

**MEMORANDUM  
OF  
UNDERSTANDING**

**BETWEEN**

**FRESNO SHERIFF'S CORRECTIONAL  
SERGEANTS ASSOCIATION**

**(UNIT 37)**

**AND**

**THE COUNTY OF FRESNO**

**JANUARY 28, 2019 – JANUARY 24, 2021**

# UNIT 37

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## INTRODUCTION/PURPOSE

We, the undersigned, duly appointed representative of the County of Fresno, hereinafter referred to as "County", and the Fresno Sheriff's Correctional Sergeants Association, Unit 37, 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 37. 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 misunderstanding or differences which may arise under this MOU.

## SALARIES

<u>Classification</u>	Current Bi-weekly Salary Range	2% COLA + 1% Equity Increase Eff. 1/28/19	5 Step Conversion Eff. 2/11/19	1.25% Equity Increase Eff. 7/15/19	2% Increase Eff. 1/27/20	1.25% Equity Increase Eff. 7/13/20
Correctional Sergeant	2336	2407	2533	2565	2616	2649

## OVERTIME PAY

Employees subject to this MOU shall receive compensation in cash or compensatory time off at the rate of one and one-half (1½) the employee's hourly rate of pay for overtime worked, as defined in Section 800 of the Salary Resolution. In determining whether or not overtime hours have been worked, only productive work hours (actual hours worked) shall apply.

All overtime shall be paid in cash unless the employee opts to receive compensatory time off. Overtime paid in cash shall be calculated at the rate of one and one-half (1½) the employee's base hourly rate of pay ("County" overtime), unless the time worked meets the definition of overtime under provisions of the Fair Labor Standards Act (FLSA), effective April 15, 1989; in the latter instance, overtime shall be calculated at the rate of one and one-half (1½) the employee's regular rate of pay, as defined by provisions of the FLSA ("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.

### Double Time

Should an employee of this Unit be scheduled by Management to work more than seven (7) consecutive work days, commencing on the eighth (8<sup>th</sup>) day, the employee shall be compensated at two (2) times his/her base hourly rate for all overtime hours worked until such time as two (2) consecutive days off are provided by Management. Compensatory time off may be elected, as outlined below.

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 (8<sup>th</sup>) day overtime eligibility. Employees may either sign and complete the form, thereby indicating waiver, or discard it. Employees who return the signed form shall not be entitled to double-time pay for the eighth (8<sup>th</sup>) consecutive day worked nor days thereafter.

The pay at two (2) times the base hourly rate 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.

### Compensatory Time Off

Employees covered by this MOU may accrue a combined maximum of Compensatory Time off (CTO) and holiday balances up to a maximum of sixty (60) hours (24 of which may be Holiday Accrual). Employees may request to be paid in cash at any time for accrued hours. The Sheriff retains the right to pay all compensatory time off in cash to all employees covered by this provision immediately before the expiration of this MOU. Compensatory time off for all Unit employees may be taken at a time mutually agreed upon by the department head or his/her representative and the employee. Anything over the maximum combined sixty (60) hours balance will be paid in cash by the department on the next available pay period.

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.

### STANDBY

Correctional Sergeants who are ordered by the Sheriff or designee to stand by for court time or to standby for duty and are restricted as to their movement while off duty, shall be compensated at twenty-five percent (25%) of their regular hourly rate for such time (four hour minimum).

### CALL-BACK PAY

An employee in the classification of Correctional Sergeant 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/her department head and does, in fact, return to work.
2. The order to return is given to the employee following termination of his/her normal 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 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; or
2. Time spent at the work location.

Under these circumstances, the employee shall be paid at the rate of time and one-half (1½) his/her base hourly rate of pay, unless the actual hours worked on a call-back exceed eighty-six (86) hours in a work period under FLSA provisions for Correctional Sergeants or over forty (40) hours in the FLSA work period. In these latter circumstances, the employee shall be paid at the rate of time and one-half (1½) 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. In order to receive auto mileage reimbursement, the employee shall comply with the County's automobile insurance requirements.

### **COURT TIME**

Whenever a Correctional Sergeant is ordered to return to work to appear in court as a witness to testify as to matters discovered in the course of his/her duties, and such appearance is outside his/her regular shift, the employee shall be paid for a minimum of two (2) hours worked at the rate of time and one-half (1½) their base hourly rate of pay, unless the actual hours worked on a call-back exceeds the two (2) hour minimum under FLSA provision. In the latter circumstances, the employee shall be paid the rate of time and one-half (1½) his/her regular hourly rate of pay, as defined by FLSA.

To be eligible for court time compensation, 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.

Employees called back to duty under provisions of this article shall additionally be compensated at time and one-half (1½) their base hourly rate for thirty (30) minutes travel time.

### **STATE DISABILITY INSURANCE**

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.

### **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;
18. order overtime.

### **ASSOCIATION SECURITY**

Association members may withdraw only during the full month prior to the month in which this MOU expires. The Auditor-Controller/Treasurer-Tax Collector (hereinafter Auditor-Controller), Payroll Division shall accept withdrawal cards only during that month.

### **REPRESENTATION RIGHTS**

The Association shall have the right to meet and confer in good faith with the County regarding wages, hours, and other terms and conditions of employment for representation Unit 37, within the scope of representation.

The scope of representation shall include all matters relating to employment conditions and employer-employee relations, including but not limited to wages, hours and other terms and conditions of employment.

### **RELEASE TIME**

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

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

## **EMPLOYEE GRIEVANCE RESOLUTION PROCEDURE**

The Employee Grievance Procedure and Form agreed to on March 1, 2012, shall be available on the Personnel Services website. No changes shall be made to the procedure and/or form without mutual agreement of the Association and County.

### **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.

### **COURT APPEARANCES**

Compensation for court appearances shall be governed by the Fresno County Salary Resolution, Section 500.

Employees called for jury duty must be assigned to a Monday through Friday, 8:00a.m. to 5:00 p.m. schedule.

### **FAIR LABOR STANDARDS ACT**

Provisions of this MOU have been drafted to comply with FLSA. If, during the course of this MOU, legislation or court decision make those provisions of FLSA no longer applicable to the County, the parties agree to meet and confer on the impact.

### **ANNUAL LEAVE**

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

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

### **BEREAVEMENT LEAVE**

Each employee occupying a permanent position shall be eligible for paid Bereavement Leave up to a maximum of twenty-four (24) hours (to begin no later than 15 working days after notification and, if non consecutive, to conclude no later than 30 calendar days from notification) per bereavement for the death of a qualifying relative. A qualifying relative shall be defined as the employee's: legally recognized spouse, mother, father, brother, sister, child (as defined under 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, or his/her designee, 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, and relationship to the employee. Employees shall also state on the form, the circumstance showing that the time as Bereavement Leave is reasonably necessary in order for the employee to attend any necessary family obligations.

### **HEALTH INSURANCE**

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 January 28, 2019, 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.

## 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 the Fresno County Salary Resolution:

January 1 (New Year's Day)

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

Third Monday in February (Washington-Lincoln Day)

March 31 (Cesar Chavez' Birthday)

Last Monday in May (Memorial Day)

July 4 (Independence Day)

First Monday in September (Labor Day)

November 11 (Veteran's Day)

Fourth Thursday in November (Thanksgiving Day)

Day following Thanksgiving

December 25 (Christmas)

Every Monday following a Sunday which falls on January 1, March 31, July 4, November 11, or December 25

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

### Holiday Pay Eligibility

Employees 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 Section 900 of the Fresno County Salary Resolution, may be required to provide a statement from the 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 shall not exceed sixty (60) hours.

### Compensation for Time Worked on a Holiday

When employees represented by this Unit 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 hour worked when major portions (greater than 50%) of the shift is worked on the holiday. Holiday Compensation shall be limited to a single consecutive shift worked on the holiday. Holiday compensation is not included as Fair Labor Standards Act (hereinafter FLSA) overtime in the FLSA work period. Therefore, holiday compensation can be received in cash or as holiday accrual to a maximum of 24 hours. The combined balances of Holiday and Compensatory Time Off shall not exceed sixty (60) hours.

Overtime hours worked on a holiday as defined in the Overtime Article of this MOU shall be paid at the overtime rate of one and one-half (1½) times the employee's base hourly rate of pay as set forth in the Overtime Article of this MOU. The employee may elect to accrue Compensatory Time Off for these hours in accordance with the Compensatory Time Off and Overtime Articles of this MOU, subject to the combined balances of Holiday and Compensatory Time Off.

### Holiday Time Off Balances

Holiday Time Off balances (maximum of 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. The Sheriff retains the right to pay all holiday accruals in cash immediately before the expiration of this MOU. Holiday time off hours may be paid 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 Sergeants who are employed in a work unit which routinely operates seven (7) days a week who are required to work on those dates.

## **UNIFORM ALLOWANCE**

Effective January 18, 2016, 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.

### **CONTINUITY OF OPERATIONS**

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

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

### **MENTAL HEALTH SERVICES**

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

### **EMPLOYEE BENEFITS**

The parties agree that vacation, sick leave, and bereavement leave shall not be reduced during the term of this MOU.

### **BILINGUAL SKILL PAY**

Association members 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. Positions designated/eligibility shall be governed by the Fresno County Salary Resolution, Section 533, with the exception 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.

### **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.

## **HEPATITIS VACCINATION**

To minimize the contraction of hepatitis, all Correctional Sergeants 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. The above screening and vaccination process will be administered by personnel designated by the County Health Department.

The Association agrees that employees who are not able to receive the screening 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 classes shall complete the screening and the initiation of the vaccination processes within ninety (90) days following date of the completion of their probationary period.

## **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.

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

## **JAIL STAFFING AND WORK SCHEDULE ISSUES**

### **Supervision of Deputy Sheriffs**

Correctional Sergeants will be responsible for supervising both Correctional Officer and Deputy Sheriff incumbents assigned to the Jails. If at a future date, the Sheriff decides to assign Sheriff's Sergeants to the Jail or other areas within the Correctional Sergeants current areas of responsibilities, Unit 37 will be provided the opportunity to meet and confer on the impact of such decision (e.g., seniority shift selection) prior to implementation.

### **12-Hour Flexible Work Schedules**

1. In addition to a 5/8 schedule, a 12-hour work schedule may be established effective in FY 2002/03 by the Sheriff, for Correctional Sergeants assigned to the Jail.
2. If such schedule is established, it will consist of seven 12-hour workdays in a 14-day work period (84 hours), consistent with the FLSA 7(k) exemption.
3. This flexible 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 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.
5. If the Sheriff implements the 12-hour schedule in the Jail, it will continue for one year from that implementation date. 45 days prior to the one-year period, the parties shall meet and confer over continuation of the 12-hour work schedule.

All Bargaining Unit members shall be scheduled 84 hours in a 14-day work period. Management reserves the right to Meet and Confer regarding the continuance of the schedules.

### **Seniority Shift Selection**

Consistent with current Sheriff's departmental procedures, once Sheriff's management has assigned Correctional Sergeants to the specialty/necessary assignments as determined by management, 90% of the remaining slots will be assigned based on seniority.

Probationary Correctional Sergeants shall be assigned to shifts and assignments at the discretion of Sheriff's management. Correctional Sergeants who have completed their initial probationary period shall sign up by seniority (by date of promotion) at the next annual shift selection process.

## **SHIFT PREMIUM**

Correctional Sergeants assigned to a regular Platoon "B" shift (12-hour shift - 6:00 P.M. to 6:00 A.M.) shall be paid, in addition to their base compensation, a four percent (4%)

premium for all regularly scheduled hours worked on that shift. The following terms and conditions also apply:

- a) There shall be no shift premium paid when the employee is not actually working on Platoon "B" (e.g., employee is scheduled to work Platoon "A" or is off work on paid or unpaid time).
- b) Any Correctional Sergeant (e.g., working Platoon "A") who works overtime hours that extend into the Platoon "B" shift shall not be eligible to receive shift premium.
- c) Whenever a Correctional Sergeant regularly scheduled to Platoon "B" is required to perform overtime work before or beyond the end of their regularly scheduled Platoon "B" shift, they shall not receive shift premium for any overtime hours worked that occur outside of their Platoon "B" shift.
- d) Any Correctional Sergeant who is temporarily assigned to the Platoon "B" shift, or any Platoon "B" Correctional Sergeant who is required to work an extra Platoon "B" shift, shall be eligible for the 4% shift premium. In this instance only, if the Correctional

Sergeant is then eligible for overtime, the shift premium will be used in determining cash payment, if any, for overtime hours worked.

### **TIER II SAFETY RETIREMENT PLAN**

Fresno Sheriff's Correctional Sergeants 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 Correctional Sergeants Association, shall continue under the retirement tier in which they were enrolled immediately prior to their promotion, demotion or transfer.

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

Any employee occupying a permanent position who promotes, demotes or transfers from a 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

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

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

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

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

### 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 Correctional Sergeants Association, shall continue under the retirement tier in which they were enrolled immediately prior to their promotion, demotion or transfer.

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

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

**CORRESPONDING TIERS**

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

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

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

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

**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.

**EXTENSION OF PAID MILITARY LEAVE**

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

**MOU REOPENERS**

Health Insurance

Reopener effective no sooner than October 2019 for Plan Year 2020 to discuss possible increases.

**TERM OF MOU AND RENEGOTIATION**

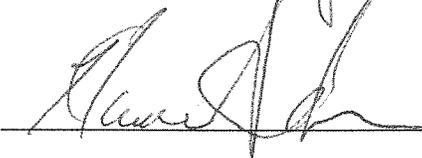
This MOU shall be in effect from January 28, 2019, through January 24, 2021. The parties agree to begin negotiations on a successor MOU on or about September 1, 2020.

COUNTY OF FRESNO

FRESNO SHERIFF'S CORRECTIONAL  
SERGEANTS ASSOCIATION – UNIT 37

By: 

By: 

By: 

Date: 01.16.19

Date: 1-16-19