

**MEMORANDUM
OF
UNDERSTANDING**

BETWEEN

**SHERIFF'S AND CORRECTIONAL
LIEUTENANTS ASSOCIATION**

UNIT 35

(MANAGEMENT UNIT)

AND

THE COUNTY OF FRESNO

MARCH 13, 2017 – DECEMBER 15, 2019

UNIT 35

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INTRODUCTION/PURPOSE

We the Undersigned, duly appointed representative of the County of Fresno, hereinafter referred to as "County" and the Sheriff's and Correctional Lieutenants Association, the certified employee organization for Unit 35, having met and conferred in good faith, do hereby jointly prepare and execute the following written Memorandum of Understanding (MOU) for Representation Unit 35 (Unit). It is the purpose of this MOU to promote and provide for harmonious relations, cooperation, and understanding between management and the employees covered herein and to provide an orderly and equitable means of resolving any misunderstandings or differences which may arise under this MOU.

SALARIES

<u>Classification</u>	<u>Current Bi-Weekly Salary Range</u>	<u>5% Increase Eff. 7/3/17</u>	<u>5% Increase Eff. 7/2/18</u>	<u>5% Increase Eff. 7/1/19</u>
Correctional Lieutenant	2995	3145	3302	3467
Sheriff's Lieutenant	3250	3413	3584	3763

Effective December 9, 2013, the current five (5) step system (5% intervals) will convert to an eight (8) step system (3.125% intervals).

ASSOCIATION SECURITY

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

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

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

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

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

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

P.O.S.T. INCENTIVE

Effective May 8, 2006, employees who have satisfactorily attained a Management P.O.S.T. Certificate shall be compensated at a rate of five percent (5%) above their base salary. At no time, may an employee receive more than a maximum of five percent (5%) incentive for P.O.S.T. Certificates.

Effective May 6, 2007, any employee who is currently receiving an Intermediate or Advanced P.O.S.T. percentage incentive, as was delineated in the previous MOU for this unit (December 10, 2001 to December 19, 2004) shall cease to have that percentage paid to them.

Effective March 13, 2017, Lieutenants who have a valid Supervisory P.O.S.T. Certificate are eligible to be compensated 5% above their base salary. Eligibility to receive the incentive will end within the pay period 2 ½ years after the date a Lieutenant was promoted if a valid P.O.S.T. Management Certificate has not been awarded by that date.

UNIFORM ALLOWANCE

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

The uniform allowance will increase as follows:

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

PRIVATE VEHICLE USAGE

Any employee authorized to travel on business for the County and who has been duly authorized to use (pursuant to Fresno County Management Directive 540 - Private Automobile Travel) and does use a privately owned automobile shall be allowed and paid as traveling expenses for the actual miles traveled during any calendar month at the rate authorized by the Internal Revenue Service (IRS). Subsequent changes of the rate shall become effective on the pay period following the County's receipt of the published IRS rate.

OVERTIME

Employees covered by this MOU shall receive compensation in cash at the rate of one and one-half (1½) the employee's hourly rate of pay for overtime worked, consistent with Fresno County Salary Resolution, Section 800 - Overtime. All overtime shall be paid in cash, except as noted below.

Should Correctional or Sheriff's Lieutenants be scheduled by the Division Commander to work more than seven (7) consecutive work days, commencing on the eighth (8th) work day, the Lieutenant shall be compensated at two (2) times his/her base hourly rate for each hour worked until such time as two (2) consecutive days off are provided by the department.

Time worked as a result of a call-back shall not be considered scheduled overtime.

Employees may accrue compensatory time off (CTO) up to a maximum of eighty (80) hours. Employees may request to be paid in cash at anytime 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 balances may be paid off annually in cash at a time selected by the department head, at his/her discretion. Overtime worked on a holiday shall be compensated as set forth in the Fresno County Salary Resolution, Section 900 - Holidays.

CALL-BACK AND COURT CALL-BACK PAY

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

1. The employee is unexpectedly ordered to return to work and does, in fact, return to work.
2. The order to return to work is given to the employee following termination of the employee's scheduled work shift and his/her departure from his/her work location.
3. Such return to work occurs within twenty-four (24) hours of when the order is given, but more than two (2) hours prior to the established starting time of the employee's next scheduled work shift.
4. The call-back does not occur when the employee is on paid time off (i.e. vacation, sick leave, CTO, and 4850 time).
5. Court call-back shall apply to those appearances in court as a witness to testify as to matters discovered in the course of duty when such appearances are outside the employee's normal work shift as set forth above.

Compensation for call-backs (including court call-backs) during each twenty-four (24) hour work period shall be the greater of:

1. Two (2) hours (four (4) hours for court call-back) at the rate of time and one-half (1½) the employee's base hourly rate; or
2. Time actually worked at the work location at the rate of time and one-half (1½) the employee's base hourly rate.

Employees called-back for court appearances shall additionally be compensated at time and one-half (1½) their base hourly rate for thirty (30) minutes travel time.

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

STAND-BY PAY

Employees ordered by the Sheriff or his/her designee to stand by for duty as a result of emergency situations and restricted as to their movements while off duty, shall be compensated at twenty-five percent (25%) of their base hourly rate (½ hour minimum) for all time spent on stand-by while off duty.

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

Employees who are on paid time off (i.e. vacation, sick leave, CTO, and 4850 time) shall not receive stand-by pay during such hours of paid time off.

SHIFT PREMIUM

Any Patrol Watch Commander (Sheriff's Lieutenant) or Jail Watch Commander (Correctional Lieutenant) assigned to a graveyard Watch Commander regular shift, shall be paid, in addition to their base compensation, a four percent (4%) shift premium for all regularly scheduled hours worked on that shift. The following terms and conditions also apply:

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

The parties agree to increase shift premium as follows:

- Effective March 13, 2017, increase shift premium from 4% to 5%
- Effective July 2, 2018, increase shift premium from 5% to 6%
- Effective July 1, 2019, increase shift premium from 6% to 8%

ANNUAL LEAVE

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

VACATION AND SICK LEAVE

The parties acknowledge that employees covered by this MOU have historically been hired through a departmental promotional process; that employees promote from Representation Unit 14 - Fresno Sheriffs Sergeants Association (FSSA), the subordinate representation unit. Therefore, employees promoting from Unit 14 shall continue to be covered by the paid time off provisions under which they were initially employed (either Annual Leave or Vacation and Sick Leave). Those employees hired into Unit 35 after December 14, 1998, as a result of an Open Recruitment, shall be covered by the Vacation and Sick Leave provisions set forth in the Fresno County Salary Resolution, Section 700.

BILINGUAL SKILL PAY

An employee occupying a position that is authorized by the County Administrative Officer, or his/her designee, to receive Bilingual Skill Pay shall be eligible to receive such pay in the amount of \$23.08 per pay period (approximately \$50.00 per month). Such employee shall receive Bilingual Skill Pay after certification by the Department of Personnel Services. Bilingual Skill Pay shall not be paid during periods of paid time off (e.g., annual leave and vacation or sick leave); instead, departments may assign these responsibilities to other employees who are certified to receive this pay.

BEREAVEMENT LEAVE

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

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

In determining the number of hours to be permitted for a bereavement, the department head 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 circumstances showing that the time taken as Bereavement Leave was reasonably necessary in order for the employee to attend to any necessary family obligations.

ALTERNATIVE WORK SCHEDULES

12-Hour Alternative Work Schedules

1. The parties agree that Sheriff's Lieutenants assigned as Patrol Watch Commanders and Correctional Lieutenants assigned as Jail Watch Commanders shall be assigned to 12-hour work schedules.
2. The 12-hour schedule will consist of seven 12-hour workdays in a 14-day work period (84 hours), consistent with the FLSA 7(k) exemption. Correctional Watch Commanders will continue to receive overtime compensation for their daily scheduled briefing time (part of final compensation for retirement purposes).
3. This alternative work schedule shall be governed by Salary Resolution Sections 813.2 (Exemptions – Overtime). Overtime shall only be paid for authorized work performed in excess of 12 hours in a day or over 84 hours in a work period.
4. Employees normally assigned to a 12-hour schedule shall be credited with a maximum of 8 hours holiday time for holidays worked or taken (including holidays falling on a regular day off). Salary Resolution Section 914 – Holiday Accrual, shall govern any 12-hour schedule implemented.

Any employee who is not normally scheduled to work a 12-hour schedule, but is required to work a 12-hour Watch Commander assignment on a holiday shall be credited with 8 hours of holiday time for the holiday worked only.

5. The Sheriff may, at any time, discontinue the 12 hour work schedules if the Sheriff determines that their continuation is detrimental to department operations. Such
6. Decisions shall not be appealable or grievable. In the event such a decision appears imminent, the parties shall meet and confer over the impact of the change.

4/10 Alternative Work Schedules

1. It is the intent of the Sheriff, where manageable, to assign all non-Watch Commander Lieutenants to a 4/10 schedule (four, ten hour days).
2. The parties agree that a small number of Lieutenant assignments may not lend themselves to alternative work schedules and the Sheriff reserves the right to keep a small number of assignments on the traditional 5/8 schedule.

Any Lieutenant assigned to a traditional or alternative work schedule shall have the right to meet personally with the Sheriff and propose that they work a different schedule on which they remain able to efficiently accomplish the mission of the Department. Any alternative schedule authorized by the Sheriff (other than a 4/10 or 12-hour schedule for Watch Commanders) shall become effective as memorialized in a sideletter agreement after meeting and conferring.

3. Salary Resolution sections concerning alternative workweek limitations on the payment of overtime, Section 813.2, and Holiday Accrual, Section 914, shall govern any 4/10 schedule implemented.
4. The Sheriff may, at any time, discontinue the 4/10 alternative work schedule or adjust work hours associated with the alternative workweek for any or all employees, if the Sheriff determines that their continuation is detrimental to department operations. Thirty days advance notice will be given to the affected employees. Such decisions shall not be appealable or grievable.

Favored Nations

If agreement is reached with any other bargaining unit representing employees in the Sheriff's Department relative to alternative work schedules/or any related economic issues, the County agrees to extend those same provisions to Unit 35 on the same terms and conditions and/or will meet and confer with Unit 35, at their request.

WORK-RELATED INJURY/GENERAL PROVISIONS

Designation of a Personal Physician

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

Return to Work

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

Continuing Therapy

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

HEALTH INSURANCE

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

Effective March 13, 2017, the County will contribute up to the following amounts per pay period based on the employee’s plan selection:

<u>Plan Selection</u>	<u>Amount</u>	<u>Add'l Amount</u>	<u>Total Contribution</u>
Employee Only	\$278	N/A	\$278
Employee plus Child(ren)	\$278	\$90	\$368
Employee plus Spouse	\$278	\$90	\$368
Employee plus Family	\$278	\$90	\$368

Effective December 18, 2017, the County will contribute up to the following amounts per pay period based on the employee’s plan selection:

<u>Plan Selection</u>	<u>Amount</u>	<u>Add'l Amount</u>	<u>Total Contribution</u>
Employee Only	\$288	N/A	\$288
Employee plus Child(ren)	\$288	\$120	\$408
Employee plus Spouse	\$288	\$120	\$408
Employee plus Family	\$288	\$120	\$408

Effective December 17, 2018, the County will contribute up to the following amounts per pay period based on the employee’s plan selection:

<u>Plan Selection</u>	<u>Amount</u>	<u>Add'l Amount</u>	<u>Total Contribution</u>
Employee Only	\$298	N/A	\$298
Employee plus Child(ren)	\$298	\$150	\$448
Employee plus Spouse	\$298	\$150	\$448
Employee plus Family	\$298	\$150	\$448

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

WORK-RELATED INJURY/4850 TIME

Introduction

The parties recognize the importance of having a work-related injury/illness reported and processed in a timely manner. They also acknowledge that an efficient reporting system will enable the County’s Workers’ Compensation adjuster to effectively evaluate and confirm the validity of a work-related injury/illness claim. To assure that this occurs, the parties have agreed

to prioritize the processing of claims governed by provisions of Labor Code 4850 using the protocol set forth below.

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

Employee's Responsibilities

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

Supervisor's Responsibilities

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

Personnel Unit's Responsibilities

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

Risk Manager's Responsibilities

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

Sheriff's Business Manager's Responsibilities

It shall be the Business Manager's responsibility to record any associated on-the-job leave time as directed by either the Risk Manager or the County's Workers' Compensation Adjuster. In the absence of this direction, the Business Manager shall consult with the Risk Manager regarding the proper coding of leave time. If the Business Manager is unable to obtain guidance from the Risk Manager within two (2) working days of receiving a report from the Personnel unit, he/she shall record all associated on-the-job leave time as "4850 Time" until he/she receives direction from the adjuster or the Risk Manager.

Workers' Compensation Adjuster's Responsibilities

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

Auditor-Controller's Responsibilities

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

Adjustments - Final Investigations

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

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

FLEXIBLE SPENDING ACCOUNT

During the term of this MOU, the County will automatically provide employees of this Association a "Flexible Spending Account". The Flexible Spending Account is offered pursuant to provisions

of Section 125 of the Internal Revenue Code. This account has been established to permit employees to pay for certain authorized expenses such as health insurance premiums, health insurance deductible, and child care services from pre-tax dollars. All costs associated with the enrollment and administration of this account will be paid by the County.

SAFETY EQUIPMENT

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

HEPATITIS VACCINATION

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

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

DEPUTY CORONER FUNCTIONS

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

JAIL STAFFING

The parties agree that Correctional Lieutenants will be responsible for supervising, through the appropriate chain of command, Deputy Sheriff incumbents assigned to the Jails.

TIER II SAFETY RETIREMENT PLAN - MANDATORY

Any employee hired between May 9, 2006 and June 10, 2012, into a permanent position in a safety classification covered by this MOU shall be enrolled into the Tier II Safety Retirement Plan as follows:

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

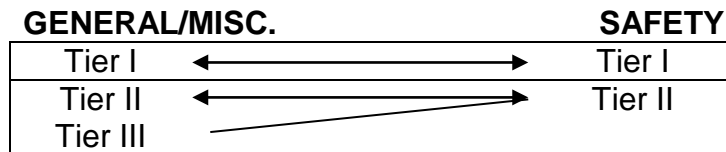
The vested “health benefit” (currently \$3.00 per year of service) resulting from the Settlement Agreement (Fresno County Superior Court Cases 605588-3, 608028-7 and 634171-3) [see Section 9] entered into judgment on December 15, 2000, shall be extended to employees enrolled in Tier II Safety.

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

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

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

CORRESPONDING TIERS



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

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

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

TIER IV SAFETY RETIREMENT PLAN - MANDATORY

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

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

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

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

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

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

CORRESPONDING TIERS

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

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

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

The foregoing summary of Tier IV Safety Retirement Plan – Mandatory is for the parties' general reference and does not modify the County Board Resolution or County Ordinances which establish this tier.

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.

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.

WAIVER CLAUSE

The parties acknowledge that for the life of this MOU, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter pertaining to or covered by this MOU, notwithstanding any other provisions of law to the contrary.

SAVINGS CLAUSE

The provisions of this MOU are declared to be severable and if any section, sub-section, 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.

FULL UNDERSTANDING

It is intended that this MOU sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other previous understanding or agreements by the parties (with the exception of addenda and sideletter agreements), whether formal or informal regarding any such matters are hereby superseded and terminated in their entirety. With respect to addenda and sideletter agreements, all previously existing addenda and sideletter agreements and sideletter agreements that have not expired, and new addenda and sideletter agreements entered into during the term of this MOU shall continue in force subject to the terms and conditions set forth within each.

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-Miliias-Brown Act and other applicable provisions of law provided such actions are not in conflict with the provisions of this MOU.

EXTENSION OF PAID MILITARY LEAVE

Eligible Bargaining Unit Members shall be subject to paid military leave in accordance with Resolution #12-445 as approved by the Board of Supervisors on December 4, 2012.

MOU REOPENER

1. Parking stalls for Correctional Lieutenants;
2. Salary in the event that Deputy Sheriff's receive additional salary increases outside of the Unit 1 MOU.

TERM OF MEMORANDUM OF UNDERSTANDING AND RENEGOTIATION

This MOU shall be in effect from March 13, 2017, through December 15, 2019. The parties agree to begin negotiations on a successor MOU on or about September 2019.



COUNTY OF FRESNO

2/24/17

DATE



FRESNO COUNTY SHERIFFS
AND CORRECTIONAL
LIEUTENANTS ASSOCIATION

2/24/2017

DATE