VEHICLE PROGRAM.....	14
47	TERM OF MOU AND RENEGOTIATION	28
40	TIER II SAFETY RETIREMENT PLAN – MANDATORY	24
41	TIER IV SAFETY RETIREMENT PLAN – MANDATORY	25
42	TIER V SAFETY RETIREMENT PLAN (PEPRA) – MANDATORY.....	27
26	TRAINING SESSIONS.....	16
8	UNIFORM ALLOWANCE	5
18	VACATION AND SICK LEAVE	11
36	WATCH COMMANDER ASSIGNMENT	20
13	WORK-RELATED INJURY/4850 TIME.....	7
	Adjustments - Final Investigations.....	9
	Auditor-Controller's Responsibilities	9
	Employee's Responsibilities	8
	Introduction.....	7
	Personnel Unit's Responsibilities	8
	Risk Manager's Responsibilities	8
	Sheriff's Business Manager's Responsibilities	8
	Supervisor's Responsibilities.....	8
	Workers' Compensation Adjuster's Responsibilities	9
12	WORK-RELATED INJURY/GENERAL PROVISIONS.....	7
	Continuing Therapy	7
	Designation of a Personal Physician	7
	Return to Work	7

ARTICLE 1 - INTRODUCTION

The terms and conditions of employment that are set forth in this Memorandum of Understanding (MOU) have been discussed in good faith by the County of Fresno and by the Fresno Sheriff's Sergeants Association, the certified organization for Unit 14, Supervisory Peace Officers. The parties agree to jointly recommend to the Fresno County Board of Supervisors that all terms and conditions of employment as set forth herein become effective on the date approved by the Board of Supervisors, except where the MOU, or legal prohibitions, necessitate a later effective date.

ARTICLE 2 - SALARIES

1.49% compaction adjustment effective March 27, 2017.

5% increase effective July 3, 2017.

5% increase effective July 2, 2018

5% increase effective July 1, 2019

<u>Classification</u>	<u>Current Bi-Weekly Salary Range</u>	<u>Eff. 3/27/17</u>	<u>Eff. 7/3/17</u>	<u>Eff. 7/2/18</u>	<u>Eff. 7/1/19</u>
Sheriff's Sergeant	2692	2732	2869	3012	3163

ARTICLE 3 - OVERTIME PAY

Employees shall receive compensation in cash or compensatory time off (CTO) as provided below at the rate of one and one-half (1½) the employee's hourly rate of pay for overtime worked, as defined in Section 800 of the Fresno County Salary Resolution.

For employees of this Unit who are engaged in "law enforcement activities" as defined under provisions of the Fair Labor Standards Act (FLSA), overtime is BOTH:

- A. Authorized work performed in excess of eight (8) hours in a day, (or over nine (9), ten (10), etc., hours per day pursuant to an authorized flexible work schedule), or over forty (40) hours in a work week (from 12:01 a.m., Monday through Midnight the following Sunday);

AND

- B. Authorized work performed in excess of eighty-six (86) hours in a work period under Section 7k of the FLSA. The work period is a fourteen-day (14) period commencing at 12:01 a.m., Monday and terminating at Midnight the second following Sunday.

Consistent with other provisions of this MOU and the Salary Resolution, overtime shall also include all authorized consecutive hours worked over eight (8), nine (9), ten (10), etc. hours in a day and which extend into a new day. This provision shall include hours worked before or at the end of a work shift. However, overtime paid in this setting shall not be included in any overtime/double-time computation for regularly assigned work hours on the new day.

All overtime shall be paid in cash unless the employee opts to receive CTO. Overtime paid in cash shall be calculated at the rate of one and one-half (1½) the employee's base hourly rate of pay, unless the time worked meets the definition of overtime under provisions of the FLSA. In the latter instance, overtime shall be calculated at the rate of one and one-half (1½) the employee's regular rate of pay, as defined by provisions of the FLSA. The fact that the County may initially calculate overtime based on the regular rate of pay for all overtime hours worked does not obviate the County's future exclusive right to differentiate between overtime rates as set forth herein.

If in lieu of cash compensation CTO is chosen by the employee, the employee shall be entitled to accumulate up to eighty (80) hours at any given time. Anything over the maximum eighty (80) hours balance shall be paid in cash automatically. The Sheriff-Coroner retains the right to pay all CTO in cash to all employees covered by this provision immediately before the expiration of this MOU.

CTO for all Unit employees will be taken off at a time mutually agreed upon by the department head or his/her representative and the employee. The department shall not unreasonably withhold the use of CTO. Reasonableness shall be as set forth in the FLSA and appropriate regulations.

Should an employee of this Unit be scheduled by management to work more than twelve (12) consecutive work days, commencing on the thirteenth (13th) day, the employee shall be compensated at two (2) times his/her base hourly rate for each hour worked until such time as two (2) consecutive days off are provided by management. Compensatory time off may be elected subject to the eighty (80) maximum.

Management agrees to continue the current practice of assigning overtime, where possible and time permits, on a voluntary basis within operational units. In the absence of volunteers, management reserves the right to assign overtime on a mandatory basis as required to meet the needs of the Sheriff's Department.

When the Sheriff-Coroner or his/her designee cancels a Sheriff's Sergeants overtime shift, assigned or volunteered, within twelve (12) hours of a patrol overtime shift, then the Sheriff's Sergeant shall be compensated for two and one-half (2½) hours at time and one-half (1½) their base hourly rate of pay.

ARTICLE 4 - STANDBY PAY

Employees ordered by the Sheriff-Coroner or his/her designee to stand by for duty and restricted as to their movement while off duty shall be compensated at twenty-five percent (25%) of their base salary for such time (one-half [½] hour minimum).

Employees ordered by the Sheriff-Coroner or his/her designee to stand by for job related court appearances and restricted as to their movements while off duty, shall be compensated at twenty-five percent (25%) for all time spent on court standby (one hour minimum) while off duty.

Employees who are on paid time off (e.g., vacation [less than 4 days], sick leave, CTO and 4850 time) shall not receive standby pay during such hours of paid time off.

ARTICLE 5 - CALL-BACK PAY

Criteria

An employee shall be eligible for call-back pay when all of the following conditions are met:

- A. The employee is unexpectedly ordered to return to work and does, in fact, return to work.
- B. The order to return is given to the employee following termination of the employee's scheduled work shift and his/her departure from his/her work location.
- C. Such return to work occurs within twenty-four (24) hours of when the order is given, but not less than two (2) hours prior to the established starting time of the employee's next scheduled work shift.
- D. The call-back does not occur when the employee is on paid time off (e.g., vacation [less than 4 days], sick leave, CTO, and 4850 time).

Call-Back Minimum

Compensation for call-back under this article during each twenty-four (24) hour work period (determined by the employee's departure from work) shall be the greater of:

- A. Minimum of two (2) hours at time and one-half (1½) as set forth below under "Compensation"; or
- B. Time spent at work location at time and one-half (1½) as set forth below under "Compensation".

Travel Time

Employees called back under provisions of this article shall additionally be compensated for thirty (30) minutes of travel time paid at time and one-half (1½) as set forth below.

Telephone Calls

Employees who are authorized by management to receive work-related phone calls at home in lieu of returning to the work site shall be compensated at time and one-half (1½) as set forth below for time actually spent addressing the call.

Compensation

Under this article, the employee shall be paid at the rate of time and one-half (1½) his/her base hourly rate of pay, unless the actual hours worked on a call-back exceed eighty-six (86) hours in a work period. Under FLSA provisions, if such hours exceed eight-six (86) hours in a work period, compensation shall be at the rate of time and one-half (1½) the employee's regular hourly rate. CTO may be elected by the employee, subject to the eighty (80) hour maximum.

ARTICLE 6 - SPECIAL CALL-BACK SITUATIONS

Court Time

Court time call-back shall apply to those appearances in court as a witness to testify as to matters discovered in the course of duty.

Special Hearings

Call-back for special hearings shall apply to those instances authorized by a Sheriff's Captain where testimony on behalf of department management is required.

Criteria

An employee shall be eligible for Court Time or Special Hearings call-back pay when all of the following conditions are met:

- A. The employee is unexpectedly ordered to return to work and does, in fact, return to work.
- B. The order to return is given to the employee following termination of the employee's scheduled work shift and his/her departure from his/her work location.
- C. Such return to work occurs within twenty-four (24) hours of when the order is given, but not less than four (4) hours prior to the established starting time of the employee's next scheduled work shift.
- D. The call-back does not occur when the employee is on paid time off (e.g., vacation [less than 4 days], sick leave, CTO, and 4850 time).

Special Call-Back Minimum

Compensation for call-back under this article during each twenty-four (24) hours work period (determined by the employee's departure from work) shall be the greater of:

- A. Minimum of four (4) hours at time and one-half (1½) as set forth below under "Compensation"; or
- B. Time spent at work location at time and one-half (1½) as set forth below under "Compensation".

Effective June 13, 2011, compensation for special call-back situations shall be reduced from a minimum of four (4) hours to two (2) hours at time and one-half (1½). This provision shall sunset on June 8, 2015.

Travel Time

Employees called back under provisions of this article shall additionally be compensated for thirty (30) minutes of travel time paid at time and one-half (1½) as set forth below.

Compensation

Under this article, the employee shall be paid at the rate of time and one-half (1½) his/her base hourly rate of pay, unless the actual hours worked on a call-back exceed eighty-six (86) hours in a work period. Under FLSA provisions, if such hours exceed eight-six (86) hours in a work period, compensation shall be at the rate of time and one-half (1½) the employee's regular hourly rate. CTO may be elected, subject to the eighty (80) hour maximum.

ARTICLE 7 - P.O.S.T. INCENTIVE

Effective December 19, 2005, employees who have satisfactorily attained the intermediate P.O.S.T. Certificate shall be compensated at a rate of two and one-half percent (2½%) above their base salary. Employees who have satisfactorily attained the advanced P.O.S.T. Certificate shall be compensated at a rate of five percent (5%) above their base salary.

ARTICLE 8 - UNIFORM ALLOWANCE

A uniform allowance of \$19.23 per pay period shall be provided for Sheriff's Sergeants. The allowance will continue during periods of paid time off; however, the allowance will be discontinued when the entire pay period consists of dock time or other unpaid time off.

The uniform allowance will increase as follows:

- Effective January 1, 2018 - \$26.92 per pay period
- Effective December 31, 2018 - \$38.46 per pay period

ARTICLE 9 - SHIFT PREMIUM

Any Sheriff's Sergeant responsible for supervising uniformed, beat officers on Watch I (graveyard), by assigned regular shift, shall be paid, in addition to the basic compensation, a four percent (4%) premium for all regularly scheduled hours worked on that shift [i.e., maximum number of eight (8), ten (10) or twelve (12) hours (depending on regular shift)]. The following terms and conditions also apply:

1. There shall be no shift premium paid when the Sergeant is not actually working the Watch I shift (e.g., employee is scheduled to work another shift or is off of work on paid or unpaid time).
2. Any Sergeant (e.g. working Watch II or III) who works overtime hours that extend into the Watch I shift shall not be eligible to receive shift premium.
3. Whenever a Sergeant regularly scheduled to the Watch I shift is required to perform overtime work before or beyond the end of their regularly scheduled Watch I shift, they shall not receive shift premium for any overtime hours worked that occur outside of their Watch I shift.
4. Any Sergeant who is temporarily assigned to the Watch I shift or any Watch I Sergeant who is required to work an extra Watch I shift shall be paid for the 4% shift premium. In this instance only, if the employee is then eligible for overtime, the shift differential shall be used in determining cash payment, if any, for overtime hours worked.

The parties agree to increase shift premium as follows:

- Effective March 27, 2017, increase shift premium from 4% to 5%
- Effective July 2, 2018, increase shift premium from 5% to 6%
- Effective July 1, 2019, increase shift premium from 6% to 8%

ARTICLE 10 - BILINGUAL SKILL PAY

Any employee that has been certified by the Department of Human Resources to receive Bilingual Skill Pay shall be paid in the amount of \$23.08 per pay period. Fresno County Salary Resolution Section 533 shall govern, with exception of 533.12.

ARTICLE 11 - HEALTH INSURANCE

Effective December 7, 2015, the County contribution towards health insurance was \$243 per pay period for employee only. Employees with eligible dependents enrolled in the health insurance plan of the employee's choice, received an additional \$90 per pay period.

Effective March 27, 2017, the County will contribute up to 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	\$278	N/A	\$278
Employee plus Child(ren)	\$278	\$90	\$368
Employee plus Spouse	\$278	\$90	\$368
Employee plus Family	\$278	\$90	\$368

Effective December 18, 2017, the County will contribute up to 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	\$288	N/A	\$288
Employee plus Child(ren)	\$288	\$120	\$408
Employee plus Spouse	\$288	\$120	\$408
Employee plus Family	\$288	\$120	\$408

Effective December 17, 2018, the County will contribute up to 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	\$298	N/A	\$298
Employee plus Child(ren)	\$298	\$150	\$448
Employee plus Spouse	\$298	\$150	\$448
Employee plus Family	\$298	\$150	\$448

The Association and County further agree that should either state or federal statutes mandate that the parties to this MOU participate in a national or state health care plan or system, the parties agree to meet and confer on the impact of such plan or system.

ARTICLE 12 - WORK-RELATED INJURY/GENERAL PROVISIONS

Designation of a Personal Physician

Consistent with California Labor Code 4600, an employee must designate in writing, prior to an injury occurring, that he/she wishes to be treated by their personal physician if they experience a work-related injury. This designation must be made on the County Risk Management form (Employee's Designation of a Personal Physician) which is available in Sheriff's Personnel. The designation is not valid unless it is received in the Risk Management Office prior to an occurrence of any work-related injury. If an employee has not made such designation, then, consistent with California Labor Code 4600, an employee who sustains a work-related injury will be required to be treated by a County designated physician.

Return to Work

Consistent with California Labor Code, an employee may only be required to return to work, whether full-time or temporary light-duty, if the treating physician has provided a written release to work. Any release to work shall note in writing any physical limitations placed upon the employee. This release to work with stated physical limitations must be submitted to the employee's supervisor.

Continuing Therapy

Any employee who has received release to return to work from a validated work-related injury, but is required to receive continuing therapy as prescribed by the treating physician, shall be allowed to attend prescribed therapy on paid time without being compelled to use any accrued paid leave when such therapy sessions occur during the employee's regularly scheduled workday. The time approved for such therapy shall be reasonable and subject to verification/approval by department management. Every effort shall be made by the employee to minimize any impact on their work schedule. The County and the employee reserve all rights provided in California Labor Code. This article is not grievable through the County Employee Grievance Procedure.

ARTICLE 13 - WORK-RELATED INJURY/4850 TIME

Introduction

The County and the Association recognize the importance of having a work-related injury/illness reported and processed in a timely manner. They also acknowledge that an efficient reporting system will enable the County's Workers' Compensation adjuster to effectively evaluate and confirm the validity of a work-related injury/illness claim. To assure that this occurs, the County and the Association have agreed to prioritize the processing of claims governed by provisions of Labor Code 4850 using the protocol set forth below.

The parties further acknowledge that the mere adherence to this process does not validate a claim. Claims will still be subject to review and investigation by the adjuster.

Employee's Responsibilities

When an employee who is governed by provisions of Labor Code 4850 sustains an injury or illness which has arisen out of the course of the employee's job duties, and the injury or illness necessitates absence from duty, the employee shall notify his/her immediate supervisor within two (2) working days of this condition. If the employee does not notify his/her supervisor within this time frame, any absence from duty as a result of this condition shall be recorded as "Annual Leave - O.J.I.", sick leave, CTO, or dock time depending on the employee's situation, until such time the claim is evaluated by the County's Risk Manager and is determined by him/her to be valid, subject to review and investigation by the adjuster.

Supervisor's Responsibilities

When a supervisor has been notified of an on-the-job injury or illness, he/she shall, within two (2) working days, complete a "Supervisor's Investigation Report" and forward this report to the Sheriff's Captain assigned to the Administrative Division. If the supervisor fails to submit the report within two (2) working days, all associated on-the-job leave time shall be recorded as "Annual Leave - O.J.I.", sick leave, CTO, or dock time depending on the employee's situation, until such time the claim is evaluated by the County's Risk Manager and is determined to be valid, subject to review and investigation by the adjuster.

Personnel Unit's Responsibilities

When the Sheriff's Captain assigned to the Administrative Division receives a "Supervisor's Investigation Report", he/she shall, within two (2) working days after receiving the report, deliver copies of the report to the County's Risk Manager and the Sheriff's Business Manager. If copies are not delivered within this time limit, all associated on-the-job leave time shall be recorded as "Annual Leave - O.J.I.", sick leave, CTO, or dock time depending on the employee's situation, until such time the claim is evaluated by the County's Risk Manager and is determined to be valid, subject to review and investigation by the adjuster.

Risk Manager's Responsibilities

Upon receipt of a "Supervisor's Investigation Report" and within two (2) working days, the County's Risk Manager shall evaluate the Report and decide, based on his/her evaluation of the information presented, if a work-related injury or illness has occurred. If he/she believes the claim is legitimate, he/she shall notify the Sheriff's Business Manager and instruct him/her to record all associated leave time as "4850 Time". If he/she believes the claim is not valid, he/she shall FAX the claim to the County's Workers' Compensation Adjuster and instruct the Sheriff's Business Manager to record all associated leave time as "Annual Leave - O.J.I.", sick leave, CTO, or dock time, depending on the employee's situation. If the Risk Manager fails to complete this evaluation timely, all associated on-the-job leave time shall be recorded as "4850 Time" until such time as the adjuster renders a preliminary finding and notifies the Sheriff's Business Manager of this finding.

Sheriff's Business Manager's Responsibilities

It shall be the Business Manager's responsibility to record any associated on-the-job leave time as directed by either the Risk Manager or the County's Workers' Compensation Adjuster. In the absence of this direction, the Business Manager shall consult with the Risk Manager regarding the

proper coding of leave time. If the Business Manager is unable to obtain guidance from the Risk Manager within two (2) working days of receiving a report from the Personnel unit, he/she shall record all associated on-the-job leave time as "4850 Time" until he/she receives direction from the adjuster or the Risk Manager.

Workers' Compensation Adjuster's Responsibilities

Upon receipt of an on-the-job injury or illness claim that has been denied by the County's Risk Manager, the adjuster shall render, within fourteen (14) working days, a preliminary determination on the validity of the claim. If the adjuster finds the claim to be valid, he/she shall notify the Sheriff's Business Manager within the fourteen (14) day time limit of his/her decision and the Business Manager shall submit the appropriate payroll adjustment forms requesting the Auditor-Controller to reinstate the employee's Annual Leave and related benefits. If the adjuster determines the claim to be invalid, he/she shall conduct a standard investigation; all associated leave time of the employee shall continue to be recorded as "Annual Leave - O.J.I.", sick leave, CTO, or dock time depending on the employee's situation pending the results of this investigation.

Auditor-Controller's Responsibilities

Upon receipt of the appropriate "4850 Time" payroll adjustment forms from the Sheriff's Business Manager, the Auditor-Controller shall reinstate the employee's leave balances and related benefits within three (3) work weeks of receiving the adjustment forms.

Adjustments - Final Investigations

Once a work-related injury or illness claim is investigated by the County's Workers' Compensation adjuster and he/she determines that the injury or illness is not job connected and the employee has been on "4850 Time", the adjuster shall notify the Sheriff's Business Manager of his/her determination and the Business Manager shall submit the appropriate payroll adjustment forms to the Auditor-Controller. The employee's related time off shall be adjusted retroactively to reflect Annual Leave, sick leave, CTO, or dock time. If dock time is recorded, the employee shall reimburse the County for such time that he/she was on 4850 status within the time limits established by the Auditor-Controller.

If the adjuster determines that the injury/illness is job connected, he/she shall notify the Sheriff's Business Manager of his/her determination and the Business Manager shall submit the appropriate payroll adjustment forms to the Auditor-Controller. The employee's leave balances and benefits shall be reinstated by the Auditor-Controller within three (3) work weeks of receiving the adjustment forms.

ARTICLE 14 - LIFE INSURANCE/LONG TERM DISABILITY INSURANCE

The County agrees to offer term life and long term disability insurance at the option of individual employees. Such insurance is to be paid for by employees opting to receive this insurance and shall be subject to provisions as established by the County and the insurance carrier.

ARTICLE 15 - REPRESENTATION RIGHTS

When the Association wishes to be represented by a County employee rather than a non-employee representative at meetings within the scope of representation which affect the representation Unit, that employee shall be given time off subject to the following:

- A. The employee representative shall submit a written request to the department head at least three (3) working days prior to the scheduled meeting.
- B. Reasonable time off shall be approved if it does not interfere with the performance of County services as determined by the department head.

ARTICLE 16 - ASSOCIATION SECURITY

Each new employee shall become a member or pay a service fee equal to dues, unless said employee opts not to either become a member nor pay a service fee at the time of employment. A registry of signed forms shall be maintained in the Department of Human Resources for Association review.

Association members may withdraw their membership only by forwarding, by registered mail, notice of revocation of authority to withhold dues to the Association and by filing a withdrawal card at the same time according to procedures specified by the County during the full calendar month immediately preceding the expiration date of this MOU, or when their job classification is removed from the Unit.

County shall deduct, once each regular pay period, the amount of regular and periodic dues, fees, and other agreed monies as may be agreed upon between the County and the Association under the authority of an authorization card furnished by the County and signed and dated by the employee.

Said deduction, together with a written statement of the names with amounts deducted, shall be forwarded promptly to the Association office.

Subject to all provisions of the Employee Relations Ordinance of the County of Fresno, the County agrees to continue deducting dues, fees, and other agreed monies from employee's pay. The Association agrees to indemnify and hold the County harmless from any and all claims, demands, suits, or any other action arising from this portion of the MOU.

The Association shall be afforded full opportunity to meet and discuss membership with new employees employed in job classifications represented by the Unit, at a time mutually agreed upon between the Sheriff-Coroner and the Association.

ARTICLE 17 - ANNUAL LEAVE

Employees hired prior to December 14, 1998, shall continue to accrue/use Annual Leave III as set forth in the Fresno County Salary Resolution, Section 600.

ARTICLE 18 - VACATION AND SICK LEAVE

The parties acknowledge that employees covered by this MOU have historically been hired through a departmental promotional process; that employees promote from Representation Unit 1 - Fresno Deputy Sheriffs Association (FDSA), the subordinate representation unit; that negotiations over a vacation and sick leave program for employees hired after December 13, 1998, are not required. Therefore, any employee who promotes from Unit 1 shall continue to be covered by the same Annual and Vacation/Sick Leave Plans which are applicable to such employee at the time of promotion.

ARTICLE 19 - NOTICE OF SCHEDULE CHANGES/CANCELLATION OF VACATION DAYS

1. Notice of Schedule Changes - Each supervisor and manager shall give employees at least two weeks notice, unless it is not possible or operational needs make this not feasible as determined by the Sheriff-Coroner, when changing an employee's regular days off, work hours and/or when canceling an employee's requested time off to meet departmental needs.
2. Cancellation of Vacation Days - Two weeks notice shall be given for cancellation of annual prescheduled vacation time, unless it is not possible or operational needs make this not feasible as determined by the Sheriff-Coroner.

ARTICLE 20 - 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, father, brother, sister, child (including California Health and Safety Code, Section 102950), grandmother, grandfather, or 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 hours to be permitted for a bereavement, the department head shall, 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 circumstances showing that the time taken as bereavement leave was reasonably necessary in order for the employee to attend to any necessary family obligations.

ARTICLE 21 - HOLIDAYS

Defined

Except as noted below, whenever the dates listed below fall within the normal workweek of Monday through Friday, they shall be considered holidays, and all employees occupying permanent positions shall be entitled to take the same, up to a maximum of eight (8) hours, without deduction in pay therefore. Except as provided below, whenever the dates listed below fall on either a Saturday or Sunday, they shall not be considered as holidays for County employee benefit purposes regardless of whether or not the employee actually works on that day.

For employees working in a work unit which routinely remains open seven (7) days a week, only the actual days upon which the dates listed below fall shall be considered paid holidays. The Friday immediately preceding or the Monday immediately following January 1, March 31, July 4, November 11, or December 25 is not a County-paid holiday for these employees.

January 1 (New Year's Day)

Third Monday in January (Martin Luther King Jr.'s Birthday)

Third Monday in February (Washington-Lincoln Day)

March 31 (Cesar Chavez' Birthday)

Last Monday in May (Memorial Day)

July 4 (Independence Day)

First Monday in September (Labor Day)

November 11 (Veteran's Day)

Fourth Thursday in November (Thanksgiving Day)

Day following Thanksgiving

December 25 (Christmas)

Every Monday following a Sunday which falls on January 1, March 31, July 4, November 11, or

December 25

Every Friday when such Friday immediately precedes January 1, March 31, July 4, November 11, or December 25

Holiday Pay Eligibility

Employees shall be paid for holiday pay only if they are at work or on an approved paid leave (annual leave, or sick leave, CTO, Holiday time, etc.) 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 or after a County holiday as set forth in Section 900 of the Fresno County Salary Resolution may be required 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 Worked

Whenever an employee is required to work on a holiday and is eligible for holiday pay as listed herein, the time so worked shall be compensated at the rate of two and one-half (2½) times the employee's hourly rate of pay, as defined in the Overtime Pay article of this MOU, for the first eight (8) hours and at time and one-half (1½) the employee's hourly rate of pay for all subsequent hours worked on the holiday. In lieu of the two and one-half (2½) time holiday compensation mentioned above, an employee can choose to receive holiday credit equal to the number of hours worked on a holiday up to eight (8) hours and compensation of time and one-half (1½) for all hours worked on a holiday. If an employee is not eligible for holiday pay as provided herein, the employee shall only be entitled to compensation at the rate of time and one-half (1½) for all hours worked on a holiday as listed herein. Holiday hours to be paid 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 FLSA overtime in the FLSA work period.

Holiday compensation can be received in cash or CTO. If CTO is elected by the employee, it shall be included in the maximum accrual balance for CTO as specified in the Overtime Pay article of this MOU.

Holiday Accrual - Alternative Workweek

Employees in permanent positions who are working an alternative workweek, such as the four (4) day work week, ten (10) hours per day, shall be credited with a maximum of eight (8) hours of holiday time earned for holidays worked and with a maximum of eight (8) hours holiday time credited for a holiday off.

Holidays Falling on Days Off

Except as herein provided to the contrary, an employee shall be credited with up to eight (8) hours of holiday time for a holiday falling on his/her regular day off.

Holiday Accrual (Retirement Credit)

When an employee covered by this MOU accrues a Holiday pursuant to this MOU, such time shall be counted towards final compensation for retirement purposes at the time the Holiday is accrued. For purposes of retroactivity for current employees, the period that employees may, at their option, choose to ask the Retirement Office to go back and calculate Holiday accrual, is at least two (2) years from the effective date of this MOU. (The parties agree to meet and confer prior to implementation of this provision.)

ARTICLE 22 - 4/10 WORKWEEK – UNIFORMED, FIELD PEACE OFFICERS

The Sheriff-Coroner recognizes the advantages, benefits, and importance of the 4/10 workweek. Based on the recommendation and approval of the Sheriff-Coroner, 4/10 workweek scheduling shall continue during the term of this MOU for uniformed, field peace officers.

However, the Sheriff-Coroner shall have the prerogative to discontinue said 4/10 scheduling in the event of severe staffing shortages that may arise during the term of this MOU. In the event such a decision appears imminent, the parties shall meet and confer on the impact of the change.

When satisfactory improvement of staffing level has occurred, as determined by the Sheriff-Coroner, the 4/10 work week shall be reinstated.

ARTICLE 23 - SAFETY EQUIPMENT

When it becomes necessary to replace "ballistic vests" or "raid jackets/vests", incumbents shall be issued new "ballistic vests" or "raid jackets/vests".

ARTICLE 24 - TAKE HOME PATROL VEHICLE PROGRAM

The Take Home Patrol Vehicle Program for Sheriff's Sergeants, as is detailed in Sheriff's Department Policy, shall continue through the term of the MOU under the following terms and conditions:

1. At the request of the Fresno Sheriff's Sergeants Association, the County of Fresno agrees to continue the Take Home Patrol Vehicle Program. The FSSA acknowledges that when the Take Home Patrol Vehicle Program was incorporated into the MOU, as stated in the Sheriff's Department Policy, the employees in the Take Home Program participated voluntarily and without compensation for travel time to and from work (except as set forth in the Sheriff's Department Take Home Patrol Vehicle Policy). The Program has never changed in those respects. Nothing herein shall be deemed a waiver of any claims that are pending in the federal lawsuit of Espinoza, et al v. Fresno County (Civil Case No: 107-cv-01145-OWW-SMS), and nothing contained in this Article or discussed during the 2007-2008 negotiation process shall be used by either party as evidence in the above-mentioned lawsuit. Furthermore, the parties agree that previous MOU articles and the discussions surrounding prior negotiations may be used in the aforementioned lawsuit.
2. Sheriff's Sergeants assigned to Patrol only (excluding the Hospital assignment) shall be provided take home patrol vehicles. If a Sheriff's Sergeant is reassigned to an assignment outside of Patrol, the Sheriff's Sergeant will not be provided a take home patrol vehicle. Assignments that are not eligible for the Take Home Patrol Vehicle Program include, but are not limited to, the Hospital, Courts, Jail, and Air Support. Other assignments may be subject to the Home Garaging program.
3. Take Home Patrol Vehicle privileges may be revoked at the discretion of Sheriff's Management for any individual Sheriff's Sergeant when vehicle privileges have been abused.
4. The Take Home Patrol Vehicle Program for Sheriff's Sergeants, as is detailed in Sheriff's Department Policy, shall govern and shall be referenced in the MOU, however, the policy is not incorporated by mere reference and the details are subject to change during the term of the MOU consistent with BOS policy and Sheriff's department needs, subject to meeting and conferring with FSSA prior to finalizing any changes.

ARTICLE 25 - COUNTY VEHICLE ASSIGNMENTS/HOME-GARAGING

The application process for assignment of County vehicles is contained in the Fresno County Administrative Code and must be followed in order to receive consideration for either permanent assignments or home-garaging privileges.

The County has made clear its intent that a strict application of the criteria listed below by reviewing parties is necessary to assure the maximum efficiency and economy of County operations.

Permanent assignment must be based on the following:

- A. On-the-job utilization of at least one-thousand (1,000) miles per month.
- B. The need to transport specialized equipment not easily transferred between vehicles.

Residence-garaging requires that one (1) of the following criteria be met:

- A. The requirement to respond to an average of six (6) or more after-hour emergency calls per month requiring a vehicle.
- B. The requirement to report directly to the field or depart very late from the field at least four (4) days per week.
- C. The requirement for a specially equipped vehicle for after-hours emergency calls (frequency specified in "A" immediately above).

The Fresno County Administrative Code provides that the County Administrative Officer shall make the final decision regarding permanent assignment and residence-garaging. The County Administrative Officer shall also make the final decision regarding the total number of vehicles at any time assigned within a department, the total number of those vehicles allocated for permanent assignment, and for residence-garaging. The County Administrative Officer may determine it to be operationally necessary to reallocate a County vehicle permanently assigned or residence-garaged at any time.

The parties agree that in individual instances factual information relating to the criteria specified in the Administrative Code may be unclear. In order to assure clarity, the following procedure shall apply:

When either an application for permanent vehicle assignment or residence-garaging has been denied or revoked, the affected employee is entitled to an impartial review of the employee's vehicle use as it relates to the appropriate criteria or criterion described above.

For this extraordinary purpose, the procedures described in Step 3 of the County Employee Grievance Procedure shall be used upon request of the affected employee. If a grievance committee is appointed to review the matter, it shall only find in the employee's favor if the employee has presented unmistakably clear data that the appropriate criteria or criterion has been met. In making its decisions, the committee must also consider the total number of vehicles specifically allocated by the County Administrative Officer for permanent assignment and residence-garaging privileges within the Sheriff's Department.

ARTICLE 26 - TRAINING SESSIONS

The County agrees to conduct those regularly scheduled range training sessions, and related training that can be accommodated during such sessions, during the normal working hours of those required to attend. The Sheriff-Coroner retains the right to schedule any training class, including range training, outside the employee's normal working hours and all such training shall be at the discretion of the Sheriff-Coroner.

ARTICLE 27 - HEPATITIS VACCINATION

The County and the Association recognize that employees covered by this MOU are subject to an occupational risk of exposure to Hepatitis - B.

To minimize the contraction of hepatitis, all employees covered by this MOU shall be screened to determine if the hepatitis vaccination will be of medical benefit to the employee. If it is determined to be of benefit, the employee shall receive the necessary vaccinations at the County's expense. The above screening and vaccination process will be administered through County facilities, unless referred by County Administrative Office.

ARTICLE 28 - REFERENCE MATERIALS

Annually, each January during the term of this MOU, the Sheriff-Coroner will provide all sworn personnel, who are required to use the Penal Code on the job as determined by the Sheriff-Coroner, a current edition of the California Penal Code and related laws.

This Penal Code shall be the personal responsibility of each sworn personnel to whom issued and shall be returned to the Sheriff's Department upon resignation, termination, or transfer or reassignment to a position or assignment not requiring the use of the Code on the job as determined by the Sheriff-Coroner. Should an individual misplace or lose the Code copy, that individual will reimburse the Sheriff's Department for same at rate then current.

ARTICLE 29 - MENTAL HEALTH SERVICES

The County shall continue to provide the same level of professional mental health services to Sheriff's personnel and their families. These services will be provided by a contractor instead of a County employee.

ARTICLE 30 - DEPUTY CORONER FUNCTIONS

Employees covered by this MOU will not be required to perform Deputy Coroner services. Employees shall have the right to refuse to perform Coroner duties except in emergency situations as determined by the Sheriff-Coroner.

ARTICLE 31 - MANAGEMENT RIGHTS

- A. All County rights, powers, functions, and authorities except as expressly abridged by this MOU shall remain vested in the County whether or not they have been exercised in the past.

- B. No portion of this County Management Rights article shall be construed to obligate the County in any way.
- C. 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.
- D. This article is not intended to modify those rights which have been granted to employees in this MOU following procedures specified in Government Code Sections 3500 et seq.
- 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. Nothing in this section shall abridge any rights guaranteed employees pursuant to the Peace Officers' Procedural Bill of Rights Act (Government Code Section 3300 et seq.)
- H. 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, promote, 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 as specified in County Ordinance Code Chapter 2.44, including the suspension of portions or all of this MOU 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 MOU;
14. make all financial and budgetary decisions;
15. establish, allocate, schedule, assign, modify, change, and discontinue workshifts 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.

ARTICLE 32 - ACCIDENTAL DEATH OR DISMEMBERMENT BENEFIT-BOMB TECHNICIAN

The County shall provide a Fifty-Thousand Dollar (\$50,000) accidental death or dismemberment benefit to each Sheriff's Department bomb technician who is injured as a result of an exposure to an explosive ordinance while on an E.O.D. mission or training. The dismemberment component of this benefit shall be structured to provide a graduated payout based on injury up to a maximum of Fifty-Thousand Dollars (\$50,000).

This benefit will be administered through the County's Risk Management Division.

ARTICLE 33 - 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, there shall not be any strikes, work stoppages, sitdowns, sickouts, speed-ups, or 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 during the life of this MOU.

ARTICLE 34 - 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.

ARTICLE 35 - PUBLIC SAFETY OFFICERS' PROCEDURAL BILL OF RIGHTS
APPEAL PROCEDURE – SHERIFF'S DEPARTMENT

- I. Employees to Whom Applicable - This procedure is applicable to employees covered by this MOU.
- II. Appealable Actions - This procedure may be used when an employee whose classification is listed in (I) above alleges one of the following actions has occurred and the employee wishes to appeal under Government Code Section 3300 et seq.:
 - A. Receipt of a written reprimand.
 - B. Reduction in salary through an action taken that is not appealable under Personnel Rule 10.
 - C. Denial of promotion on grounds other than merit.
 - D. Reassignment for purposes of punishment.
- III. Appeal Procedure - Following are the steps an employee is to follow in order to secure a hearing as provided under Government Code Section 3300 et seq.:
 - A. The affected employee shall submit a request in writing for a hearing no later than ten (10) calendar days following formal notification that an action described in (II) above has been or will be taken. The request is to be addressed to the Administrative Captain responsible for administrative matters in the Sheriffs' Department. Failure to timely request a hearing is waiver of the right to a hearing, and the Sheriff-Coroner may take the action proposed in the notice without further employee notice.
 - B. Within ten (10) calendar days of receipt of the request for a hearing, the Administrative Captain shall request a list of five (5) arbitrators from the California Department of Industrial Relations Conciliation Service. Sheriff's Management and the employee shall select the arbitrator from this list by "striking" within ten (10) calendar days of receiving the list. The arbitrator's fees shall be equally shared by the employee and the Sheriff's Department.
 - C. The arbitrator shall schedule and conduct the hearing within thirty (30) calendar days of the notification of selection by the Administrative Captain. An extension up to, but not exceeding thirty (30) calendar days may be granted by the arbitrator.
 - D. The conduct of the hearing shall be informal; rules of evidence shall not apply. Except as provided below, the specific conduct of the hearing shall be as determined by the hearing officer. The following rules shall apply in each hearing:
 1. The arbitrator may compel witnesses to appear on behalf of the employee.

2. Either party may have representation of his/her choice at the hearing.
3. Only witnesses employed by the Sheriff's Department and authorized to testify by Sheriffs' Management on behalf of the Sheriff-Coroner shall be compensated in accordance with this MOU.
4. Either party may use an audio recording device to record the hearing proceedings.
5. The arbitrator shall issue findings and a decision within ten (10) calendar days of the hearing, unless all parties agree to a later date. The decision of the arbitrator is advisory to the Sheriff-Coroner who shall make the final decision. The decision of the arbitrator may, if the arbitrator deems it appropriate, incorporate a recommendation for relief or appropriate corrective action.

ARTICLE 36 - WATCH COMMANDER ASSIGNMENT

Sheriff's Sergeants placed on a Watch Commander assignment shall receive as compensation Twenty-Five Dollars (\$25) per shift when three (3) or more hours per ten (10) hour shift are worked in this capacity.

For purposes of determining eligibility for this differential, a Watch Commander assignment shall consist of that time spent performing the full range of Watch Commander responsibilities as designated by management, such designation shall not be appealable or grievable.

ARTICLE 37 - AIR SUPPORT ASSIGNMENT

Compensation – Tactical Flight Officer

Effective March 27, 2017, Sergeants assigned as tactical flight officers shall receive \$2.50 per hour (up to \$200 per pay period) and will not be paid during periods of time off (e.g. Annual Leave; Vacation and Sick Leave); it shall be prorated on an hourly basis for all hours performed as a tactical flight officer.

- Effective July 3, 2017, the compensation shall increase to \$3.75 per hour (up to \$300 maximum).
- Effective July 2, 2018, the compensation shall increase to \$5.00 per hour (up to \$400 maximum).

ARTICLE 38 - EMPLOYEE GRIEVANCE PROCEDURE

Purpose

It is a mutual obligation on the part of administrative, supervisory and non-supervisory employees of the County of Fresno to provide efficient and continuous services to the public. Employee morale is an important factor in maintaining a high level of public service and the administration has a responsibility to provide an orderly and expeditious method for resolving problems which

may arise from working relationships and conditions. This procedure is intended to provide an orderly method for processing grievances in the interest of obtaining a fair and equitable solution.

Grievance Procedure

Before filing a grievance, be certain to read this entire procedure, including the rules and definitions.

- Step 1: When an employee(s) becomes aware that a problem exists, the employee(s) shall discuss the matter informally with the lowest ranking immediate supervisor whose job classification is not included in the same certified representation unit. This discussion shall be sought by the employee(s) not later than fourteen (14) days after the alleged problem occurred or was discovered.
- Step 2: If within ten (10) days a mutually acceptable solution has not been reached during Step 1, and the employee(s) wishes to pursue the grievance, the employee(s) shall submit it in writing (employee(s) signature(s) required) on the Employee Grievance Form to the department head with a copy to the Human Resources Manager, Labor Relations Division, no later than the end of the tenth (10th) day. Department heads are encouraged to consult with the Human Resources Manager, Labor Relations Division, in their consideration of a Step 2 response. The department head will give notice and hear the grievance, and render a written decision on the grievance form within fourteen (14) days of receipt of the formal grievance from the employee(s).
- Step 3: Grievances unresolved at Step 2 may be submitted to Mediation by mutual written agreement between the employee's representative and the Human Resources Manager of the Labor Relations Division within five (5) calendar days of receipt of that decision. If agreed, the parties shall obtain the services of a mediator from the California State Mediation and Conciliation Service in an effort to mediate grievance resolution before Step 4 is pursued. The parties shall not divulge in any form the offers made in mediation.
- Step 4: If the employee(s) is dissatisfied with the decision of the department head, the employee(s) may within five (5) days of receipt of that decision, or within five (5) days of the conclusion of mediation efforts, request that the grievance be presented to a grievance committee for review. Such request shall be submitted to the Human Resources Manager, Labor Relations Division. At this time, if the Human Resources Manager is unable to resolve the grievance informally within fourteen (14) days, steps shall be initiated to convene a grievance committee which shall meet to hear the matter at the earliest possible date. The committee shall state in writing its factual findings and reasons for its decision.

NOTE: The parties may, by mutual agreement, proceed immediately to Step 4 of the grievance procedure.

If the decision of the grievance committee can be implemented by the department head without Board of Supervisors' action, the recommendation shall be implemented by the department head.

If the decision of the grievance committee cannot be implemented by the department head, but requires Board of Supervisors' action, the recommendation shall be submitted for consideration by

the Board of Supervisors within thirty (30) days of the decision. The action of the Board of Supervisors shall be final and binding.

If the decision of the grievance committee can be implemented by the department head and without Board of Supervisors' action, the County or the employee(s) may seek relief in a court of law. A party desiring to reserve the right to appeal the grievance committee's decision in a court of law pursuant to these rules has the burden of preserving the record of the hearing. A party who plans to use a court reporter shall inform the other party in order to avoid duplication of costs. Appeal from decisions by the grievance committee shall be on the record of the grievance committee's hearing by administrative mandamus under California Code of Civil Procedure Section 1094.5, which appeal shall be filed within thirty (30) calendar days after the grievance committee's decision. The grievance committee's decision shall not be considered filed until all three (3) committee members' signatures have been obtained.

Grievance Procedure Rules

1. All parties so involved must act in good faith and strive for objectivity, while endeavoring to reach a solution at the earliest possible step of the procedure. The aggrieved employee(s) shall have the assurance that filing of a grievance will not result in reprisal of any nature.
2. A grievance shall be filed using the Employee Grievance Form. The Employee Grievance Form will be made available through the individual departments, the Labor Relations Division, and each employee organization.
3. The aggrieved employee(s) shall have the right to be represented or accompanied by a person of the employee(s) choice if the complaint is not resolved at the informal level as provided for in Step 1 of the grievance procedure. This representation may commence when the grievance is presented in writing at the formal level as provided in Step 2 of the grievance procedure.
4. The processing of a grievance shall be considered as County business. In granting an employee time and facilities involving the processing of a grievance, the department head or his/her designee shall take into consideration the "impact" on departmental operations.
5. Certain time limits in the grievance procedure are designed to quickly settle a grievance. It is realized, however, that on occasions, the parties concerned may be unable to comply with the established limitations. In such instances, the limitations may be extended upon the mutual agreement of all parties concerned.
6. Failure of the aggrieved employee(s) to file an appeal within the prescribed time limit for any step of the procedure shall constitute abandonment of the grievance. County management personnel involved shall abide by prescribed time limits. Failure to do so shall be considered an automatic ruling in favor of the grievant in any instance where the department head would have had the authority to grant such settlement. No such ruling shall be considered precedent-setting.
7. Any person responsible for conducting any conference, meeting, or hearing under the formal grievance procedure shall give due and timely notice to all persons concerned.

8. When two (2) or more employees experience a common grievance, they may initiate a single grievance proceeding. The initial hearing of the grievance shall be by the department head. If the employees work in separate departments, the grievance shall be referred immediately for grievance committee decision.

Definitions

County Administrative Officer - The County Administrative Officer or his/her designated representative.

Day - A work day during which the County's Administrative Offices are open for business.

Department Head - The administrative head or acting head of the department involved, or a designated representative.

Employee - An individual occupying a position permanently allocated by the Board of Supervisors as a part of the regular staffing of the department. Extra-help employees are not considered to occupy permanently allocated positions.

Grievance - A grievance is a complaint relating to any phase of an employee's employment or working conditions which the employee believes has been adversely affected because of:

A misapplication of a Memorandum of Understanding, Ordinance or Resolution of the Board of Supervisors, or of the written policies, administrative orders, or a clearly established lawful past practice of a department, relating to the employment of the individual; provided, however, that such complaint shall not include an action subject to the jurisdiction of the Civil Service Commission or any other matters which are otherwise reviewable pursuant to another administrative remedy.

Grievance Committee - This committee shall be composed of the following three (3) members:

1. The grievant shall select one (1) member who shall serve voluntarily without compensation, unless that member is a County employee. In that case, the employee shall receive normal compensation when serving during regular working hours. No overtime shall be paid when part or all of the process occurs outside regular working hours. This member shall not be a party of interest to the grievance.
2. The County Administrative Officer or his/her representative, who shall not be an employee of the same department as the grievant.
3. A representative selected by the above-mentioned members from a panel of five (5) candidates submitted by the California Department of Industrial Relations State Mediation and Conciliation Service. Said member so selected shall serve as Chairperson, and the cost of the Chairperson shall be borne equally by both parties.

The parties may, by mutual agreement, select to have the grievance reviewed only by a representative selected from a panel of five (5) candidates submitted by the California Department of Industrial Relations Conciliation Service. The cost of the member so selected shall be borne equally by both parties.

Immediate Supervisor - The individual who assigns, reviews, or directs the work of an employee, and who is not in a job classification in the same certified representation unit as the grievant.

Representative - The person selected by the employee to appear along with the employee in the presentation of a grievance.

ARTICLE 39 - ASSOCIATION BUSINESS - FSSA

The Association and County agree to establish a bank of leave hours to be used as paid time off in the conduct of Sheriff's Sergeants Association business. This agreement is subject to the following conditions:

Effective the last pay period in February, the County shall deduct from the annual or vacation leave balances of each Unit 14 employee sufficient hours and/or fractions thereof (not to exceed seven (7) hours per employee and rounded to the nearest tenth of an hour only), that shall equal in the aggregate a 1,000 hour bank. Because the number of employees in Unit 14 fluctuates, the parties recognize that the total bank of hours may range between 950 and 1,050 depending upon the number of employees as of the last pay period in February.

The parties agree that all employees who have annual or vacation leave balances as of the last pay period in February shall donate the above specified hours. This includes individuals on Labor Code 4850 and other approved leaves of absence.

Hours from the bank may be used by representatives designated by the Association in the conduct of official Association business pursuant to a list provided by the Association. Individuals requesting time off for such use shall do so in the same manner they request use of annual or vacation leave for other purposes and the time off shall be granted or denied on the same basis that any other request for leave is granted or denied by management.

No one Association member, except the Association president, may use more than 50% of the total bank hours established in February. This condition shall be applicable during any February to February period.

Hours deducted from employee balances shall not count toward the 120-hour mandatory annual leave usage requirement.

Association representatives using hours from the bank shall report such usage on their time sheets under an earn code specified by the County. The County assumes responsibility for assuring that hours used do not exceed those established in the bank annually.

ARTICLE 40 - TIER II SAFETY RETIREMENT PLAN - MANDATORY

Any employee hired between February 28, 2006 and June 10, 2012, into a permanent position in a safety classification covered by this MOU shall be enrolled into the Tier II Safety Retirement Plan as follows:

- Tier II Safety – G.C. 31664.2 (3% at 55 years of age)

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 Safety.

Any Safety member occupying a permanent position that is represented or unrepresented, who promotes, demotes or transfers into a permanent position in a Safety classification represented by the Fresno Sheriff's Sergeants Association, shall continue under the retirement tier in which they were enrolled immediately prior to their promotion, demotion or transfer.

Any Safety member occupying a permanent position represented by the Fresno Sheriff's Sergeants Association, who promotes, demotes or transfers into a permanent position in a Safety classification that is represented or unrepresented, shall continue under the retirement tier in which they were enrolled immediately prior to their promotion, demotion or transfer.

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	↘	

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 II Safety Retirement Plan - Mandatory is for the parties' general reference, and does not modify the County Board resolutions or County ordinances which established the tiers.

ARTICLE 41 - TIER IV SAFETY RETIREMENT PLAN - MANDATORY

Any employee newly hired into a permanent position between June 11, 2012, and December 23, 2012, in a safety classification covered by this MOU shall be enrolled into the Tier IV Safety Retirement Plan as follows:

- G.C. 31664 – 2.00% @ age 50; 2.62% @ age 55
- G.C. 31639.25 – Default Member Contribution
- G.C. 31462 - 3 year average for final compensation
- 0% Cost of Living

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 IV Safety.

Any Safety member occupying a permanent position that is represented or unrepresented, who promotes, demotes or transfers into a permanent position in a Safety classification represented by the Fresno Sheriff’s Sergeants Association, shall continue under the retirement tier in which they were enrolled immediately prior to their promotion, demotion or transfer.

Any Safety member occupying a permanent position represented by the Fresno Sheriff’s Sergeants Association, who promotes, demotes or transfers into a permanent position in a Safety classification that is represented or unrepresented, shall continue under the retirement tier in which they were enrolled immediately prior to their promotion, demotion or transfer.

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 Safety Retirement Plan – Mandatory is for the parties’ general reference and does not modify the County Board Resolution or County Ordinances which established this tier.

ARTICLE 42 - TIER V SAFETY 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 § 7522.25(d) which is known as "Safety Option Plan Two," 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 Safety Retirement Plan.

Consistent with PEPRA, the exception to being enrolled into Safety 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 Safety Tier IV.

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

ARTICLE 43 - 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.

ARTICLE 44 - 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 addenda and sideletter agreements), whether formal or informal, regarding any such matters are hereby superseded and terminated in their entirety. With respect to addenda and sideletter agreements, all previously existing addenda and sideletter agreements that have not expired, and addenda 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, addenda, 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.

The parties acknowledge that, for the life of this MOU, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter pertaining to or covered by this MOU, or any other matter within the scope of negotiations, notwithstanding any other provisions of law to the contrary. Furthermore, the parties agree that neither party shall lobby the board of the other party regarding making changes on matters within the scope of negotiations that could occur during the term of the MOU.

ARTICLE 45 - 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.

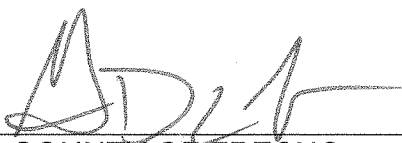
ARTICLE 46 - MOU REOPENERS

Salary

- Should base salary increase for Deputy Sheriffs, Unit 14 may request to re-open the MOU regarding compaction, no sooner than July 1, 2018.

ARTICLE 47 - TERM OF MOU AND RENEGOTIATION

This MOU shall be in effect from March 27, 2017, through December 15, 2019. The parties agree to begin negotiations on a successor MOU on or about September 2019.



COUNTY OF FRESNO

3.8.17

DATE



FRESNO SHERIFF'S SERGEANTS
ASSOCIATION - UNIT 14

3-8-17

DATE