

**MEMORANDUM
OF
UNDERSTANDING**

BETWEEN

**FRESNO COUNTY SHERIFF'S
CAPTAIN ASSOCIATION**

UNIT 38

AND

THE COUNTY OF FRESNO

MARCH 13, 2017 – DECEMBER 15, 2019

UNIT 38

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INTRODUCTION

The terms and conditions of employment that are set forth in this Memorandum of Understanding (MOU) have been discussed in good faith by the County of Fresno and the Fresno Sheriff's Captain's Association, the certified organization for Unit 38. The parties agree to jointly recommend to the Fresno County Board of Supervisors that all terms and conditions of employment as set forth herein be incorporated in full in a resolution of that Board. Upon adoption of such a resolution, all terms and conditions of this MOU shall become effective on the date approved by the Board of Supervisors, except where the MOU or legal prohibitions necessitate a later effective date.

The articles within this MOU are applicable to all Unit employees unless specific limitations are set forth within an article.

SALARIES

<u>Classification</u>	<u>Current Bi-Weekly Salary Range</u>	<u>5% Increase Effective 7/3/17</u>	<u>5% Increase Effective 7/2/18</u>	<u>5% Increase Effective 7/1/19</u>
Sheriff's Captain	3636	3818	4009	4209

MANAGEMENT RIGHTS

- A. All County rights, powers, functions, and authorities except as expressly abridged by this MOU shall remain vested in the County whether or not they have been exercised in the past.
- B. No portion of this County Management Rights article shall be construed to obligate the County in any way.
- C. All decisions made in accordance with County Management Rights which are established in this article or are inherently existent shall not be subject to any aspect of the grievance procedure or unfair employee relations practice charges.
- D. This article is not intended to nor may it be construed to modify the provisions of the Charter relating to Civil Service or Personnel Administration. The Civil Service Commission shall continue to exercise authority delegated to it.
- E. This article is not intended to modify those rights which have been granted to employees in this MOU following procedures specified in Government Code Section 3500 et seq.
- F. In the exercise of its rights, the County shall not require an employee to perform an act or acts contrary to licensing law.
- G. 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.
- H. The rights, powers, and authorities of the County include, but are not limited to, the sole and exclusive right to:

1. determine the mission of its constituent departments, commissions, boards, and committees;
2. set standards of services and evaluate the County's effectiveness in delivery of these services;
3. determine the procedures and standards for employee selection, promotion, demotion, transfer reassignment and/or layoff;
4. select, train, direct, assign, demote, promote, layoff, dismiss its employees;
5. communicate fully and openly with its employees on any subject at any time orally, in writing, both at work or through the U.S. mail;
6. take disciplinary actions;
7. relieve its employees from duty or reassign employees because of lack of work or for other reasons the County considers legitimate;
8. evaluate and maintain the efficiency of County operations;
9. determine and change the method, means, personnel, and standards by which County operations are to be conducted;
10. determine the content of job classifications;
11. take all necessary actions to carry out its mission in emergencies including the suspension of portions or all of this MOU for the period of emergency as determined by the County;
12. exercise complete control and discretion over its organization and the technology to perform its work;
13. make rules and regulations pertaining to employees consistent with this MOU;
14. make all financial and budgetary decisions;
15. establish, allocate, schedule, assign, modify, change and discontinue workshifts and working hours and workweeks;
16. contract, subcontract, establish, merge, continue or discontinue any function or operation of the County;
17. engage consultants for any future or existing function or operation of the County;

REPRESENTATION RIGHTS

When the Association wishes to be represented by a County employee, rather than a non-employee representative, at meetings within the scope of representation which affect the represented Association, that employee representative will have release time with prior department head approval for presentation to county boards, committees, and commissions; will have release time as approved for meeting with management at the department or county-

wide level; will submit a written request to the department head at least twenty-four (24) 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.

P.O.S.T. INCENTIVE

Effective July 17, 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. (Percentage payment only applied upon receipt of the Management POST certificate by the Department of Personnel Services)

TIER II SAFETY RETIREMENT PLAN

Fresno Sheriff’s Captains who opted into Tier II Safety (G.C. 31664.2, 3% at 55 years of age), shall remain in Tier II Safety.

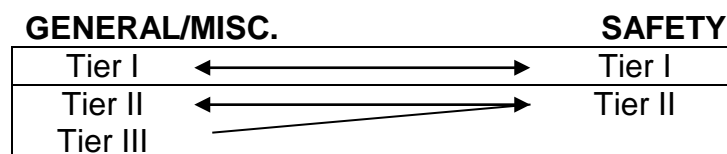
The vested “health benefit” (currently \$3.00 per year of service) resulting from the Settlement Agreement (Fresno County Superior Court Cases 605588-3, 608028-7 and 634171-3) [see Section 9] entered into judgment on December 15, 2000, shall be extended to employees enrolled in Tier II Safety.

Any Safety member occupying a permanent position in a safety classification that is represented or unrepresented, who promotes, demotes or transfers into a permanent position in a Safety classification represented by the Fresno Sheriff’s Captain 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 in a Safety classification that is represented by the Fresno Sheriff’s Captain 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 General/Miscellaneous classification to a Safety classification, or vice versa, shall be enrolled in the corresponding retirement tier (e.g., Tier I General/Miscellaneous membership shall end and Tier I Safety membership shall begin; Tier II General/Miscellaneous membership shall end and Tier II Safety 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 a Safety classification that is represented or unrepresented, who promotes, demotes or transfers into a permanent position in a Safety classification represented by the Fresno Sheriff's Captain 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 Captain 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 II
Tier IV	←————→	Tier IV

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

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

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

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.

ANNUAL LEAVE/VACATION/SICK LEAVE

Employees hired prior to December 13, 1998, shall be covered under the Annual Leave provisions as set forth in the Fresno County Salary Resolution, Section 600. Employees hired after December 13, 1998, shall be covered by Vacation/Sick Leave I as set forth in the Salary Resolution, Section 700; Vacation/Sick Leave II shall not apply.

UNIFORM ALLOWANCE

A uniform allowance of \$19.23 per pay period shall be provided for employees within this unit. 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

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.

CONTINUITY OF OPERATIONS

Continuous and uninterrupted service to the citizens of the County, and orderly employee/employer relations between the County and its employees are essential considerations of this MOU. Therefore, the Association agrees on behalf of itself and those County employees which it represents both individually and collectively that there shall not be any strikes, picketing, boycotting, work stoppages, sitdowns, sickouts, speed-ups, slow-downs, or secondary action such as refusal to cross picket lines or any other concerted refusal to render services or to obstruct the efficient operations of the County or refusal to work, including refusal to work overtime, or any other curtailment or restriction of work at any time.

In the event the County determines there to be a violation of this article by the Association and/or the employees which it represents, the employer may, in addition to other remedies, discipline such employees up to and including discharge.

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

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 decisions 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.

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.

FULL UNDERSTANDING

It is intended that this MOU set forth the full and entire understanding of the parties regarding the matters set forth herein, and any other previous understandings 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 sideletter agreements

and addenda and sideletter agreements entered into during the term of this MOU shall continue in force subject to the terms and conditions set forth within each addendum and sideletter. Further, neither party shall be bound by any promise or assurance that is not explicitly covered in this MOU, addenda, 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-Miliias-Brown Act.

MOU REOPENER

The parties agree to an MOU reopener regarding compaction no sooner than July 1, 2018.

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 successor MOU negotiations on or about September 2019.

COUNTY OF FRESNO

FRESNO COUNTY SHERIFF'S
CAPTAIN ASSOCIATION – UNIT 38

By 

Gilbert De La Torre

By 

Jennifer Horton, President

Date 2.14.17

Date 2/15/17