

MEMORANDUM OF UNDERSTANDING

BETWEEN

**FRESNO COUNTY PUBLIC
SAFETY ASSOCIATION**

UNIT 2

(SHERIFF'S AND PROBATION PERSONNEL)

AND

THE COUNTY OF FRESNO

OCTOBER 22, 2018 – OCTOBER 18, 2020

UNIT 2

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ARTICLE 1 – INTRODUCTION/PURPOSE

We the Undersigned, duly appointed representative of the County of Fresno, hereinafter referred to as “County” and the Fresno County Public Safety Association, 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 2. 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.

ARTICLE 2 – 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 of all employees whose classifications have been certified for inclusion by the Fresno County Civil Service Commission in Unit 2.

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.

ARTICLE 3 – NON-DISCRIMINATORY POLICY

Neither the Association nor the County shall unlawfully discriminate against any employee for reasons prohibited by law.

ARTICLE 4 – RELEASE TIME

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 Association, that employee: may have release time with prior department head approval for presentations to County Boards, Committees, and Commissions; may have release time as approved for meeting with management at the departmental and County-wide level; will submit a written request to the department head at least forty-eight (48) hours prior to the scheduled meeting unless waived by mutual agreement. Reasonable time off will be approved if it does not interfere with the performance of County services as determined by the department head.

ARTICLE 5 – REPRESENTATIVE ACCESS

Consistent with the County Employee Relations Ordinance, authorized Representatives will be granted reasonable access to work locations, with the approval of the appropriate management representative, for the purpose of conducting grievance investigations and observing working conditions.

ARTICLE 6 – SHOP STEWARDS

Purpose

The County recognizes the need and affirms the right of the Association to designate Shop Stewards from among employees in the Unit. It is agreed that the Association appointing such Shop Stewards does so with the purpose of promoting an effective relationship between supervisors and employees by helping to settle problems at the lowest level of supervision.

Role of Steward and Supervisor (Out-of-Unit)

The Shop Steward recognizes the fact that the out-of-unit supervisor is the representative in the department and, as such, is responsible to higher management for the quality of the work. As the out-of-unit supervisor is the representative for management, the Shop Steward is the representative of the Association. They must be willing to meet in good faith to settle grievances as they arise. The Shop Steward understands that the Stewardship function does not relieve them from conforming to all rules of conduct and standard of performance established by law, regulations, County or department policy of this MOU.

Selection of Stewards

The Association shall reserve the right to designate the method of selection of the Shop Stewards. The Association shall provide, in writing, a list of all Shop Stewards and Unit Officers to the Human Resources Department – Labor Relations and the appropriate department head(s) in February of each year. Further, the Association shall notify Labor Relations and the appropriate department head(s) each time there is a change of either Stewards or Unit Officers.

The total number of Shop Stewards allowed for this Unit shall be thirty (30). The County and Association agree that the Shop Steward's area of responsibility is limited to their own department.

If a Steward promotes, demotes, or otherwise leaves the work location, the Association shall have the right to appoint a replacement.

Duties and Responsibilities of Stewards

The following functions are understood to constitute the duties and responsibilities of Shop Stewards:

Upon request of the aggrieved employee, and when the grievance has been reduced to writing as specified in the grievance procedure, a Steward may investigate the grievance provided it is in the Steward's area of responsibility (same department), as assigned by the Association, and assist in its presentation. Stewards shall be allowed a reasonable time for this purpose during their work shift without loss of pay, subject to prior notification and approval by their out-of-unit supervisor. Grievances will be handled by one (1) Steward, but the Association may assign not more than two (2) Stewards to a group grievance.

After obtaining out-of-unit supervisory permission, Shop Stewards will be permitted to leave their normal work area during on-duty time in order to assist in presentation of a grievance. To obtain permission to investigate a grievance on on-duty time, the Steward shall advise the out-of-unit

supervisor of the general nature of the grievance. The Shop Steward is permitted to discuss the problem with all employees immediately concerned and if appropriate, to attempt to achieve settlement with the appropriate management representative involved. Agencies, wards, clients, detainees, and outside interested parties will not be contracted by Stewards as part of the grievance process.

If, in the judgment of the out-of-unit supervisor because of the necessity of maintaining adequate level of service, permission cannot be granted immediately to the Shop Steward in order to present or investigate a grievance during on-duty time, such permission shall be granted by the out-of-unit supervisor no later than the next working day from the date the Shop Steward was denied permission.

Shop Stewards may utilize the County E-mail system pursuant to his/her duties and responsibilities as defined by this MOU.

Limitation of Time Off

Stewards shall not be permitted time away from their work assignments for the purpose of conducting general Association business, consistent with the Employee Relations Ordinance.

ARTICLE 7 – SALARIES

Salaries for all classifications covered by this Unit shall be as specified on Addendum – Salaries.

ARTICLE 8 – 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.

ARTICLE 9 – 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 documented additional costs of security, supervision, damage and cleanup, and shall comply with County regulations for assignment and use of such facilities.

ARTICLE 10 – SAFETY AND HEALTH

It is the duty of management to make reasonable effort to provide and maintain a safe and healthy place of employment. The Association will cooperate by encouraging all employees to perform their work in a safe manner. It is the duty of all employees in the course of performing their

regularly assigned duties to be alert to unsafe and/or unhealthy practices, equipment, and conditions and to report any such unsafe and/or unhealthy practices or conditions to their immediate supervisor.

ARTICLE 11 – 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.

Appeals to any disciplinary action so imposed will be governed by applicable provisions of said Personnel Rules. Disciplinary action other than those defined above shall not be governed by the provisions of this section.

ARTICLE 12 – 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 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 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, such employee shall be required to pay one-half (½) the current employee 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.

ARTICLE 13 – ANNUAL LEAVE

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

All employees hired on or after October 10, 1983, will participate in the Annual Leave IV Plan as governed by the Fresno County Salary Resolution, Section 600.

ARTICLE 14 – HOLIDAYS

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 in this MOU:

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' Birthday)
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 or after a County holiday as set forth in this MOU may be required by the department head with reasonable cause 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 as defined above, 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, up to a maximum of 24 hours. If the holiday falls on the employee's regular day off, and the employee works the holiday, he/she may elect to accrue up to eight hours in lieu of holiday pay. The combined balances of Holiday (maximum 24 hours) and Compensatory Time Off for those eligible (per Article 26 – Compensatory Time Off) shall not exceed sixty (60) hours.

Employees in a permanent position working a flexible workweek, e.g. 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 hours per day, a holiday off shall either be supplemented by Annual Leave, other accrued paid time, or unpaid leave.

Compensation for Time Worked on a Holiday

When employees represented by this Unit 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.

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. Employees may elect to accrue Compensatory Time Off for these overtime 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 - Part-Time Employees

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.

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.

Holidays - Seven Days a Week Work Units

Notwithstanding the above, only the actual days upon which January 1, March 31, July 4, November 11, and December 25 fall shall be considered paid holidays for Correctional Officers, Juvenile Correctional Officers, and Security Officers who are employed in a work unit which routinely operates seven (7) days a week and who are required to work on those dates.

ARTICLE 15 – JOB SECURITY

When advance knowledge of the impact of pending changes in function, organization or operating is available which will result in the abolition of positions, or when there is any major reassignment of functions from one department to another or to another agency, within the scope of the Personnel Rules, management will make an intensive effort to either reassign or transfer affected employees to other positions in order to retain their services.

Management agrees that training programs will not be established for the purpose of depriving qualified employees of higher earnings.

Further, that in the event the County enters into any agreement with another public employer or private entity which involves the transfer of functions now being performed by employees in this representation Unit or the law provides for the transfer of functions now being performed by employees in this Unit to another public or private agency, the County will advise such public or private entity of the existence and terms of this MOU, and will immediately advise the Association of such agreement or law. It is mutually understood and agreed that such notification is simply for informational purposes and shall in no way be construed as obligating the new employer to recognize the Association as a bargaining agent for its employees; and that the intent of this notification is not to require that the new employer abide by terms of this MOU, but rather as an assistance in apprising the new employer of working conditions which have been in effect with the County.

The County will meet and confer with the Association regarding the impact of management's decision to contract out services where those services are being performed by current incumbents of affected Unit classifications and where layoffs may be contemplated because of the decision to contract out services.

ARTICLE 16 – 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 one-hundred eighty (180) 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 interests 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.

ARTICLE 17 – REPRESENTATION IN COURT

Subject to all appropriate provisions of California Government Code Sections, the County will, upon request of an employee or former employee, defend against any claim or action for an injury arising out of an act or omission 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.

ARTICLE 18 – COURT APPEARANCES

All employees covered by this MOU shall receive full compensation as though they were performing their regular duties during such time as they are required to appear as a witness before the Grand Jury, or before any court as:

- a. A juror.
- b. Witness in a criminal case.
- c. Witness in a civil case for the purpose of giving testimony as to facts related to or the knowledge of which they have received in the course of their County employment.
- d. A party to an action arising out of the course of his County employment.

They shall claim any jury, witness, or other fee to which they may be entitled by reason of such appearance and forthwith pay the same over to the Auditor-Controller/Treasurer-Tax Collector to be deposited in the appropriate fund of the County.

Employees of the Sheriff's Department covered by this MOU who are called for jury duty, will be required to work the day shift on the dates the jury summons is valid. If required to attend jury duty, the "court liaison officer" will notify the employee.

All other employees covered by this MOU who are called for jury duty must be assigned to a Monday through Friday, 8:00 a.m. to 5:00 p.m. schedule.

Employees covered by this MOU shall not be compensated for performing as a member of any Grand Jury.

ARTICLE 19 – 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, four percent (4%) 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 use, holiday time off and temporary reassignment to work hours excluded from shift premium payment.

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.

Note: For Correctional Officer classification series, see Article 36 – Correctional Officer Assignments.

ARTICLE 20 – NEW EMPLOYEE ORIENTATION

The County agrees to maintain, within budget constraints, during the term of this MOU, 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 also be allowed for questions and answers. The County will schedule each new employee for orientation within forty-five (45) working days of hire.

ARTICLE 21 – CLASS SPECIFICATIONS

In the event class specifications for classifications covered in this Unit are revised, the County agrees to provide the Association with copies of the revised specifications as soon as they are promulgated. Such copies shall serve as notice to the Association relative to impact bargaining. At the Association's request, the County will meet and confer on the impact of changes to class specifications for classifications covered by this Unit.

ARTICLE 22 – FLEXIBLE WORK WEEK SCHEDULES

At the request of either the County or the Association, the parties agree to meet and confer on flexible workweek arrangements.

ARTICLE 23 – 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 24 – 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 agreement. 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.

ARTICLE 25 – VOLUNTARY “JOB-SHARING” PROGRAMS

If layoffs are to occur in any classification in this Unit, the County and the Association agree, at the Association’s request, to meet and confer regarding voluntary departmental “job-sharing” and/or reduced work-week programs as an alternative to those layoffs.

ARTICLE 26 – COMPENSATORY TIME OFF

Employees covered by this MOU in departments listed below 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):

Agriculture
Behavioral Health
Child Support Services
County Clerk
County Counsel
District Attorney
Internal Services
Library
Public Health
Public Works & Planning
Sheriff
Social Services

Employees may request to be paid in cash at any time for accrued hours. Use of compensatory time off shall be at a time mutually agreed upon by the employee and department head or his/her representative. Compensatory time off 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.

ARTICLE 27 – STAND-BY

When Correctional Officers are ordered, as a result of emergency situations, to stand-by for duty, and restricted as to their movements while off duty, they will be compensated at twenty-five percent (25%) of their base salary for such time (one-half hour minimum).

When Correctional Officers and Juvenile Correctional Officers are ordered to stand by for court time and restricted to their movement while off duty, they shall be compensated at twenty-five percent (25%) of their regular hourly rate for such time (one hour minimum).

ARTICLE 28 – CALL-BACK

Call-Back - General

An employee in the Correctional Officer classification series shall be eligible for call-back pay when all of the following conditions are met:

1. The employee is unexpectedly ordered to return to work by his department head and does, in fact, return to work.
2. The order to return is given to the employee following termination of his normal shift and his departure from his work location.
3. 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 regular shift.

Compensation for call-back shall be the greater of:

1. Minimum of two (2) hours overtime; or
2. Time spent at the work location.

Effective April 15, 1986, under these circumstances, the employee shall be paid at the rate of time and one-half 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 for Correctional Officers. In these latter circumstances, the employee shall be paid at the rate of time and one-half his/her regular hourly rate of pay, as defined by FLSA.

Employees who meet the criteria for use of private vehicles shall be reimbursed for mileage driven both ways between their permanent local residence and their reporting point at the current reimbursement rate when called back to work.

ARTICLE 29 – COURT TIME

Court Time - Correctional Officers

Whenever a Correctional Officer is required to appear in Court as a witness to testify as to matters discovered in the course of his duties, and such appearance is outside his regular shift, the employee shall be paid for a minimum of two (2) hours worked at the rate of time and one-half 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. In these latter circumstances, the employee shall be paid at the rate of time and one-half his/her regular hourly rate of pay, as defined by FLSA, effective April 15, 1986.

Employees called back to duty under provisions of this article shall additionally be compensated at time and one-half their base hourly rate for thirty (30) minutes' travel time.

ARTICLE 30 – EDUCATIONAL INCENTIVE – CORRECTIONAL OFFICER

Effective December 12, 2011, Correctional Officers who have satisfactorily completed the Correctional Officer Educational Incentive Program, Intermediate Certificate Equivalency shall be compensated at a rate of one and one quarter percent (1.25%) above their base salary. Correctional Officers who have satisfactorily completed the Advanced Certificate Equivalency shall receive two and one-half percent (2.5%) above their base salary (no stacking). The Certificate Equivalency percentage payment shall only apply upon receipt of the proper certificate by Human Resources.

CORRECTIONAL OFFICER EDUCATIONAL INCENTIVE PROGRAM

Intermediate Certificate Equivalency

1. Shall have completed probation period prescribed by the employing jurisdiction, but in no case less than one (1) year.
2. Shall have acquired the following combination of education and training points combined with the prescribed years of correctional experience, or the college degree designated, combined with the prescribed years of correctional experience. (Table 1*)
3. Satisfactory completion of the following college courses:

California State University

1. Correctional Institutions or Institutional Treatment of the Offender
2. Psychology of Crime

Advanced Certificate Equivalency

1. Possession of Intermediate Certificate Equivalency.
2. Shall have acquired the following combinations of education and training points combined with the prescribed years of correctional experience, or the college degree designated combined with the prescribed years of correctional experience. (Table 2*)
3. Satisfactory completion of the following college courses:

California State University

1. Correctional Institutions or Institutional Treatment of the Offender
2. Psychology of Crime

*Table 1

Intermediate Certificate Equivalency

Minimum Training Pt. Including Basic C/O Academy	15	30	45	Academy	Academy
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Minimum Education					
College Units	15	30	45	AA	BA
Years of Correctional Experience	8	6	4	4	2

*Table 2 Advanced Certificate Equivalency

Minimum Training Pt. Including Basic C/O Academy	30	45	Academy	Academy	Academy
Minimum Education					
College Units	30	45	AA	BA	Master's
Years of Correctional Experience	12	9	9	6	4

One training point = 20 hours of in service training.

One college unit = 1 training point.

1. College units can be substituted for training points, but training points cannot be substituted for college units.
2. Satisfactory completion of the United States Department of Justice (Bureau of Prisons) training course in Jail Operations and possession of certificate, worth two (2) training points.
3. Satisfactory completion and possession of certificate of completion of Fresno City College 40-hour Correctional Officer Course, worth four (4) training points.

ARTICLE 31 – TRAINING OFFICER DIFFERENTIAL

Correctional Officer IIIs who are assigned by Sheriff's Management to perform Jail Training Officer duties shall be compensated an additional two and one-half percent (2.5%) of base salary for actual hours worked as a Jail Training Officer. Correctional Officer IVs shall not be eligible for this differential since this type of assignment is considered a part of their job duties and responsibilities. Sheriff's management shall notify each Correctional Officer III within one week of the decision to assign the Correctional Officer III as a Jail Training Officer. The parties agree that neither Correctional Officer I nor II will be used as Jail Training Officers.

The classification of Juvenile Correctional Officer I/II and Security Officer II who are assigned by management to perform training officer duties shall be compensated at the rate of \$50.00 per pay period for these additional duties.

ARTICLE 32 – SECURITY OFFICER II LEAD WORKER ALLOWANCE

Employees in the classification of Security Officer II, who are assigned by management to perform lead work involving assigning, reviewing and coordinating the work of employees shall receive an allowance of \$23.08 per pay period, pro-rated for the actual number of hours worked, not to exceed eighty (80) hours per pay period. There shall be no allowance paid during periods of Annual Leave, sick leave use, and during holiday time off.

Employees designated by the Department Head to receive this allowance do so at the pleasure of the Department Head and assignment decisions designating or removing designation are not grievable or appealable to the Civil Service Commission, or subject to challenge in a court of law.

ARTICLE 33 – BILINGUAL SKILL PAY

Employees are eligible for bilingual skill pay of \$50.00 per pay period. Designated Bilingual Skill Pay positions are at the sole discretion of the Department Head. Position designation/eligibility shall be governed by the Fresno County Salary Resolution, Section 533, with the exception of 533.1 and 533.12.

Pay Provisions:

1. Bilingual Skill Pay shall be paid in the amount of \$50.00 per pay period.
2. Employees shall be paid in the amount of \$50.00 per pay period regardless of the number of languages they are certified for.

ARTICLE 34 – MENTAL HEALTH SERVICES

The County shall continue to provide the current level of professional mental health services to Correctional Officers and their families. These services will be provided by a contractor instead of a County employee.

ARTICLE 35 – ON-THE-JOB INJURIES – LIGHT DUTY

The County, with the Sheriff's Office and Probation Department, and through the Risk Management Division of Human Resources, will review its current policies relative to light duty for Correctional Officers and Juvenile Correctional Officers who have suffered on-the-job injuries. Employees may be provided, if practicable, 24-Hour notice prior to the employee returning to work. Changes, if any, from current policy shall be at the discretion of the County.

ARTICLE 36 – CORRECTIONAL OFFICER ASSIGNMENTS

The terms and conditions regarding Correctional Officer assignments to facilities, shifts and days off are set forth below:

1. Sheriff's Management will determine the number and qualifications of personnel required for all jail facilities, watches, platoons, and days of the week.
2. Sheriff's Management will determine, and identify both specialized and non-specialized assignments, the number of eight, ten, and/or twelve hour work schedules, and operational needs for all jail facilities, watches, platoons, and days of the week.
3. Sheriff's Management agrees that eight-hour work schedules will continue for at least Calendar Years 2015 and 2016. The County agrees to meet and confer on the impact if eight-hour work schedules are eliminated after 2016.

4. Specialized Assignments:

The following specialized assignments/needs include, but are not limited to:

- a) Population Management
- b) Training
- c) Special Functions
- d) Booking and Records
- e) Transportation
- f) Transition from Jail to Community (TJC)

During the term of this agreement, nothing contained herein shall preclude Sheriff's management from adding or eliminating Specialized Assignments. In addition, specialized assignments may be augmented by other staff as needed and as determined by the Sheriff based on operational needs. Furthermore, permanent staffing allocations for existing specialty assignments may be increased as determined by the Sheriff based on operational needs. Finally, the Sheriff may create new specialized assignments for new or existing staffing allocations, but no new specialty assignment will be established for the sole purpose of circumventing the seniority shift selection process contained in this article.

5. Jail Facilities Work Schedules:

Correctional Officers will work one of the following work schedules:

- a) Eight-hour work schedule [Ten, 8-hour workdays per pay period (80 hours)]. Starting times for 8-hour shifts will be 6:00 A.M., 2:00 P.M. and 10:00 P.M.
- b) Ten-hour work schedule [Eight, 10-hour workdays per pay period (80 hours)]. Starting times for 10-hour shifts will be based on the needs of the specialty unit.
- c) Twelve-hour work schedule [Seven, 12-hour workdays per pay period (84 hours)]. Platoons starting times will be 6:00 A.M. and 6:00 P.M.

6. Overtime Payment:

- a) Eight-hour work schedule: (refer to Article 57 – Overtime/Productive Time).
- b) Ten-hour work schedule: Overtime shall only be paid for authorized work performed in excess of ten hours in a workday or over 40 hours in a workweek (refer to Article 57 – Overtime/Productive Time for other applicable Overtime provisions).
- c) Twelve-hour work schedule: Overtime shall only be paid for authorized work performed in excess of twelve hours in a work day or over 84 hours in a pay period (refer to Article 57 – Overtime/Productive Time for all other applicable Overtime provisions).

7. Scheduling of Overtime:

The following overtime scheduling order shall be in effect:

- a) Volunteers, including employees on volunteer sign-up sheet and current “buddy system”, (solicited prior to any employee being ordered over);

- b) Employees in the middle of their respective work week;
- c) Employees on their last work day prior to their Regular Days Off (RDO);
- d) Only under extra-ordinary circumstances, employees off on RDO.

8. Holidays:

- a) Full-time employees shall be credited with eight hours of Holiday time for holidays worked or taken consistent with Article 14 – Holidays.

9. Regular Days Off:

Employees shall be scheduled with consecutive regular days off (RDO). Employees shall not be scheduled with split RDO.

10. Rest Periods and Meal Breaks:

Correctional Officers assigned to a twelve-hour workday schedule shall generally be entitled to three rest periods and a meal break. Rest periods and meal breaks will generally be fifteen minutes and forty minutes, respectively. Rest periods and meal breaks do not begin until the designated Relief Officer releases the Correctional Officer. Rest periods and meal breaks are County-paid time; during periods of heavy workload and/or abnormal staffing shortages, rest breaks may not be possible. (For all other work schedules refer to Article 46 – Rest Periods – Correctional Officers.)

11. Annual Work Shift/Assignment Sign-Up Process:

- a) Sheriff's management and the Association shall mutually agree on the location for shift/assignment sign ups. Sheriff's management and three Association representatives (with paid release time), will oversee the sign-up process. No overtime shall result from participating in the sign-up process.
- b) Specialty Shifts/Assignments: Employees will be assigned to shifts/assignments within Teams at the discretion of Sheriff's management. Once assignments have been made to Specialty shifts/assignments, Correctional Officers will be allowed to sign up for regular days off and vacation by seniority with the Jail.
- c) Non-Specialty Shifts/Assignments: Employees shall sign up for shifts/assignments within Teams by appointment only. An appointment notice shall be sent to all employees one calendar month in advance of their sign-up appointment. Proxy sign-ups will be permitted for employees who are unable to attend their scheduled appointment due to a short-term absence (e.g. out ill; vacation). Employees who have been on a long-term leave of absence for six months or longer at the time of shift/assignment sign-ups will not be allowed to sign-up during that year's shift selection process.
- d) Correctional Officer IV (CO IV): CO IVs shall sign-up by seniority by date of promotion.
- e) Correctional Officer II and III (CO II and III): CO IIs and IIIs who have completed their initial probationary period and have one year of experience working in the Jail shall sign up by seniority by date of hire. Seniority as defined in this section is the employee's first date of continual service in the Jail in his/her current job classification.

- f) Correctional Officer I (CO I): CO Is shall be assigned to shifts and assignments at the discretion of Sheriff's management.

12. Shift Premium:

Correctional Officers assigned a regular shift to either Watch I (8-hour shifts) or Platoon "B" (12-hour shifts) shall be paid, in addition to their base 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:

- a) There shall be no shift premium paid when the employee is not actually working Watch I or Platoon "B" (e.g. employee is scheduled to work another shift or is off work on paid or unpaid time).
- b) Any Correctional Officer (e.g. working Watch II or III, or Platoon "A") who works overtime hours that extend into the Watch I or Platoon "B" shifts shall not be eligible to receive shift premium.
- c) Whenever an employee regularly scheduled to Watch I or Platoon "B" is required to perform overtime work before or beyond the end of his/her regularly scheduled Watch I or Platoon "B" shift, he/she shall not receive shift premium for any overtime hours worked that occur outside of his/her Watch I or Platoon "B" Shift.
- d) Any Correctional Officer who is temporarily assigned to the Watch I or Platoon "B" shift, or any Watch I or Platoon "B" Correctional Officer who is required to work an extra Watch I or Platoon "B" shift, shall be eligible for the 4% shift premium. In this instance only, if the employee is then eligible for overtime, the shift premium will be used in determining cash payment, if any, for overtime hours worked.

13. Vacation Requests:

Once sign-up have been completed, employees will be permitted to sign-up for vacation time off. Vacation sign-ups will be considered based on the Team and "seniority number" of the Correctional Officer. There will be two rounds of vacation time off sign-ups. During the first round of sign-ups, employees will be permitted to sign up for up to four weeks of vacation time off. During the second round of sign-ups, eligible employees will be permitted to sign-up for a 5th or 6th week of vacation time off.

14. Training:

Any Correctional Officer assigned to the Transportation Unit by Sheriff's management will be sent to P.C. 832 training. Employees who do not successfully pass this training will be reassigned at management's discretion.

15. Reassignments:

The foregoing process does not preclude the reassignment of personnel to different shifts or days off due to facility needs or staffing requirements. However, those individuals with least seniority, whenever practicable, will be reassigned first. Reassignments shall not be grievable

or appealable. There will be no days off or shift “seniority bumping” due to personnel transfers, resignations, promotions, etc., during the payroll year.

ARTICLE 37 – UNIFORM ALLOWANCE – CORRECTIONAL OFFICERS

Effective October 1, 2013, a uniform allowance of \$19.23 per pay period shall be provided for employees in the Correctional Officer classification series. 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.

ARTICLE 38 – DRESSING TIME – CORRECTIONAL OFFICERS

Time spent by Correctional Officers dressing in and out of uniform at the worksite is not County-paid time.

ARTICLE 39 – SPECIAL PROVISIONS – SECURITY OFFICER I/II

1. The County agrees to provide Security Officers baton, pepper spray, handcuff training and any other training deemed necessary by management.
2. Security Officer cars shall be equipped with mounted spot lights, fire extinguishers, first aid kits, and identifying decals.
3. Security Officers shall be provided uniforms and jackets.
4. Security Officers shall be assigned to a work schedule, which includes a one-half (½) hour lunch break. Management shall control and direct Officers’ activities in any way deemed necessary, as determined solely and exclusively by management, during this lunch period. Starting times for Security Officers will be as determined solely and exclusively by management.

ARTICLE 40 – RAIN GEAR

Management will provide rain gear for Security Officers and Juvenile Correctional Officers. The number supplied shall be sufficient to provide protection for employees on any shift. Sheriff’s management shall continue to make rain gear available on a day-to-day basis for those Correctional Officers assigned outdoor posts (yard security, road crews, etc.)

ARTICLE 41 – JCO SHIFT ASSIGNMENTS – JUVENILE JUSTICE CAMPUS

1. Work Shift Sign-Up Process

The annual work shift sign-up process will occur in December of each year, to become effective in January.

JCO's will be assigned to an eight (8) hour work schedule [Ten, 8-hour workdays per pay period (80 hours)]. The starting times for the Detention and Commitment Housing Pod Units will be 6:00 a.m., 2:00 p.m., and 10:00 p.m. All remaining start times for work shifts at the JJC shall be determined by management.

2. JJC Work Shifts

The Probation Department will determine the number and qualifications of personnel required for all work shifts for the Juvenile Justice Campus. Prospectively, if the Probation Department decides to modify the work shifts for the JJC, the parties agree to Meet and Confer over the proposed changes to the work shifts.

3. Specialized Assignments:

The following specialized assignments will be made at the discretion of the Chief Probation Officer or her/his designee and are exempt from the seniority shift selection process set forth herein:

1. Training
2. Transportation
3. Directed reassignments pursuant to Personnel Rule 11022.3 and Probation Department Administrative Manual, Section 4.240, under the following circumstances:
 - a. As a part of a formal disciplinary action; or
 - b. In order to ensure the safe and efficient operation of the Institutions and its program; or
 - c. In order to achieve proper gender balance within programs; or
4. Evidence Based Practice Assessment Officer (EBP Officer)
5. Recreation Coordinator
6. Performance Based Standards Officer (PBS Officer)

Nothing contained herein shall preclude Probation Department Management from adding or eliminating Specialized Assignments. However, additional specialized assignments will not be established for the sole purpose of circumventing the seniority work shift selection process as set forth herein.

4. Scheduling of Overtime:

A. Voluntary Overtime:

1. Extra-Help JCO's will be the first group assigned for purposes of filling open work shifts.
2. Permanent JCO's will be allowed to sign up for any remaining overtime shifts by utilizing a volunteer overtime sign-up sheet.
3. If any overtime shifts remain, after following No. 1 and No. 2 above, permanent and extra-help JCO's will be allowed to sign-up for overtime.
4. JCOs will receive directed credit for voluntary overtime shifts completed in excess of 15 minutes.
5. No JCO shall receive more than one (1) directed credit per day.
6. All other overtime provisions of the Unit 2 Memorandum of Understanding (MOU) remain in effect.

B. Directed Overtime:

- 1) Once volunteers have been solicited and there continues to be a need to fill overtime shifts, Probation management may direct JCO's to work an overtime shift in the following manner:
 - a) JCO's that are directed to work an overtime shift will be selected from an overtime list that will initially be set up by inversing seniority.
 - b) JCO's that are directed to work an overtime shift may utilize the "buddy system". JCO's that utilize the "buddy system" must work in the same institution and must possess the necessary job skills to perform the assignment, as determined by management. The JCO that is directed to work overtime and who decides to utilize the "buddy system" will be the individual who is placed at the end of the directed overtime list.
 - c) Only under extra-ordinary circumstances, will JCO's who are on their last scheduled work day prior to their Regular Days Off (RDO) be directed to work overtime.
 - d) Only under extra-ordinary circumstances, will JCO's who are on their RDO be directed to work overtime.
- 2) Directed overtime shall include time in excess of 15 minutes that an officer is not allowed by Probation Department Management to leave at the end of their shift. In these instances, the JCO will be placed at the end of the directed overtime list.
- 3) All JCO's will be allowed one (1) "Pass" when directed by Probation management to work an overtime shift. If a JCO uses their "Pass" they will remain in their current position on the overtime list. JCO's shall not be permitted to make use of the Grievance Resolution Procedure or appeal the action or results of another JCO utilizing the "Pass" system.

5. Regular Days Off:

JCO's regular work shifts shall have consecutive regular days off (RDO). JCO's shall not be scheduled to a regular work shift that includes split RDOs.

6. JJC Annual Work Shift Sign-Up Process:

- a) The Annual Work Shift Sign-Up process shall be held at the JJC. The parties agree that the Annual Work Shift Sign-Up process will occur within the first two weeks of December and between the hours of 8:00 a.m. and 5:00 p.m. Probation Department Management and/or designees and two (2) Fresno County Public Safety Association employee representatives (with paid release time), will oversee the sign-up process. No overtime for any JCO shall result from participating in the sign-up process. The sign-up process will list the designation/classification of minors that will be housed by Pod. Work shift sign-ups for Supervising JCO's will occur prior to the work shift sign-up process for JCO's (I, II & Senior).

- b) Specialized Assignments: JCO's will be assigned to specialized assignments at the discretion of the Probation Department (see No. 3 above). JCO's will be allowed to submit a request for a specialized assignment prior to the commencement of the annual work shift sign-up process. All JCO's that submit a request for a specialized assignment will be interviewed.
- c) Work Shifts Sign-Ups: JCO's shall sign up for work shifts by appointment only. An appointment notice shall be sent out to all JCO's one (1) calendar month in advance of their annual sign-up appointment date. Proxy sign-ups will be permitted for those JCO's who are unable to attend their scheduled appointment. For JCO's on Leave of Absence, the department will make an effort to contact said JCO's to determine his/her proxy.
- d) Senior Juvenile Correctional Officer: Senior JCO's shall sign-up by seniority by date of promotion.
- e) Juvenile Correctional Officer I and II: JCO I's and II's shall sign-up by seniority in the JCO classification series.

7. Vacation Requests:

Once the work shift sign-up process has been completed, each JCO will be permitted to sign-up for vacation time off. Vacation sign-ups will be considered based on the departmental seniority of the Juvenile Correctional Officer. There will be two rounds of vacation time off sign-ups. During the first round of sign-ups, JCO's will be permitted to sign up for up to three (3) weeks of vacation time off. During the second round of sign-ups, eligible JCO's will be permitted to sign-up for a fourth (4th) week of vacation time off.

ARTICLE 42 – PUBLIC SAFETY OFFICERS PROCEDURAL BILL OF RIGHTS

In accordance with applicable Government Code section(s), the classifications of Juvenile Correctional Officer I/II/Senior are subject to the provisions of the Public Safety Officers Procedural Bill of Rights (POBR). Should there be any revisions legislated by the State to the applicable government Code section(s), the revised provisions would apply. Furthermore, the foregoing information is only for the parties' general reference and this Article is not grievable or appealable.

ARTICLE 43 – EIGHTH CONSECUTIVE DAY OVERTIME

The County believes it is not in the best interest of the organization or its personnel to work eight consecutive days. However, the County acknowledges that there will be occasions when it will be necessary for an employee to work more than eight consecutive days.

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 each hour worked over eight (8) hours until such time as two (2) consecutive days off are received.

This payment 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.

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 as follows:

1. Probation Department employees may either complete the form, thereby indicating a limitless waiver; or discard it. Employees who sign and return the form shall not be entitled to double-time pay for the eighth (8th) consecutive day worked nor days thereafter. Employees are not required as a condition of employment to complete the form. The employee may rescind his/her limitless waiver of eligibility for 8th day overtime by providing the department written notice prior to their scheduled shift assignment.
2. For all other employees covered by this MOU, the form shall provide two waiver options, single incident waiver or a limitless incident waiver. Employees may either complete the form, thereby indicating waiver; or discard it. Employees are not required as a condition of employment to complete the form. Employees who sign and return the form shall not be entitled to double-time pay for the eighth (8th) consecutive day worked nor days thereafter. The employee may rescind his/her limitless incident waiver of eligibility for 8th day overtime by providing the department written notice prior to his/her scheduled shift assignment.

It will be the responsibility of the Sheriff Department employees to notify their supervisor of the eighth day situation when the overtime assignment exists outside their assigned Bureau or in a Specialty Unit. Failure to advise the supervisor will be deemed a waiver of the eighth (8th) day overtime eligibility.

ARTICLE 44 – 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 45 – FAIR LABOR STANDARDS ACT

The call-back and court time pay provisions have been drafted to bring the parties' agreement regarding overtime into compliance with the FLSA. If, during the course of this agreement, legislation or a court decision makes those provisions of the FLSA no longer applicable to the County, the parties hereby agree that those provisions shall terminate and no longer be applicable to the parties and that those provisions regarding call-back and court time pay as set forth in the MOU, approved by the Board of Supervisors on June 25, 1985, shall become applicable on the same date the above-referenced legislation or court decision becomes effective, and shall remain applicable throughout the duration of this agreement.

ARTICLE 46 – REST PERIODS – CORRECTIONAL OFFICERS

Correctional Officers shall generally be entitled to two (2) rest periods, and a meal break. Rest periods and meal breaks will generally be fifteen (15) minutes and thirty (30) minutes, respectfully.

Rest periods and meal breaks do not begin until the designated Relief Officer releases the Correctional Officer. Rest periods and meal breaks are County-paid time; during periods of heavy workload and/or abnormal staffing shortages, rest breaks may not be possible.

ARTICLE 47 – OVERTIME – INTERNAL SERVICES SECURITY OFFICERS

Where possible, rather than making any individual Security Officer work sixteen (16) straight hours, the additional eight (8) hours over and above the regular shift will be divided between the off-going and on-coming shifts.

ARTICLE 48 – SHIFT ASSIGNMENTS – INTERNAL SERVICES SECURITY OFFICERS

Wherever possible, Security Officers will be assigned shifts based on seniority. However, operational considerations will dictate and be the deciding factor in assigning all shifts.

Shift selection shall take place once a year in January with written requests to be submitted by the end of the month.

Any and all Security Officers shall submit requests and only those requests will be considered.

ARTICLE 49 – FLEXIBLE SPENDING ACCOUNT

The County agrees to maintain a Flexible Spending Account plan pursuant to relevant provisions of the Internal Revenue Code and The County agrees to continue to paying the enrollment and administrative fees.

ARTICLE 50 – HEPATITIS VACCINATION

To minimize the contraction of hepatitis, employees in the classification series of Correctional Officers, Juvenile Correctional Officers, and Security Officers 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 County expense. Such screening and vaccinations shall be paid for by the employee's department.

The Association agrees that employees who are not able to receive the screenings and vaccinations while on duty, shall present themselves at times designated by the County without causing the expenditure of overtime. Scheduling for this process shall be at the sole discretion of the County.

Newly hired employees entering these classifications shall complete the screening and the initiation of the vaccination processes within ninety (90) days of their date of hire.

ARTICLE 51 – 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 Human Resources 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, 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, 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.

ARTICLE 52 – CLASS “B” DRIVER’S LICENSE

The County shall reimburse each employee, who is required after employment to obtain a Class “B” driver’s license (multi-passenger), the full amount of the cost of said license. This does not apply to the required Class “C” driver’s license required by the County as a condition of employment.

ARTICLE 53 – 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 Worker’s 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 one

(1) working day 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, compensatory time off, 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, prior to the end of his/her shift, complete a "Supervisor's Investigation Report" and forward this report through the Chain of Command to the Sheriff's Captain assigned to the Administrative Division or the Probation Department's Personnel Manager. If the supervisor fails to submit the report prior to the end of his/her shift, all associated on-the-job leave time shall be recorded as "Annual Leave - O.J.I.," sick leave, compensatory time off, 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 or the Probation Department's Personnel Manager receives a "Supervisor's Investigation Report," he/she shall, within one (1) working day after receiving the report, deliver copies of the report to the County's Risk Manager and the Sheriff or Probation Department'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, compensatory time off, 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 one (1) working day, 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 or the Probation Department's Personnel 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 or the Probation Department's Personnel Manager to record all associated leave time as "Annual Leave - O.J.I.," sick leave, compensatory time off, 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 or the Probation Department's Personnel Manager of this finding.

Sheriff's or Probation'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 one (1) working day 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 or Probation Department’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/Treasurer-Tax Collector 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, compensatory time off, or dock time depending on the employee’s situation pending the results of this investigation.

Auditor-Controller/Treasurer-Tax Collector’s Responsibilities

Upon receipt of the appropriate “4850 Time” payroll adjustment forms from the Sheriff or Probation Department’s Business Manager, the Auditor-Controller/Treasurer-Tax Collector 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 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 or Probation Department’s Business Manager of his/her determination and the Business Manager shall submit the appropriate payroll adjustment forms to the Auditor-Controller/Treasurer-Tax Collector. The employee’s related time off shall be adjusted retroactively to reflect annual leave, sick leave, compensatory time off, 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/Treasurer-Tax Collector.

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

ARTICLE 54 – EMPLOYEE GRIEVANCE RESOLUTION PROCEDURE

The Employee Grievance Resolution Form shall be available on the Department of Human Resources website, through the individual departments and the Fresno County Public Safety Association (FCPSA). No changes shall be made to the form without the mutual agreement of FCPSA and the County.

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

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 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.

GENERAL

The parties so involved must act in good faith and strive for objectivity, while endeavoring to reach a solution at the earliest date and at the lowest step in the process. The processing of a grievance shall be considered as County business, and the employee and his/her representative shall have reasonable time and facilities allocated. The use of County time shall not be excessive, nor shall this privilege be abused. The aggrieved employee(s) shall have the assurance that filing of a grievance will not result in reprisal of any nature. A grievance, other than a grievance filed by and on behalf of the FCPSA as an "association" grievance, shall be signed by the affected employee, and a group grievance shall be signed by a minimum of two (2) employees affected by the grievance. Grievances filed pursuant to another administrative remedy provided by County Charter, Civil Service Commission rules, Personnel Rules, discrimination complaint procedure, or otherwise provided by law, shall not be processed and written notice shall be provided by the Labor Relations Division to the employee or his/her representative.

TIMELINES

Timelines are designed to quickly resolve a grievance. It is realized, however, that on occasions the parties concerned may be unable to comply with the established timelines. In such instances, the timelines may be extended upon the mutual agreement of all parties concerned. Absent such agreement, failure by the aggrieved employee to abide by the prescribed time limits at any step provided herein shall terminate the grievance process and the matter shall be deemed resolved. The grievance shall no longer be processed and written notice shall be provided by the Labor Relations Division to the aggrieved employee. The County shall abide by the prescribed time limits; any failure to do so shall result in the grievance being automatically moved forward to the next step provided herein, unless the next step is Step 5. However, the employee or his/her representative may withdraw the grievance at any time.

STEP 1 – INFORMAL RESOLUTION

Preceding the formal grievance procedure outlined in Step 2, the employee shall discuss the matter informally with the lowest ranking on-duty immediate supervisor whose job classification is not included in the same certified representation unit. This discussion shall be sought by the employee not later than ten (10) working days after the alleged grievance occurred or was discovered.

The provisions outlined in Steps 2 and 3 shall not restrict the employee or the immediate supervisor from seeking advice and counsel when it appears that settlement can be reached informally. No settlement shall be made in violation of an existing rule, ordinance, or memorandum of understanding. The immediate supervisor shall respond in writing to the employee within ten (10) working days of his/her discussion with the employee.

STEP 2 – DEPARTMENT REVIEW

If a mutually acceptable solution has not been reached during Step 1, and the employee intends to pursue the grievance formally, the employee shall submit the grievance in writing on the Employee Grievance Resolution Form to the Department Head with a copy to the Labor Relations Division not later than ten (10) working days after the supervisor's written response. The Department Head shall consider the grievance and render a written decision within ten (10) working days of receipt of the formal grievance. The written decision shall include a clear and concise statement including the reason(s) for the decision.

The Department Head may hold a meeting with the employee to achieve any of the following purposes: 1) to identify why the employee feels there is a grievance and facilitate communication and resolution; 2) to clearly identify issues and areas of agreement/disagreement; and 3) to have the parties present whatever available information/ documentation necessary to fully attempt to resolve the grievance. The employee may be accompanied by his/her representative during the Department Review.

If the department, in consultation with the Labor Relations Division, determines that the grievance is outside of the Department Head's authority, or the grievance involves employees working in separate departments, then such grievance shall be submitted to Step 3.

STEP 3 – LABOR RELATIONS REVIEW

Grievances unresolved at Step 2, or grievances involving matters outside the Department Head's authority, or grievances involving employees working in separate departments, may be submitted to the Labor Relations Division for resolution. If the grievance has been reviewed at Step 2, the Labor Relations Division will attempt to mediate the grievance between the parties concerned.

Association grievances that are not capable of resolution at a lower step may be submitted by the FCPSA directly to Step 3 of the grievance process. If the grievance has been referred directly to the Labor Relations Division without having gone through Step 2, Labor Relations will consider the matter, write a response to the grievance, and send the written response to the employee or his/her representative (as indicated on the Employee Grievance Resolution Form). A request for Labor Relations Review must be received by the Labor Relations Division within ten (10) working days of the completion of Step 2, or within ten (10) working days of the completion of Step 1 for grievances involving matters outside the Department Head's authority, or involving employees working in separate departments. If the grievance is submitted directly at Step 3, the grievance must be submitted within ten (10) working days of the FCPSA obtaining knowledge of the issue giving rise to the grievance. All processing of the grievance at Step 3 shall be completed within ten (10) working days from receipt of the request for Labor Relations Review, unless mutually waived. The employee may be accompanied by his/her representative during Labor Relations Review.

STEP 4 – MEDIATION

Grievances unresolved at Step 3 may be submitted to Mediation upon written request by the employee, or his/her representative, to the Labor Relations Division within ten (10) working days of the completion of Step 3. Should mediation be requested, the parties shall obtain the services of a Mediator from the State Mediation and Conciliation Services in an effort to mediate grievance resolution before Step 5 may be pursued. The parties shall not divulge in any form the offers made in mediation. The employee may be accompanied by his/her representative during Mediation.

STEP 5 – GRIEVANCE HEARING OFFICER REVIEW

Grievances unresolved at Step 4 may be submitted to Grievance Hearing Officer Review. The employee may be accompanied by his/her representative during the Grievance Hearing Officer Review. The employee or his/her representative shall contact State Mediation and Conciliation Services within ten (10) working days following mediation, to obtain a list of persons willing to serve as a Grievance Hearing Officer, with a copy to the Labor Relations Division. The cost of the Grievance Hearing Officer shall be borne equally by the parties.

A pre-hearing conference with the Grievance Hearing Officer and the parties shall be set on the day of the hearing immediately preceding the hearing. The purpose of the conference is to identify issues to be resolved and remedy(ies); to determine jurisdiction or grievability; stipulate to uncontested facts and documents; to identify whether or not the potential decision can be implemented or is appealable; to review the process and conduct of the hearing; and to identify any potential problems. The Grievance Hearing Officer shall state in writing the factual findings and reasons for his/her decision within thirty (30) calendar days of the hearing, if possible.

STEP 6 – IMPLEMENTATION

If the remedy requested by the employee can be implemented by the Department Head, the decision of the Grievance Hearing Officer is final and subject to Step 7, as set forth herein. If the remedy requested by the employee cannot be implemented by the Department Head but requires action by the Board of Supervisors, the Grievance Hearing Officer shall issue a recommendation to the Board of Supervisors. The recommendation shall be submitted for consideration by the Board of Supervisors at its next regularly scheduled public meeting. The action of the Board of Supervisors shall be final and binding.

STEP 7 – JUDICIAL REVIEW

Final decisions of the Grievance Hearing Officer may be submitted to the Superior Court for judicial review by either the County or the employee. A party desiring to reserve the right to appeal the Grievance Hearing Officer'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 within three (3) calendar days of the hearing to avoid duplication of costs. Appeal from decisions by the Grievance Hearing Officer shall be on the record of the Grievance Hearing Officer's review by administrative mandamus under California Code of Civil Procedure Section 1094.5, which appeal shall be filed within ninety (90) calendar days after the Grievance Hearing Officer's decision.

DEFINITIONS

Grievance Hearing Officer – An individual selected by the employee or his/her representative, and the Labor Relations Division from a panel of five (5) candidates submitted by the State Mediation and Conciliation Service to hear the grievance between the parties.

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.

Grievance – 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, Resolution, written policy, administrative order, management directive, or a clearly established lawful past practice; provided, however, that such complaint shall not include matters within the scope of representation which are subject to the meet and confer process, any action subject to another administrative remedy provided by County Charter, Civil Service Commission rules, Personnel Rules, discrimination complaint procedure, or otherwise provided by law.

Group Grievance – A common grievance involving two (2) or more employees. The same procedures which are applicable to grievances apply to group grievances, except that if the aggrieved employees work in separate departments, the group grievance shall be referred immediately for Labor Relations Review.

Mediator – An individual selected by the State Mediation and Conciliation Service to serve as a neutral third-party to resolve the grievance between the parties.

Parties – Reference to parties in this procedure include the employee and/or his/her representative (as indicated on the Employee Grievance Resolution Form), department management, and Labor Relations staff, depending on the context of the particular reference.

Representative – The person identified by the employee on the Employee Grievance Resolution Form, line 5, to appear along with the employee in the presentation of a grievance.

Settlement – An agreement between the parties intended to resolve the grievance. Such agreement may be reached between the parties at any step in the Employee Grievance Resolution Procedure. No settlement may be made in violation of an existing rule, ordinance, or memorandum of understanding.

Working Day(s) – Any day, other than the weekend or County paid holiday, on which County business is conducted. The timelines for grievance purposes begin on the first day following the day the grievance is filed or submitted to the next step.

ARTICLE 55 – STATE DISABILITY INSURANCE PROGRAM

Employees of this Unit shall participate in the State Disability Insurance Program. Such insurance shall be paid for by the employee and shall be subject to provisions as established by the County and the State of California.

ARTICLE 56 – VOLUNTARY TERM LIFE INSURANCE

The County shall deduct premiums for Association-sponsored voluntary term life insurance from Fresno County Public Safety Association (FCPSA) bargaining unit members' biweekly paychecks, and remit such funds directly to the term life insurance provider selected by the Association (currently AFLAC), pursuant to paragraph 5 below.

The one-time startup costs (based on receiving a biweekly electronic file) shall be billed based on actual County staff time incurred at corresponding hourly rates per the Fresno County Master Schedule of Fees (MSF), not to exceed \$3,220. Startup costs shall be defined as the hourly labor costs which are necessarily incurred for set up of new deductions and testing through the end of the first deduction. The County shall provide an itemized invoice of startup costs incurred to the Association. The Association shall submit payment to County within thirty (30) days of invoice date.

Ongoing costs (based on receiving a biweekly electronic file) shall be billed on a quarterly basis, based on actual County staff time incurred at the corresponding MSF hourly rates. Ongoing costs shall be defined as the hourly labor costs which are necessarily incurred in adding or deleting the voluntary term life insurance deduction from members' payroll. The County shall provide an itemized invoice of ongoing costs incurred to the Association. The Association shall submit payment to the County within thirty (30) days of invoice date.

Upon request by the Association, the County shall provide the most current MSF, which is subject to change (i.e. rates could increase or decrease) at least once per year based on Board of Supervisors' approval.

The County shall accept biweekly electronic files in a mutually agreed upon format from the administrator of the life insurance provider, and take deductions from the participating employees' paychecks as reflected by the administrator. The administrator is responsible for the accuracy of all deductions submitted. Any incorrect deductions or refunds will be handled by the administrator.

Deductions shall begin and end based on the file sent by the administrator of the life insurance provider, provided there is enough net compensation in the employee's check to accommodate the deduction.

County shall provide the same information regarding this plan to employees as it does with regard to all other non-County-sponsored voluntary plans.

Any future payroll deductions for Association-sponsored optional benefits for its members shall require mutual agreement by both parties.

The continuation of the Association sponsored voluntary life insurance program may be negotiated with each successor MOU.

The Association agrees to indemnify and hold the County harmless for any and all claims, demands, suits or other action arising from this article.

Alleged violations of this article shall be adjudicated under the Employee Grievance Resolution Procedure.

ARTICLE 57 – OVERTIME/PRODUCTIVE TIME

All overtime at the Jail and all Juvenile Institutions' facilities will be assigned in the following manner:

- a. Volunteers may sign up for overtime on a first come, first served basis. Overtime shifts will be posted in a central location.
- b. Involuntary overtime will be assigned in the inverse order of seniority.

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 which will 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 the rate of one and one-half (1½) times the employee's regular rate of pay, as defined by provisions of the 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.

Consistent with other provisions of this MOU and the Salary Resolution, overtime shall also include all authorized consecutive hours worked over eight (8) hours in a day and which extend into a new day. This provision shall include hours worked before or at the end of a normal work schedule. 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.

ARTICLE 58 – 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 schedule, but not worked.

Employees may request use of annual leave when the employee desires time off in excess of twenty-four (24) hours of bereavement-related purposes.

In determining the number of 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.

ARTICLE 59 – EXTENSION OF PAID MILITARY LEAVE

Eligible Bargaining Unit Members shall be subject to paid military leave in accordance with the Resolution approved by the Board of Supervisors on December 3, 2013.

ARTICLE 60 – JCO BOOT ALLOWANCE

The Probation Department shall provide boots for those employees in the classifications of Juvenile Correctional Officer I/II and Senior who are required to wear only boots by the Chief Probation Officer as part of their uniform.

ARTICLE 61 – MEET AND CONFER REQUIREMENTS

The County and the Association shall adhere to the Meyers-Milias-Brown Act as defined in the California Government Code Section 3500 et seq. including any additions legislated by the state legislature.

The County agrees that all employees covered by this MOU can access this Government Code Section during work hours as needed.

ARTICLE 62 – ASSOCIATION LABEL

Employees covered by this MOU will have the right to wear on their person and/or display in their workstation (when not in public view) their Association affiliation. This includes buttons, lapel pins, and pens, unless doing so is contrary to the Fresno County Employee Relations Ordinance or a department policy/procedure.

ARTICLE 63 – WEINGARTEN RIGHTS

The County and the Association agree that it is in the best interest of both parties and the best interest of the County employees that all employees be informed of these rights.

The County agrees that every employee who is subject to an administrative investigatory interview by management will be given a copy of their Weingarten rights and a form to indicate if he/she wishes to invoke his/her Weingarten Rights. The employee will be given time to read the form and mark if he/she wishes to have a representative in the meeting. The employee will then sign the form and be given a copy of the signed form.

The Association and the County to mutually agree on the form.

This article shall not be grievable or appealable, except for the employee's right to appeal if their Weingarten rights are violated.

ARTICLE 64 – MONTHLY ASSOCIATION/MANAGEMENT MEETINGS

There shall be monthly Association/Management meetings, at the request of the Association or the department, in all departments covered by this M.O.U. between the Association representative, stewards and/or officers of this Unit and the department head or his/her designee.

ARTICLE 65 – EMPLOYEE PERFORMANCE EVALUATIONS

It is in the best interest of the County and its employees to ensure that performance evaluations are completed in a timely manner pursuant to Personnel Rule 13 – Employee Performance Evaluations. Therefore, as it relates to Probationary Period and Annual – Anniversary Date performance evaluations, departments will send a written notification to the supervisor responsible for completing the evaluation and the employee being evaluated, no later than thirty (30) calendar days prior to the required evaluation date.

ARTICLE 66 – ACCESS - FRESNO COUNTY PLAZA LOBBY

The parties agree that the Fresno County Plaza Lobby will be available subject to all terms and conditions set forth in Memoranda of Understanding, the Fresno County Employee Relations Ordinance and/or Fresno County Management Directives.

The parties further agree that the Fresno County Plaza Lobby shall be available, provided space can be made available without interfering with County business and the meetings are held outside affected employees' regularly scheduled working hours.

ARTICLE 67 – 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, whether formal or informal, regarding any such matters are hereby superseded and terminated in their entirety. With respect to sideletter agreements, all previously existing sideletter agreements 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 sideletter.

Further, neither party shall be bound by any promise or assurance that is not explicitly covered in this MOU or in a 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.

**ARTICLE 68 – TIER III GENERAL/MISCELLANEOUS AND TIER II SAFETY RETIREMENT
PLAN – MANDATORY (EFFECTIVE JUNE 18, 2007)**

Effective Fiscal Year 2007/2008, any employee hired into a permanent general/miscellaneous or safety position represented by the Association shall be enrolled mandatorily under the following corresponding 1937 Act retirement plan sections:

General/Miscellaneous Employees – GC Section 31676.15

- 2.6186% @ age 60; 3.1336% @ age 65
- 3 year average for final compensation

Safety Employees – GC Section 31664.2

- 3% at 55 years of age
- 1 year average for final compensation

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 III General/Miscellaneous or Tier II Safety.

Any employee occupying a permanent position that is represented or unrepresented, who promotes, demotes or transfers into a permanent position represented by Unit 2 – Sheriff’s and Probation Personnel, 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 represented by Unit 2 – Sheriff’s and Probation Personnel, who promotes, demotes or transfers into a permanent position 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 III General/Miscellaneous and 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 69 – TIER IV GENERAL/MISCELLANEOUS RETIREMENT PLAN – MANDATORY
[THREE (3) YEAR AVERAGE]

Effective June 11, 2012, any employee newly hired into a permanent position in a General/Miscellaneous classification represented by Unit 2, 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 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 Safety Retirement Plan – Mandatory is for the parties' general reference and does not create any retirement benefits. The tier will be established by resolution, or other enactment, as applicable, to be adopted or approved by the County Board of Supervisors prior to June 11, 2012.

ARTICLE 70 – TIER IV SAFETY RETIREMENT PLAN – MANDATORY

Effective June 11, 2012, any employee hired into a permanent position in a safety classification covered by this MOU shall be enrolled into the Tier IV Safety Retirement Plan as follows:

- GC 31664 – 2.00% @ 50; 2.62% @ 55
- GC 31639.25 – Default Member Contribution
- GC 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 Unit 2, 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 Unit 2, 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 forgoing summary of Tier IV Safety Retirement Plan – Mandatory is for the parties' general reference and does not create any retirement benefits. The tier will be established by resolution, or other enactment, as applicable, to be adopted or approved by the County Board of Supervisors prior to June 11, 2012.

ARTICLE 71 – 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.

ARTICLE 72 – 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 73 – HEALTH INSURANCE

1. Effective December 18, 2017, the County will contribute, on behalf of each full-time (.8 or higher FTE) employee 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	\$293	N/A	\$293
Employee plus Child(ren)	\$293	\$110	\$403
Employee plus Spouse	\$293	\$110	\$403
Employee plus Family	\$293	\$115	\$408

Effective December 17, 2018, the County will contribute, on behalf of each full-time (.8 or higher FTE) employee 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	\$318	N/A	\$318
Employee plus Child(ren)	\$318	\$110	\$428
Employee plus Spouse	\$318	\$110	\$428
Employee plus Family	\$318	\$115	\$433

Effective December 16, 2019, the County will contribute, on behalf of each full-time (.8 or higher FTE) employee 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. 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 the 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 Plan(s) 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 result 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.


ARTICLE 74 – MOU REOPENERS


The parties agree to reopen on the following issues:

- a. JCO Shift Assignments (within 3 months after Board of Supervisor approval)
- b. SWAPs – JCO's (within 3-6 months after Board of Supervisor approval)
- c. SWAPs – Correctional Officers (the parties will meet within 3 months after Board of Supervisor approval regarding the creation of a department policy)

ARTICLE 75 – TERM OF MOU AND RENEGOTIATION

This MOU shall be in effect from October 22, 2018, through October 18, 2020. Negotiations for the successor MOU shall begin on or around May 1, 2020.

COUNTY OF FRESNO
By 

FRESNO COUNTY PUBLIC
SAFETY ASSOCIATION – UNIT 2
By 

By _____

By _____

By _____

By _____

By _____

By _____

Date 10.10.18

Date _____

**ADDENDUM – SALARIES
TO MEMORANDUM OF UNDERSTANDING
SHERIFF'S AND PROBATION PERSONNEL – UNIT 2**

2.5% increase for Security Officer I/II effective October 22, 2018
 2% increase for all other classifications effective October 22, 2018
 1% equity adjustment for Correctional Officer I/II/III/IV/Trainee effective December 31, 2018
 5 Step conversion effective January 14, 2019
 2% increase for all classifications effective October 21, 2019

<u>Classifications</u>	<u>Current Bi-Weekly Range</u>	<u>Effective 10/22/18</u>	<u>1% Equity Eff. 12/31/18</u>	<u>5 Step Conversion Eff. 1/14/19</u>	<u>2% Increase Eff. 10/21/19</u>
Child Support Assistant	1179	1203		1267	1292
Child Support Officer I	1210	1234		1299	1325
Child Support Officer II	1469	1498		1576	1608
Child Support Officer III	1620	1652		1738	1773
Correctional Officer I	1461	1490	1505	1585	1617
Correctional Officer II	1618	1650	1667	1754	1789
Correctional Officer III	1872	1909	1928	2029	2070
Correctional Officer IV	2122	2164	2186	2300	2316
Correctional Officer Trainee	1326	1353	1364	1438	1467
Defense Investigative Technician	1330	1357		1428	1457
Investigative Technician	1330	1357		1428	1457
Juvenile Correctional Officer I	1357	1384		1457	1486
Juvenile Correctional Officer II	1661	1694		1784	1820
Probation Technician I	1151	1174		1236	1261
Probation Technician II	1293	1319		1389	1417
Process Server	1319	1345		1416	1444
Program Technician I	1361	1388		1460	1489
Program Technician II	1522	1552		1633	1666
Security Officer I	962	986		1038	1059
Security Officer II	1084	1111		1170	1193
Senior Child Support Officer	1786	1822		1916	1954
Senior Juvenile Correctional Officer	1914	1952		2054	2095

EMPLOYEE GRIEVANCE RESOLUTION FORM
FOR FRESNO COUNTY PUBLIC SAFETY ASSOCIATION – UNIT 2

Please be sure to read the entire attached procedure, including the definitions, before completing this form.

Employee Name(s)

Classification(s)

Department(s)

Bargaining Unit

Mailing Address

Work Phone(s)

☐ Check box if this is a group grievance (two signatures required on page 2)

1. List the date the alleged grievance occurred or was discovered: _____

2. I feel I have been adversely affected by the misapplication of:

☐ Memorandum of Understanding (Title and Article): _____

☐ Ordinance (Section): _____

☐ Resolution (Number and Date): _____

☐ Written Policy (Attach a Copy)

☐ Management Directive (Attach a Copy)

☐ Administrative Order (Attach a Copy)

☐ Clearly established lawful past practice. (Documentation that this is a past practice must be attached.)

State as clearly and concisely as possible the specifics of your alleged grievance, including names and titles of all individuals involved. Use additional paper if necessary.

4. List your desired solution(s) to this problem:

STEP 1 – INFORMAL RESOLUTION

1. Date discussion occurred: _____

2. Name/job classification of immediate supervisor with whom you discussed this problem:

3. What was the result of the informal discussion? Please explain fully. Use additional paper if necessary.

4. I request to move forward to **STEP 2 – DEPARTMENT REVIEW** ☐

_____ Employee Signature	_____ Print Name	_____ Date
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_____ Employee Signature	_____ Print Name	_____ Date
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5. Name/phone number of representative, if any: _____

6. Should all communication be directed to your representative? ☐Yes ☐No

**Note: A copy of this grievance form must be sent to the Labor Relations Division,
Fresno County Plaza, 2220 Tulare Street, 16th Floor, Fresno, California, 93721
(Stop #188 through County Messenger Service – 600-1840)**

ADDENDUM
TO MEMORANDUM OF UNDERSTANDING – UNIT 2
PROBATION DEPARTMENT

SWAP – JUVENILE CORRECTIONAL OFFICER

Effective February 1, 2016, the provisions of this agreement shall apply only to employees in the classifications of Juvenile Correctional Officer I/II/Senior and may only be utilized in strict accordance with the stated definitions and conditions.

The SWAP program provides an opportunity for Juvenile Correctional Officers to exchange full work shifts when staffing levels and/or other operational needs are not conducive for the use of Annual Leave. SWAPing shall not occur on a continuous basis and is only intended as an alternate means of relief in rare/occasional instances. It is not the intention of this agreement for Juvenile Correctional Officers to be able to alternate/modify their normal work schedules on an ongoing and/or continuous basis.

Utilization of the SWAP program must satisfy the following conditions:

1. A Juvenile Correctional Officer must have requested and been denied the usage of Annual Leave before submitting a SWAP request.
2. Only two (2) Juvenile Correctional Officers may be involved in any SWAP. Two (2) Juvenile Correctional Officers is defined as the Juvenile Correctional Officer requesting the SWAP and the Juvenile Correctional Officer who is willing to agree to SWAP the specific full work shift(s) in question.
3. Juvenile Correctional Officers are allowed a maximum of eight (8) shift SWAPs per year (generally January 1st – December 31st to coincide with effective date of that year's shift schedule change) and up to two (2) consecutive work shifts per SWAP. A Juvenile Correctional Officer may only use up to two (2) SWAPs in a pay period and no more than three (3) SWAPs in any given month. Unused SWAPs shall not be rolled over to the next year.
4. A SWAP will only count against the Juvenile Correctional Officer who submits the request for a SWAP and will not count against the Juvenile Correctional Officer who is willing to agree to the SWAP.
5. Juvenile Correctional Officers must possess similar job skills to perform the specific assignment as determined by the Probation Department and may only SWAP full work shifts with another Juvenile Correctional Officer on the same work schedule (e.g. eight hour work shift for another eight hour work shift). Additionally, the SWAPing Juvenile Correctional Officers must work within the same institution on the date of the proposed SWAP(s).
6. The two (2) Juvenile Correctional Officers must agree to the SWAP in writing (i.e., via a Department approved form).
7. The SWAP must occur within two (2) consecutive pay periods.
8. No County overtime or FLSA overtime shall result from employees agreeing to SWAP.
9. The official request form must be completed by both Juvenile Correctional Officers and submitted to the Scheduling Officer for review at least twenty (20) days in advance of the proposed SWAP. SWAP requests made more than forty-five (45) days in advance of the proposed SWAP will not be approved. The designated Scheduling Officer may either approve or deny the proposed SWAP. A Juvenile Correctional Officer may also submit an Annual Leave request, for the full work shift(s) in question, on the official SWAP request form. If the Juvenile Correctional Officer submits an Annual Leave request on the same form as the SWAP request, then the Scheduling Officer will either approve or deny the

Annual Leave request. If the Annual Leave request is approved, then the SWAP request will be deemed to be unnecessary and will not be processed. If the Annual Leave request is denied, then the Scheduling Officer may either approve or deny the proposed SWAP.

10. Should a Juvenile Correctional Officer not complete the terms of the agreed SWAP for reasons other than an On-the-Job Injury (OJI), the Juvenile Correctional Officer may have further participation withheld in addition to any disciplinary action for cause. If a Juvenile Correctional Officer fails to complete the terms of the agreed SWAP the County may deduct the equivalent amount of Annual Leave hours from that employee's Annual Leave bank to reimburse the County for any and all costs they incurred to replace them.
11. The Probation Department shall have the full discretion to limit the number of SWAPs allowed per day if staffing conditions are not conducive to the utilization of SWAPs.
12. The County and the Association agree to meet and discuss the effectiveness of the SWAP program six (6) months from the effective date of this agreement in an attempt to address and resolve any issues with the SWAP program.
13. The provisions of this Addendum shall not be appealable or grievable.

County of Fresno

Fresno County Public Safety
Association – Unit 2

DATE

DATE