

MEMORANDUM
OF
UNDERSTANDING

BETWEEN

FRESNO DEPUTY SHERIFF'S
ASSOCIATION
UNIT 1
(LAW ENFORCEMENT PERSONNEL)

AND

COUNTY OF FRESNO

OCTOBER 14, 2002 -- OCTOBER 9, 2005

UNIT 1

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ADDENDA/ATTACHMENT(S)

ADDENDUM NO. 1 - SALARIES
ADDENDUM NO. 2 - FRESNO COUNTY EMPLOYEE GRIEVANCE PROCEDURE
ADDENDUM NO. 3 - PUBLIC SAFETY OFFICERS PROCEDURAL BILL OF RIGHTS ACT
ADDENDUM NO. 4 - EXTENSION OF PAID MILITARY LEAVE
ADDENDUM NO. 5 - PUBLIC SERVICE RETIREMENT CREDIT
ADDENDUM NO. 6 - COURT SERVICES STAFFING
ADDENDUM NO. 7 - ACCESS - FRESNO COUNTY PLAZA LOBBY
ADDENDUM NO. 8 - JAIL STAFFING AND WORK SCHEDULE ISSUES
ADDENDUM NO. 9 - ASSOCIATION BUSINESS - FDSA
ATTACHMENT - SETTLEMENT AGREEMENT

INTRODUCTION

The terms and conditions of employment that are set forth in this Memorandum of Understanding (MOU) have been discussed in good faith by the County of Fresno and by the Fresno Deputy Sheriff's Association, the certified organization for Unit 1, Law Enforcement Personnel. The parties agree to jointly recommend to the Fresno County Board of Supervisors that all terms and conditions of employment as set forth herein become effective on the date approved by the Board of Supervisors, except where the MOU, or legal prohibitions, necessitate a later effective date.

SALARIES

Salaries for all classifications covered by this MOU shall be as specified on Addendum No. 1.

OVERTIME PAY

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

Overtime Defined

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

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

AND

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

The following Unit classifications, under FLSA, are not considered to be engaged in "law enforcement activities" as defined under provisions of the FLSA: Communication Dispatcher I/II/III/Specialist; Community Service Officer/Senior; Criminalist I/II/Specialist; Identification Technician I/II/III/IV; and Rangemaster. For these employees, overtime is defined as:

Authorized work performed in excess of eight (8) hours in a day, (or over nine [9], ten [10], etc., hours per day pursuant to a flexible work schedule), or over forty (40) hours in a workweek/FLSA work period, (from 12:01 a.m., Monday through Midnight the following Sunday).

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

Overtime Payment

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

CTO

If in lieu of cash compensation CTO is chosen by the employee, the employee may accumulate up to forty (40) hours at any given time. Anything over the maximum forty (40) hours balance will be paid in cash automatically. The Sheriff retains the right to pay all CTO in cash to all employees covered by this provision immediately before the expiration of this MOU. CTO for all Unit employees will be taken off at a time mutually agreed upon by the department head or his/her representative and the employee. Employees may request and be paid in cash at anytime for accrued CTO at the employees regular rate of pay at the time such payment is made. Payment will be made on the scheduled paycheck for the period payment is requested.

Double-Time Provision

Should an employee of this Unit be scheduled by management to work more than twelve (12) consecutive work days [seven (7) consecutive work days for Communication Dispatcher series], commencing on the thirteenth (13th) day [eighth (8th) day for Communications Dispatcher series], the employee shall be compensated at two (2) times his/her base hourly rate for each hour worked until such time as two (2) consecutive days off are provided by Management. CTO may be elected subject to the forty-hour (40) maximum.

Telephone Calls

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

STANDBY PAY

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

When Sheriff's Department employees are ordered by the Sheriff or his/her designee to stand by for court time and restricted as to their movement while off duty, they shall be compensated at time and one-half (1½) of twenty-five percent (25%) of their regular hourly rate equivalent to thirty-seven and one-half percent (37½%) for such time (one hour minimum).

CALL-BACK PAY

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

- A. The employee is unexpectedly ordered to return to work by his/her department head and does, in fact, return to work.
- B. 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.
- C. Such return to work occurs within twenty-four (24) hours of when the order is given, but not less than two (2) hours prior to the established starting time of the employee's next regular shift.

Compensation for call-back shall be the greater of:

- A. Minimum of two (2) hours overtime; or
- B. 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 plus all other hours actually worked, exceed eighty-six (86) hours in a work period under FLSA provisions for specified employees or over forty (40) hours in the FLSA work period for specified employees. 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.

Compensatory time off may be elected, subject to the forty-hour (40) maximum, described in the Overtime provision of this MOU.

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.

SPECIAL CALL-BACK SITUATIONS

Court Time

Court time call-back shall apply to those appearances in court as a witness to testify as to matters discovered in the course of duty when such appearances are outside the employee's work hours.

Special Hearings

Call-back for special hearings shall apply to those instances authorized by a Sheriff's Captain in Sheriff's Department where testimony on behalf of department management is required and when such appearances are outside the employee's scheduled work hours.

Compensation

Compensation for call-back under this article shall be the greater of:

- A. Minimum of four (4) hours overtime; or
- B. Time spent at work location at overtime.

Travel Time

Employees called back under provisions of this article shall additionally be paid overtime at their “regular hourly rate” for thirty (30) minutes travel time.

BILINGUAL SKILL PAY

An employee occupying a position that is authorized by the Sheriff, 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 Personnel Services Department. Fresno County Salary Resolution Section 533 shall govern, with exception of 533.12.

HELICOPTER PILOT ASSIGNMENT

Staffing

The Helicopter program shall be staffed from the Department’s current complement of Deputy Sheriff positions. A maximum of three (3) pilot positions (two [2] pilots and one [1] chief pilot) shall be assigned to the program.

Federal Aviation Administration (FAA) certified pilots shall be recruited at the Deputy Sheriff III level. The chief pilot position shall also be certified as an FAA flight instructor.

Compensation

The Deputy Sheriff IIIs assigned as pilots shall receive One Hundred Forty-Eight Dollars (\$148) per pay period in addition to base compensation.

The Deputy Sheriff III assigned as chief pilot shall receive Four Hundred Forty Dollars (\$440) per pay period in addition to base compensation.

P.O.S.T. INCENTIVE

Employees employed on or before August 31, 1979, who have satisfactorily attained the intermediate P.O.S.T. Certificate shall be compensated at a rate of two and one-half percent (2½%) above their base salary. Employees who have satisfactorily attained the advanced P.O.S.T. Certificate shall be compensated at a rate of five percent (5%) above their base salary.

Employees receiving bonuses as specified in the preceding paragraph and who subsequently advance to a classification wherein a specific certificate is required shall cease to have that percentage paid to them. Such employees, as specified in this and the above paragraph, who are reassigned to a level where a specific certificate is not required shall regain the appropriate bonus.

Sheriff's Department employees hired into permanently allocated positions in classifications eligible for P.O.S.T. bonuses after August 31, 1979, who possess or acquire the specified certificates shall not be eligible for percentage incentives, but rather shall receive a flat dollar bonus after having been employed in such position for one (1) year. Currently the bonus for the intermediate level certificate is One-Thousand Five Hundred Dollars (\$1,500). The bonus for the advanced level certificate is One-Thousand Nine Hundred Dollars (\$1,900).

SHIFT PREMIUM

Identification Technicians and Communications Dispatchers

This section applies to employees in the Identification Technician and Communications Dispatcher classification series only.

Whenever an employee in the above classification series, by assignment or by rotation, works a regular shift, any portion of which occurs between the hours of 5:00 p.m. and 7:00 a.m., the employee shall be paid, in addition to the basic compensation, an eight percent (8%) premium for all work hours which occur after 5:00 p.m. and before 7:00 a.m. There shall be no shift premium paid when the employee is not actually working.

Whenever an employee working a shift, as defined in the preceding paragraph, who is eligible for shift premium is required to perform overtime work between the hours of 5:00 p.m. and 7:00 a.m., such employee's basic compensation plus the appropriate shift differential will be used in determining any cash payment for overtime hours worked.

The foregoing shall be the only shift premium or shift differential which shall apply to any work schedule. Watch II employees working a flexible work schedule which extends into the above-stated hours shall not be eligible for shift differential.

Employees working a regular day shift which falls between the hours of 7:00 a.m. and 5:00 p.m. shall be eligible for shift premium when four (4) or more hours of overtime are worked on a given day. Shift premium shall only be paid for overtime hours worked beyond 5:00 p.m. on that day.

When an employee who is regularly scheduled for shift work is temporarily moved to another shift for the convenience of the department, the usual shift differential will continue to be paid through the period when temporarily reassigned. For this purpose, temporary reassignment is any reassignment made with the expectation that the employee will return to the assigned shift.

Deputy Sheriffs (Watch I Uniformed, Beat Officers)

Effective December 9, 2002, any Deputy Sheriff working as a uniformed, beat officer assigned as a regular shift to Watch I (graveyard) shall be paid, in addition to the basic compensation, an eight percent (8%) premium for all regularly scheduled hours worked on that shift [i.e., maximum number of eight (8), ten (10) or twelve (12) hours (depending on regular shift)]. The following terms and conditions also apply:

1. There shall be no shift premium paid when the employee is not actually working the Watch I shift (e.g., employee is scheduled to work another shift or is off of work on paid or unpaid time).

2. Any Deputy (e.g. working Watch II or III) who works overtime hours that extend into the Watch I shift shall not be eligible to receive shift premium.
3. Whenever an employee regularly scheduled to a Watch I shift is required to perform overtime work before or beyond the end of their regularly scheduled Watch I shift, they shall not receive shift premium for any overtime hours worked that occur outside of their Watch I shift.
4. Any Deputy who is temporarily assigned to the Watch I shift or any Watch I Deputy who is required to work an extra Watch I shift shall be eligible for the 8% shift premium. In this instance only, if the employee is then eligible for overtime, the shift differential will be used in determining cash payment, if any, for overtime hours worked.

UNIFORM ALLOWANCE

Effective November 21, 1994, a uniform allowance shall no longer be provided to employees in the classes of Deputy Sheriff - Bailiff/II/III/IV, Criminologist, Community Service Officer and Senior Community Service Officer.

The foregoing allowance shall be converted to base salary on the above date at a rate of Seventeen Dollars (\$17) per pay period.

HEALTH INSURANCE

The County agrees to contribute, on behalf of each employee represented by Unit 1, to a health plan of the Association's choice, an employee-only premium contribution equivalent to the highest County employee-only premium contribution for other representation units.

Effective December 9, 2002, the County also agrees to contribute, on behalf of each employee with dependents enrolled in the Association's health plan, a dependent premium contribution equivalent to the highest dependent premium contribution for other representation units.

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

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

Employee's Responsibilities

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

Supervisor's Responsibilities

When a supervisor has been notified of an on-the-job injury or illness, he/she shall, 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, compensatory time off, or dock time depending on the employee's situation, until such time the claim is evaluated by the County's Risk Manager and is determined to be valid, subject to review and investigation by the adjuster.

Personnel Unit's Responsibilities

When the Sheriff's Captain assigned to the Administrative Division 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, compensatory time off, or dock time depending on the employee's situation, until such time the claim is evaluated by the County's Risk Manager and is determined to be valid, subject to review and investigation by the adjuster.

Risk Manager's Responsibilities

Upon receipt of a "Supervisor's Investigation Report" and within 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, compensatory time off, or dock time, depending on the employee's situation. If the Risk Manager fails to complete this evaluation timely, all associated on-the-job leave time shall be recorded as "4850 Time" until such time as the adjuster renders a preliminary finding and notifies the Sheriff's Business Manager 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/Treasurer-Tax Collector to reinstate the employee's Annual Leave and related benefits. If the adjuster determines the claim to be invalid, he/she shall conduct a standard investigation; all associated leave time of the employee shall continue to be recorded as "Annual Leave - O.J.I.", sick leave, compensatory time off, or dock time depending on the employee's situation pending the results of this investigation.

Auditor-Controller/Treasurer-Tax Collector's Responsibilities

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

Adjustments - Final Investigations

Once a work-related injury or illness 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/Treasurer-Tax Collector. The employee's related time off shall be adjusted retroactively to reflect Annual Leave, sick leave, compensatory time off, or dock time. If dock time is recorded, the employee shall reimburse the County for such time that he/she was on 4850 status within the time limits established by the Auditor-Controller/Treasurer-Tax Collector.

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

Continuing Therapy

Effective December 9, 2002, 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 provision is not grievable through the County Employee Grievance Procedure.

This provision shall be evaluated by the Sheriff after one year to determine whether this provision shall continue. Any decision to discontinue the provision by the Sheriff shall be final.

LIFE INSURANCE/LONG TERM DISABILITY INSURANCE

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

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.

REPRESENTATION RIGHTS

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

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

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.

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

County shall deduct, once each regular pay period, the amount of regular and periodic dues, fees, and other 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 Bargaining Unit, at a time mutually agreed upon between the Sheriff and the Association.

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.

VACATION AND SICK LEAVE

The Association agrees to drop the issue of vacation and sick leave from its pending lawsuit pertaining to the payment of accrued annual leave hours. This lawsuit was filed on September 20, 2001, and is identified as Superior Court Case No. 01CECG01042.

The following is an outline of provisions relating to a vacation and sick leave program for employees hired after December 13, 1998. (These employees will not be eligible to accrue Annual Leave.) For specific details pertaining to vacation and sick leave, refer to Fresno County Salary Resolution Section 700.

1. Vacation Leave Accrual:
 - a. Employees with 0 through 78 pay periods, from 0 to 3 years, will accrue vacation at the rate of 3.70 hours per pay period. Employees within this category will only be allowed to accrue up to 260 hours of vacation time. There will be no accrual of vacation time beyond 260 hours.
 - b. Employees with 79 through 260 pay periods, from 3 to 10 years, will accrue vacation at the rate of 4.62 hours per pay period. Employees within this category will only be allowed to accrue up to 280 hours of vacation time. There will be no accrual of vacation time beyond 280 hours.
 - c. Employees with 261 through 390 pay periods, from 10 to 15 years, will accrue vacation at the rate of 6.15 hours per pay period. Employees within this category will only be allowed to accrue up to 300 hours of vacation time. There will be no accrual of vacation time beyond 300 hours.

- d. Employees with 391 through 520 pay periods, from 15 to 20 years, will accrue vacation at the rate of 6.77 hours per pay period. Employees within this category will only be allowed to accrue up to 320 hours of vacation time. There will be no accrual of vacation time beyond 320 hours.
- e. After completion of the 520th pay period, and beginning with the 21st year, accrual will be at the rate of an additional 4 hours of vacation time per year for each additional 26 pay periods of continuous service. Employees within this category will only be allowed to accrue up to 320 hours of vacation time. There will be no accrual of vacation time beyond 320 hours.
- f. Employees will be eligible for cash pay off of accrued vacation time at the time of separation at the employee's then current base hourly rate.
- g. Employees will only be permitted to use vacation hours beginning with the 2nd pay period of employment.
- h. Employees will not be required to use a minimum number of vacation hours (e.g., 120 hours) during a payroll year.

2. Sick Leave Accrual:

- a. Employees will accrue sick leave at the rate of 4.0 hours per pay period.
- b. There will be unlimited accrual of sick leave. However, there will be no cash value for accumulated sick leave hours. Unused sick leave may be used for retirement service credit purposes.

3. Other Components:

- a. A catastrophic illness donation program when an employee has or is about to exhaust all accumulated paid time off, as currently administered.
- b. Integration of paid time off with workers' compensation and disability plan where applicable.
- c. Employees employed in permanent regular continuous part-time service shall participate in the vacation and sick leave program on a prorated basis.
- d. Employees will be permitted to use vacation hours in place of sick leave. Such use of vacation hours will be recorded accordingly.
- e. Sick leave may be used as follows:
 - 1) A bona fide illness or injury of an employee or family member as established by law (i.e., FMLA and CFRA).
 - 2) Any FMLA and/or CFRA qualifying leave (e.g. to stay home with a child either newly born or newly placed with the employee for adoption or foster care).
 - 3) Medical, dental or eye care consultations of an employee or family member.
 - 4) Physical incapacity for the purpose of work caused or contributed to by pregnancy or the recovery therefrom.
 - 5) Consistent with No. 3. b. above (Integration).

BEREAVEMENT LEAVE

Each employee occupying a permanent position shall be eligible for paid bereavement leave up to a maximum of three (3) working days per bereavement for the death of a qualifying relative, defined as the employee's husband, wife, parent, brother, sister, child, grandparent, or grandchild, or these same relationships by affinity. Affinity shall be defined as relationship by marriage, excluding relationships which are excluded through final dissolution of marriage.

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.

HOLIDAYS

Defined

Except as noted below, whenever the dates listed below fall within the normal workweek of Monday through Friday, they shall be considered holidays, and all employees occupying permanent positions shall be entitled to take the same, up to a maximum of eight (8), ten (10) or twelve (12) hours (depending on regular schedule), without deduction in pay therefor. Except as noted below, whenever the dates listed below fall on either a Saturday or Sunday, they shall not be considered as holidays for County employee benefit purposes regardless of whether or not the employee actually works on that day.

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

January 1 (New Year's Day)

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

Third Monday in February (Washington-Lincoln Day)

March 31 (Cesar Chavez' Birthday)

Last Monday in May (Memorial Day)

July 4 (Independence Day)

First Monday in September (Labor Day)

November 11 (Veteran's Day)

Fourth Thursday in November (Thanksgiving Day)

Day following Thanksgiving

December 25 (Christmas)

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

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

Holiday Pay Eligibility

Employees are eligible for holiday pay only if they are at work or on an approved paid leave (annual leave, sick leave, CTO, Holiday time, etc.) on their last assigned shift immediately before or after the holiday. Employees claiming annual leave for illness purposes or sick leave on their last assigned shift immediately before or after a County holiday as set forth in Section 900 of the Fresno County Salary Resolution may be required to provide a statement from a California licensed physician setting forth the specifics which necessitated the employee's absence for illness or injury purposes in order to be eligible for holiday pay.

Holiday Worked

Whenever an employee is required to work on a holiday and is eligible for holiday pay as listed herein, the time so worked shall be compensated at the rate of two and one-half (2½) times the employee's hourly rate of pay, as defined in the Overtime Pay article of this MOU, for the first eight (8), ten (10) or twelve (12) hours (depending on regular schedule) worked and at time and one-half (1½) the employee's hourly rate of pay for all subsequent hours worked on the holiday. In lieu of the two and one-half (2½) time holiday compensation, an employee can choose to receive holiday credit equal to the number of hours worked on a holiday up to eight (8), ten (10) or twelve (12) hours (depending on regular schedule) and compensation of time and one-half (1½) for all hours worked on a holiday. If an employee is not eligible for holiday pay as provided herein, the employee shall only be entitled to compensation at the rate of time and one-half (1½) for all hours worked on a holiday as listed herein. Holiday hours to be paid shall include all consecutive shift hours worked when a major portion (greater than 50%) of the shift is worked on the holiday. Holiday compensation shall be limited to a single consecutive shift worked on the holiday. Holiday compensation is not included as FLSA overtime in the FLSA work period.

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

Holiday Accrual - Flexible Workweek

Employees in permanent positions who are working a flexible workweek, such as the four (4) day workweek, ten (10) hours per day, shall be credited with a maximum of eight (8), ten (10) or twelve (12) hours (depending on regular schedule) of holiday time earned for holidays worked and with a maximum of eight (8), ten (10) or twelve (12) hours (depending on regular schedule) holiday time credited for a holiday off.

Holidays Falling on Days Off

Except as herein provided to the contrary, an employee shall be credited with up to eight (8), ten (10) or twelve (12) hours (depending on regular schedule) of holiday time for a holiday falling on his/her regular day off.

Holiday Accrual - Retirement Credit

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

Bailiff's Court Holidays

No Deputy assigned to work as a Bailiff in the County Courts shall be required to take a court holiday off on annual leave, CTO or holiday time without the Deputy's consent. In such instances, the Deputy shall, upon request, be reassigned to other Deputy Sheriff duties for that day.

CALIFORNIA CLASS "B" DRIVER'S LICENSE

The County shall reimburse each employee who is required after employment to obtain a Class "B" California Driver's License with any required endorsements the initial cost of obtaining the license and the renewal cost of said license. Any medical examinations which are required to obtain/maintain a Class "B" Driver's License with any required endorsements will be performed by the County at no charge to the employee.

New employees hired into a job classification requiring a Class "B" California Driver's License as a condition of employment are required to maintain the license at their own expense.

CAREER DEVELOPMENT PLAN

The classifications of Deputy Sheriff I - Trainee, I - Bailiff, II, III and IV shall be placed in total combination, provided, however, that the control number for Deputy Sheriff IV shall provide for no more than one hundred (100) positions to be filled at the IV level.

Deputy Sheriff - Court Services - Refer to MOU ADDENDUM NO. 6 - COURT SERVICES STAFFING.

Deputy Sheriff - Jail - Refer to MOU ADDENDUM NO. 8 - JAIL STAFFING AND WORK SCHEDULE ISSUES.

Deputy Sheriff I - Trainee - Refer to MOU ADDENDUM NO. 8 - JAIL STAFFING AND WORK SCHEDULE ISSUES.

Deputy Sheriff II and III

The classifications of Deputy Sheriff II and III will continue to be defined as the entry and experienced level classifications respectively. The following shall apply to individuals who are initially hired into the County service at either of those two (2) levels:

- a. A one (1) year probationary period shall be required.
- b. Permanent status shall only be granted upon successful completion of the probationary period.
- c. Any individual who does not pass the probationary period shall be terminated from County Service unless said individual has promoted from a lower classification in which permanent status was held. In this case, they would have the right to return to the lower level position as specified in Personnel Rule 5 - Probationary Periods, Section 5023.1.
- d. Incumbents who advance to the III level and who have not completed their initial probationary period at the II level, shall be required to complete the remainder of the one (1) year probationary period.
- e. Incumbents who have completed their one (1) year probationary period at the II level shall not be required to serve a new probationary period at the III level.

Deputy Sheriff IV

Deputy Sheriff IV positions shall be held at the pleasure of the Sheriff who may, subject to compliance with the Peace Officers' Procedural Bill of Rights Act (Government Code Section 3300 *et seq.*), reassign persons holding such positions to lower level Deputy Sheriff positions. The Sheriff's actions in reassigning Deputy Sheriff IV's to the Deputy Sheriff II or III levels shall not be subject to appeal under provisions of the Fresno County Employee Grievance Procedures or the Fresno County Personnel Rules.

However, in compliance with the Peace Officers' Procedural Bill of Rights Act, employees reassigned by the Sheriff from Deputy Sheriff IV to lower level Deputy Sheriff positions may request an advisory arbitration hearing in accordance with the Public Safety Officers' Procedural Bill of Rights Appeal Procedure - Sheriff's Department.

Personnel reassigned from the Deputy Sheriff IV level to a lower Deputy level shall be restored to the step within the range for the lower job classification for which they would have been eligible had the elevation to Deputy Sheriff IV not occurred. Employees who have only held a Deputy Sheriff IV position and who are reassigned from Deputy Sheriff IV to Deputy Sheriff III shall be treated for salary range step placement purposes as if they were being reassigned from the same step of Deputy Sheriff II to Deputy Sheriff III. The above Deputy Sheriff IV employees being reassigned to Deputy Sheriff II shall be treated for salary range step placement purposes as if the period spent as a Deputy Sheriff IV had been spent as a Deputy Sheriff II.

Fresno County Salary Resolution Section 400 shall govern in other instances of demotion.

Career Path Task Force

A Career Path Task Force shall be convened to review the utilization of the Deputy Sheriff IV classification within the Sheriff's Department and to review/evaluate promotional requirements/processes. The Task Force shall consist of three employees appointed by the Association and three management employees appointed by the Sheriff and shall be convened within 60 days of the approval of this MOU. The Task Force shall present recommendations to the Sheriff for review and consideration within six months of the approval of this MOU.

Upon receipt of such recommendations, the Sheriff shall determine if any shall be implemented and shall confer with the Director of Personnel Services regarding any requirement to meet and confer.

4/10 WORKWEEK - PATROL DIVISION

The Sheriff recognizes the advantages, benefits, and importance of the 4/10 workweek. Based on the recommendation and approval of the Sheriff, 4/10 workweek scheduling shall continue during the term of this MOU for uniformed, field personnel assigned to Patrol.

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

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

SHIFT/RDO FLEX

The parties agree the settlement agreement executed on June 25, 2002, shall govern regarding the flexing of Regular Days Off (RDO). (See Attachment)

SAFETY EQUIPMENT

1. All peace officer incumbents in the Sheriff's Department shall be issued either a cleaned or new "ballistic vest" and a cleaned or new "raid jacket".
2. Ballistic vests shall be of a style and manufacture as determined solely by the Sheriff.
3. Raid jackets shall be of a style and manufacture as determined solely by the Sheriff.
4. Identifying emblems, insignia, etc., for raid jackets shall be as specified at the sole discretion of the Sheriff.
5. Ballistic vests and raid jackets, when issued, become the responsibility of the individual employee to retain and maintain. The employee must, upon separation for any reason from a deputized position, return the ballistic vest and raid jacket to the department head. Employees who are unable to produce their ballistic vest and raid jacket for either return or inspection purposes shall have the full cost of a replacement deducted from their next regular paycheck.

PATROL VEHICLES

This article applies to Sheriff's Department patrol vehicles, exclusive of special-use vehicles such as four-wheel drive and "K-9" vehicles.

Up to three (3) Association representatives will participate on an advisory, consultative basis in the selection process for patrol cars. Typical participation will include review and discussion of specifications and review and discussion of bids submitted, and recommendation for vehicle purchase. To this end, Sheriff's Management will notify the Association when the purchasing process is beginning so the Association may begin its own internal research process. The County alone shall make the final decision for the purchase.

Recognizing that there are a multitude of variables impacting the timing of purchase of patrol vehicles, the County shall make every practicable effort to retire blocks of patrol vehicles from patrol service when they, as a group average, have attained 85,000-90,000 odometer miles or are eighteen (18) months old, whichever occurs later.

CANINE HANDLERS

The parties agree that a Deputy Sheriff assigned to handle a canine used for law enforcement duties is required to and is responsible for the general care, grooming and home kenneling of the canine, and that such activities are compensated as described below.

Definitions

“Home kenneling” is understood to be the maintenance of canine at the home or residence of a Deputy Sheriff, and shall include grooming time. “Grooming time” is understood to mean all the activities specifically related to the care and maintenance of the canine at the residence, including feeding, exercising, cleaning of the home kennel and any County vehicle involved in transportation, and bonding with the canine. Grooming time shall not include time spent in formal training and time spent in routine and/or emergency veterinary care.

Compensation

The parties agree that Deputy Sheriffs assigned canines for home kenneling shall be compensated for grooming time conducted outside of the hours of the Deputy’s normal shift. All such grooming time shall be compensated at the rate of time and one-half (1½) the Deputy’s base hourly rate of pay, unless the actual hours worked exceed 86 hours in a work period. Under FLSA provisions, if such hours plus all other hours actually worked exceed 86 hours in a work period, the compensation shall be at the rate of time and one-half (1½) the employee’s regular hourly rate. CTO may be elected subject to the 40 hour maximum.

“Grooming time” shall not be considered scheduled work for purposes of invoking the double time provision.

Home Garaging

Each handler shall be assigned a vehicle specifically equipped for canine duty, which shall be kept at the handler’s place of residence and be utilized to transport the canine to and from duty.

County’s Responsibility

The County shall install kennels at the homes of canine handlers at no expense to the handler.

The County shall continue to pay for all food and veterinary care for the canines, as well as all other equipment related to training, grooming and safety as required by the Fresno Sheriff’s Department Canine Manual and any additional equipment deemed necessary by the Sheriff’s Department.

Continuation of Canine Program

The County may reduce the number of canines or eliminate the canine program at any time.

OUT-OF-RANK ASSIGNMENTS

Out-of-rank assignments shall be governed by the Fresno County Salary Resolution, Section 400, Subsection 413.9, Special Salary Upgrading.

Nothing in this article shall be construed as limiting Management’s authority to make temporary assignments for the purposes of vacation relief or meeting emergencies; however, emergency assignments shall not extend beyond a period of such emergencies.

Any Deputy Sheriff I - Bailiff, II, III, or Community Service Officer temporarily assigned as a “training officer” by Sheriff’s Management to orient new personnel while on initial probationary period or when reassigned to a different work unit shall be compensated an additional five percent (5%) of base salary for actual hours worked as a “training officer”. Deputy Sheriff IVs and Senior Community Service Officers shall not be eligible for this differential since this type of assignment is considered a part of routine job duties.

Communication Dispatcher I/II/IIIs who are assigned by the Sheriff to train newly hired dispatchers shall be paid, in addition to their base compensation, thirty-five and no/100 dollars (\$35.00) per pay period for the duration of said training assignment. Communication Dispatcher I/II/IIIs shall only be used by the Sheriff to train new hires when there are no qualified Communication Dispatcher Specialists on a given watch who can assume the training responsibilities.

COUNTY VEHICLE ASSIGNMENTS/HOME-GARAGING

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

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

Permanent assignment must be based on the following:

1. On-the-job utilization of at least 1,000 miles per month.
2. The need to transport specialized equipment not easily transferred between vehicles.

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

1. The requirement to respond to an average of six (6) or more after-hour emergency calls per month requiring a vehicle.
2. The requirement to report directly to the field or depart very late from the field at least four (4) days per week.
3. The requirement for a specially equipped vehicle for after-hours emergency calls (frequency specified in No. 1 immediately above).

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

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

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

PRIVATE VEHICLE MILEAGE REIMBURSEMENT

Employees of the Sheriff's Department in this Unit shall be eligible for private vehicle mileage reimbursement described below when permanently or temporarily reassigned to a work base reporting point not in the general Fresno Metropolitan area. In order to be authorized travel by private vehicle, the employee shall comply with the County automobile insurance requirements.

Computation of Reimbursement

Reimbursement shall be computed at the current rate for the difference, if greater, between the regular work base - home distance and the new work base - home distance.

Temporary Reassignments

Temporary reassignments are defined as those of three (3) months (90 calendar days) or less duration. Reimbursement as defined above shall be paid for the entire temporary reassignment upon request of the employee.

Permanent Reassignments

Permanent reassignments are defined as those made by the Sheriff which are not temporary in duration. Reimbursement as defined above shall be paid for thirty (30) calendar days. If circumstances arise that result in a permanent assignment lasting ninety (90) days or less, the employee shall, upon request, receive reimbursement for the entire period of reassignment.

Reimbursement Rate

Any employee authorized to travel on business for the County and who has been duly authorized to use and does use a privately owned automobile shall be allowed and paid as traveling expense 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.

DAMAGE TO PERSONAL PROPERTY OF EMPLOYEE

Compensation for lost or damaged employee personal property shall be governed by Fresno County Administrative Officer's Management Directive, Subject 1060.

PART-TIME EMPLOYEE BENEFITS

Incumbents of part-time permanently allocated positions shall continue to receive all currently pro-rated benefits provided by the County. In addition, the County shall pay one-half (1/2) of the health insurance benefit contribution for each such part-time employee who regularly works fifty percent (50%) or more of the hours required of full-time employees. The County shall continue to pay the full health insurance contribution for employees who regularly work eighty percent (80%) or more of the hours required of full-time employees.

Health insurance coverage shall be optional for part-time employees who regularly work fifty percent (50%) or more of the hours required of full-time employees. When such employee options for health insurance coverage, such employee shall be required to pay one-half (1/2) the current employee premium rate. Eligible part-time employees may also enroll dependents on the same basis as full-time employees. Part-time employees who regularly work less than fifty percent (50%) of the hours required of full-time employees shall not be eligible for health insurance coverage.

TRAINING SESSIONS

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

EMPLOYEE BENEFITS (MOST FAVORED NATIONS CLAUSE)

The parties agree that employees covered by this MOU shall have made available to them within thirty (30) days the same holidays, vacation, sick leave, life insurance, Bereavement Leave, unemployment insurance, and disability insurance benefits as are generally provided to all other bargaining units.

HEPATITIS VACCINATION

The County and the Association recognizes that employees assigned to the classifications of Deputy Sheriff I - Bailiff, Deputy Sheriff II-IV; Identification Technician I-IV; Criminologist; and Criminalist I-Specialist are subject to a greater occupational risk of exposure to Hepatitis - B than other employees represented by Bargaining Unit 1.

To minimize the contraction of hepatitis, all personnel assigned to the above-mentioned classifications shall be screened to determine if the hepatitis vaccination will be of medical benefit to the employee. Newly hired employees entering these classifications must complete the screening and vaccination processes within ninety (90) days following date of hire. 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.

REFERENCE MATERIALS

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

Annually, each October during the term of this MOU, the Association will inform the Sheriff's Captain over patrol of the edition style (paperbound or hardbound) to be purchased by division. The Sheriff will determine the edition manufacturer.

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

TASK FORCE PARTICIPATION

The County agrees to relieve the Association from all County/Employee Group Task Force participation.

MENTAL HEALTH SERVICES

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

DEPUTY CORONER FUNCTIONS

Henceforth, deputies will not be required to perform Deputy Coroner services. Deputy Sheriffs shall have the right to refuse to perform Coroner duties except in emergency situations as determined by the Sheriff.

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 Section shall be construed to obligate the County in any way.
- C. This article is not intended to nor may it be construed to modify the provisions of the Charter relating to Civil Service or personnel administration. The Civil Service Commission shall continue to exercise authority delegated to it.
- D. This article is not intended to modify those rights which have been granted to employees in this MOU following procedures specified in Government Code Sections 3500 et seq.
- E. In the exercise of its rights, the County shall not require an employee to perform an act or acts contrary to licensing law.

- F. This article is not intended to restrict consultation with the Association at the request of the latter regarding matters within the right of the County to determine.
- G. Nothing in this section shall abridge any rights guaranteed employees pursuant to the Peace Officers' Procedural Bill of Rights Act (Government Code Section 3300 et seq).
- H. The rights, powers, and authorities of the County include, but are not limited to, the sole and exclusive right to:
1. determine the mission of its constituent departments, commissions, boards, and committees;
 2. set standards of services and evaluate the County's effectiveness in delivery of these services;
 3. determine the procedures and standards for employee selection, promotion, demotion, transfer, reassignment, and/or layoff;
 4. select, train, direct, assign, demote, promote, layoff, dismiss its employees;
 5. communicate fully and openly with its employees on any subject at any time orally, in writing, both at work or through the U.S. mail;
 6. take disciplinary actions;
 7. relieve its employees from duty or reassign employees because of lack of work or for other reasons the County considers legitimate;
 8. evaluate and maintain the efficiency of County operations;
 9. determine and change the method, means, personnel, and standards by which County operations are to be conducted;
 10. determine the content of job classifications;
 11. take all necessary actions to carry out its mission in emergencies as specified in County Ordinance Code Chapter 2.44, including the suspension of portions or all of this MOU for the period of emergency as determined by the County;
 12. exercise complete control and discretion over its organization and the technology to perform its work;
 13. make rules and regulations pertaining to employees consistent with this MOU;
 14. make all financial and budgetary decisions;
 15. establish, allocate, schedule, assign, modify, change, and discontinue workshifts and working hours and work weeks;
 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.

ACCIDENTAL DEATH OR DISMEMBERMENT BENEFIT-BOMB TECHNICIAN

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

This benefit will be administered through the County's Risk Management Division. Risk Management will be responsible for promulgating the details implementing this provision within sixty (60) days upon approval of this MOU.

CONTINUITY OF OPERATIONS

Continuous and uninterrupted service to the citizens of the County and orderly employee/employer relations between the County and its employees are essential considerations of this MOU. Therefore, the Association agrees on behalf of itself and those County employees which it represents, both individually and collectively, there shall not be any strikes, picketing, boycotting, work stoppages, sitdowns, sickouts, speed-ups, or slow-downs during the life of this MOU.

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.

FAIR LABOR STANDARDS ACT

Provisions of this MOU have been drafted to bring the parties' agreement regarding overtime into compliance with the FLSA. If, during the course of this MOU, legislation or a court decision makes the provisions of the FLSA no longer applicable to the County, the parties hereby agree that the provisions of these Articles shall terminate and no longer be applicable to the parties and that the provisions regarding overtime as set forth in the parties' previous MOU, approved by the Board of Supervisors on March 19, 1985, shall become applicable on the same date the above-referenced legislation or court decision becomes effective, and shall remain applicable throughout the duration of this MOU.

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

- I. Employees to Whom Applicable - This procedure is applicable to employees in the following classifications:
 - A. Deputy Sheriff II/III/IV
 - B. Criminologist

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

5. The arbitrator shall issue findings and a decision within ten (10) calendar days of the hearing, unless all parties agree to a later date. The decision of the arbitrator is advisory to the Sheriff who shall make the final decision. The decision of the arbitrator may, if the arbitrator deems it appropriate, incorporate a recommendation for relief or appropriate corrective action.

DIRECT DEPOSIT OF PAYROLL CHECKS

All paychecks of employees shall be directly deposited by the Auditor-Controller/Treasurer-Tax Collector in a financial institution of the employee's choice which accepts direct deposits and does not charge the County any fees for such service.

In the event an employee declines or fails to designate a financial institution to receive deposit of their paycheck, such employee's paycheck shall be deposited in an account established for their use at the Fresno County Federal Credit Union, and such deposit procedure shall continue unless and until another financial institution has been designated by the employee on the appropriate form and forwarded to the Personnel Services Department.

In the event that the financial institution designated by the employee to receive their paycheck commences to charge a fee to the County of Fresno for such deposit service, the County shall notify the employee of the effective date of such proposed fee, when such information is available to the County, and the employee shall decide to either: 1) continue the designation of that institution and pay the fee required by the financial institution; or 2) designate another institution which does not charge such fees to receive the employee's paycheck; or 3) make no designation and have the paycheck processed in accordance with the provisions above.

Employees electing options 1 or 2 shall complete the appropriate designation form and forward it to the Personnel Services Department one (1) week in advance of the effective date of such fees.

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, subsection, sentence, clause, or phrase of this MOU shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses and phrases of this MOU, but they shall remain in effect, it being the intent of the parties that this MOU shall stand notwithstanding the invalidity of any part. Should any portion of this MOU be found invalid or unconstitutional the parties will meet and confer to arrive at a mutually satisfactory replacement for the portion found to be invalid or unconstitutional.

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

Except in the case of an emergency, where the exercise of management rights has a serious impact on a significantly substantial number of employees in the bargaining unit, the County and the Association shall meet and confer in good faith regarding the serious impact of the exercise of management rights on bargaining unit employees. By agreeing to meet and confer regarding the serious impact of the exercise of management rights on bargaining unit employees, management shall not be deemed to have relinquished its right to make a final decision to exercise its management rights.

MOU REOPENER

Life/AD&D Insurance

The parties agree to meet and confer over life/accidental death or dismemberment insurance benefits within ninety (90) days of Board of Supervisors approval of this MOU. Until such time as any agreement is reached as a result of meeting and conferring, the provisions contained in this MOU regarding life insurance and accidental death or dismemberment insurance benefits shall continue in full force and effect.

Deputy Coroner MOU Provisions

In recognition that the Deputy Coroner classification series was recently added to Unit 1, the parties agree that employees in the Deputy Coroner classification series shall receive the same salary adjustments approved for employees covered by this MOU and shall be covered by the Association's health benefit plan and disability insurance effective December 9, 2002.

The parties further agree to meet and confer during the term of the MOU, when requested by the Association or the County, regarding provisions contained in this MOU that may be applicable to the Deputy Coroner classifications series. Consequently, the current terms and conditions of employment for the Deputy Coroner classification shall continue in effect, until otherwise agreed to by the parties, with the exception of salary, health benefits and disability insurance as provided in the preceding paragraphs.

Public Safety Officers Procedural Bill of Rights Appeal Procedure - Sheriff's Department

The parties agree, at the request of the Association, to meet and confer during the term of this MOU over the Public Safety Officers Procedural Bill of Rights Appeal Procedure.

TERM OF MOU AND RENEGOTIATION

This MOU shall be in effect from the date approved by the Board of Supervisors through October 9, 2005. In the event either party hereto desires to meet and confer on provisions of a successor MOU, such party shall serve upon the other by August 30, 2005, its written request to meet and confer as well as its written proposals for such successor MOU. Negotiations on the proposed changes or amendments shall begin as soon as possible following receipt of the notice.

COUNTY OF FRESNO

FRESNO DEPUTY SHERIFF'S ASSOCIATION

DATE

DATE

ADDENDUM NO. 1
 TO MEMORANDUM OF UNDERSTANDING FOR
 FRESNO DEPUTY SHERIFF'S ASSOCIATION - UNIT 1
 (MOU Term: October 14, 2002 -- October 9, 2005)

SALARIES

RECOMMENDED SALARY RANGES AND EFFECTIVE DATES

<u>Title</u>	<u>Current Range</u>	<u>Eff. 12/9/02</u>	<u>Eff. 12/8/03</u>	<u>Eff. 7/5/04</u>
Communications Dispatcher I	1062	1147	1170	1193
Communications Dispatcher II	1145	1237	1262	1287
Communications Dispatcher III	1237	1336	1363	1390
Communications Dispatcher Specialist	1331	1437	1466	1495
Community Service Officer	930	1004	1024	1044
Criminalist I	1516	1637	1670	1703
Criminalist II	2026	2188	2232	2277
Criminalist Specialist	2179	2353	2400	2448
Criminologist	1982	2141	2184	2228
Deputy Coroner I	1281	1384	1412	1440
Deputy Coroner II	1409	1522	1552	1583
Deputy Sheriff I - Bailiff	1287	1390	1418	1446
Deputy Sheriff I – Trainee	1287	1390	1418	1446
Deputy Sheriff II	1585	1712	1746	1781
Deputy Sheriff III	1728	1866	1903	1941
Deputy Sheriff IV	1875	2025	2066	2107
Identification Technician I	1018	1099	1121	1143
Identification Technician II	1144	1236	1261	1286
Identification Technician III	1323	1429	1458	1487
Identification Technician IV	1426	1540	1571	1602
Rangemaster	1563	1688	1722	1756
Sr Community Service Officer	1062	1147	1170	1193

ADDENDUM NO. 2
TO MEMORANDUM OF UNDERSTANDING FOR
FRESNO DEPUTY SHERIFF'S ASSOCIATION - UNIT 1
(MOU Term: October 14, 2002 -- October 9, 2005)

The following sets forth the entire Fresno County Employee Grievance Procedure. It is included in this attachment for employee information purposes.

FRESNO COUNTY EMPLOYEE GRIEVANCE PROCEDURE

PURPOSE

It is a mutual obligation on the part of administrative, supervisory and non-supervisory employees of the County of Fresno to provide efficient and continuous services to the public. Employee morale is an important factor in maintaining a high level of public service and the administration has a responsibility to provide an orderly and expeditious method for resolving problems which may arise from working relationships and conditions. This procedure is intended to provide an orderly method for processing grievances in the interest of obtaining a fair and equitable solution.

GRIEVANCE PROCEDURE

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

- Step 1: When an employee becomes aware that a problem exists, the employee shall discuss the matter informally with the lowest ranking immediate supervisor whose job classification is not included in the same certified representation Unit. This discussion shall be sought by the employee not later than fourteen (14) calendar days after the alleged problem occurred or was discovered. The provisions outlined in Steps 2 and 3 do not act to restrict the employee or the immediate supervisor from seeking advice and counsel when it appears that settlement can be reached informally.
- Step 2: If within seven (7) calendar days a mutually acceptable solution has not been reached during Step 1, and the employee wishes to pursue the grievance, the employee shall submit it in writing on the standard grievance form to the Department Head with a copy to the Personnel Services Manager, Labor Relations Division, no later than the end of the seventh (7th) calendar day. The Department Head will give notice and hear the grievance and render a written decision within seven (7) calendar days of receipt of the formal grievance from the employee.
- Step 3: If the employee is dissatisfied with the decision of the Department Head, the employee may, within five (5) calendar days of receipt of that decision, request that the grievance be presented to a grievance committee for review. Such request shall be submitted to the Personnel Services Manager, Labor Relations Division,. At this time, if the Personnel Services Manager is unable to resolve the grievance informally within five (5) calendar days, steps shall be initiated to convene a grievance committee which shall meet to hear the matter at the earliest possible date. The committee shall state in writing its factual findings and reasons for its decision.

Notwithstanding the foregoing, if the grievance relates to the interpretation or application of a statute, ordinance or written policy of the Board of Supervisors, and the employee is dissatisfied with the decision of the Department Head, upon request of the employee within the time above-stated, the Department Head shall request the opinion of the County Counsel thereon, whose opinion shall be final.

If the decision of the grievance committee can be implemented by the Department Head without Board of Supervisors' action, the recommendation shall be implemented by the Department Head. If the decision of the grievance committee cannot be implemented by the Department Head but requires Board of Supervisors' action, the recommendation will be submitted for consideration by the Board of Supervisors at their next regularly scheduled public meeting. The action of the Board of Supervisors shall be final and binding.

If the decision of the grievance committee can be implemented by the Department Head and without Board of Supervisors' action, the County or the employee may seek relief in a court of law. A party desiring to reserve the right to appeal the grievance committee's decision in a court of law pursuant to these rules has the burden of preserving the record of the hearing. A party who plans to use a court reporter shall inform the other party within three (3) calendar days of the hearing to avoid duplication of costs. Appeal from decisions by the grievance committee shall be on the record of the grievance committee's hearing by administrative mandamus under California Code of Civil Procedure Section 1094.5, which appeal shall be filed within thirty (30) calendar days after the grievance committee's decision.

EXPLANATION OF RULES

1. Except where a remedy is otherwise provided for by County Charter, Civil Service Commission rules, or law, any employee shall have the right to present a grievance arising from his employment in accordance with the rules and regulations of this procedure.
2. All parties so involved must act in good faith and strive for objectivity, while endeavoring to reach a solution at the earliest possible step of the procedure. The aggrieved employee shall have the assurance that filing of a grievance will not result in reprisal of any nature.
3. The aggrieved employee shall have the right to be represented or accompanied by a person of the employee's choice if the complaint is not resolved at the informal level as provided for in Step 1 of the grievance procedure. This representation may commence when the grievance is presented in writing to the Department Head, as provided in Step 2 of the grievance procedure.
4. The processing of a grievance shall be considered as County business, and the employee and his representative shall have reasonable time and facilities allocated. The use of County time for this purpose shall not be excessive, nor shall this privilege be abused.
5. Certain time limits in the grievance procedure are designed to quickly settle a grievance. It is realized, however, that on occasions, the parties concerned may be unable to comply with the established limitations. In such instances, the limitations may be extended upon the mutual agreement of all parties concerned.

6. Failure of the aggrieved employee to file an appeal within the prescribed time limit without good cause for any step of the procedure shall constitute abandonment of the grievance. County management personnel involved shall abide by prescribed time limits. Failure to do so without good cause shall be considered an automatic ruling in favor of the grievant in any instance where the Department Head would have had the authority to grant such settlement, as bestowed by County Charter, Ordinance, Board of Supervisors' Resolution, or other legal documents. No such ruling shall be considered precedent-setting.
7. Any person responsible for conducting any conference, meeting, or hearing under the formal grievance procedure shall give due and timely notice to all persons concerned.
8. Standard grievance forms will be made available through the individual departments, the Personnel Services Department of the County Administrative Office, and each employee organization.
9. When two or more employees experience a common grievance, they may initiate a single grievance proceeding. The initial hearing of the grievance shall be by the Department Head. If the employees work in separate departments, the grievance shall be referred immediately for grievance committee decision.

DEFINITIONS

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

Day/Calendar Day - A calendar day. The time period for grievance purposes begins on the first day following the day the grievance is filed or submitted to the next step.

When the time period for a given step in the grievance procedure ends on either a weekend or a holiday, it shall be automatically extended to the next regular County workday.

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

Employee - An individual occupying a position permanently allocated by the Board of Supervisors as a part of the regular staffing of the department.

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

1. The grievant shall select one member who shall serve voluntarily without compensation, unless that member is a County employee. In that case, the employee shall receive normal compensation when serving during regular working hours. No overtime shall be paid when part or all of the process occurs outside regular working hours. This member shall not be a party of interest to the grievance.
2. The County Administrative Officer or his/her representative, who shall not be an employee of the same department as the grievant.
3. A representative selected by the above-mentioned members from a panel of five candidates submitted by the California Department of Industrial Relations Conciliation Service. Said member so selected shall serve as Chairperson, and shall be compensated at a rate of \$1,500 per grievance hearing. This cost shall be borne equally by both parties.

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

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

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

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

NOTE: If a grievance is alleged relating to a past practice as specified above, the grievant must first establish that practice has existed, and if sustained, any decision relating to the grievance shall only apply to the specific grievance and shall not be considered as a precedent.

ADDENDUM NO. 3
TO MEMORANDUM OF UNDERSTANDING FOR
FRESNO DEPUTY SHERIFF'S ASSOCIATION - UNIT 1
(MOU Term: October 14, 2002 -- October 9, 2005)

PUBLIC SAFETY OFFICERS PROCEDURAL BILL OF RIGHTS ACT

Sections 3300-3311, Chapter 9.7, Division 4, Title 1, of the Government Code. Added in 1976 and amended in 1977, 1978, 1979, 1980, 1982, 1983, 1989, 1990, 1994, 1998 and 2000.

3300. Short title

This chapter is known and may be cited as the Public Safety Officers Procedural Bill of Rights Act.

3301. Definition; legislative findings and declaration

For purposes of this chapter, the term public safety officer means all peace officers specified in Sections 830.1, 830.2, 830.3, 830.31, 830.32, 830.33, except subdivision (e), 830.34, 830.35, except subdivision (c), 830.36, 830.37, 830.38, 830.4, and 830.5 of the Penal Code.

The Legislature hereby finds and declares that the rights and protections provided to peace officers under this chapter constitute a matter of statewide concern. The Legislature further finds and declares that effective law enforcement depends upon the maintenance of stable employer-employee relations, between public safety employees and their employers. In order to assure that stable relations are continued throughout the state and to further assure that effective services are provided to all people of the state, it is necessary that this chapter be applicable to all public safety officers, as defined in this section, wherever situated within the State of California.

3302. Political activity; membership on school board

(a) Except as otherwise provided by law, or whenever on duty or in uniform, no public safety officer shall be prohibited from engaging, or be coerced or required to engage, in political activity.

(b) No public safety officer shall be prohibited from seeking election to, or serving as a member of, the governing board of a school district.

3303. Investigations and interrogations; conduct; conditions; representation; reassignment

When any public safety officer is under investigation and subjected to interrogation by his or her commanding officer, or any other member of the employing public safety department, that could lead to punitive action, the interrogation shall be conducted under the following conditions. For the purpose of this chapter, punitive action means any action that may lead to dismissal, demotion, suspension, reduction in salary, written reprimand, or transfer for purposes of punishment.

(a) The interrogation shall be conducted at a reasonable hour, preferably at a time when the public safety officer is on duty, or during the normal waking hours for the public safety officer, unless the seriousness of the investigation requires otherwise. If the interrogation does occur during off-duty time of the public safety officer being interrogated, the public safety officer shall be compensated for any off-duty time in accordance with regular department procedures, and the public safety officer shall not be released from employment for any work missed.

(b) The public safety officer under investigation shall be informed prior to the interrogation of the rank, name and command of the officer in charge of the interrogation, the interrogating officers, and all other persons to be present during the interrogation. All questions directed to the public safety officer under interrogation shall be asked by and through no more than two interrogators at one time.

(c) The public safety officer under investigation shall be informed of the nature of the investigation prior to any interrogation.

(d) The interrogating session shall be for a reasonable period taking into consideration gravity and complexity of the issue being investigated. The person under interrogation shall be allowed to attend to his or her own personal physical necessities.

(e) The public safety officer under interrogation shall not be subjected to offensive language or threatened with punitive action, except that an officer refusing to respond to questions or submit to interrogations shall be informed that failure to answer questions directly related to the investigation or interrogation may result in punitive action. No promise of reward shall be made as an inducement to answering any question. The employer shall not cause the public safety officer under interrogation to be subjected to visits by the press or news media without his or her express consent nor shall his or her home address or photograph be given to the press or news media without his or her express consent.

(f) No statement made during interrogation by a public safety officer under duress, coercion, or threat of punitive action shall be admissible in any subsequent civil proceeding. This subdivision is subject to the following qualifications:

(1) This subdivision shall not limit the use of statements made by a public safety officer when the employing public safety department is seeking civil sanctions against any public safety officer, including disciplinary action brought under Section 19572.

(2) This subdivision shall not prevent the admissibility of statements made by the public safety officer under interrogation in any civil action, including administrative actions, brought by that public safety officer, or that officer's exclusive representative, arising out of a disciplinary action.

(3) This subdivision shall not prevent statements made by a public safety officer under interrogation from being used to impeach the testimony of that officer after an in camera review to determine whether the statements serve to impeach the testimony of the officer.

(4) This subdivision shall not otherwise prevent the admissibility of statements made by a public safety officer under interrogation if that officer subsequently is deceased.

(g) The complete interrogation of a public safety officer may be recorded. If a tape recording is made of the interrogation, the public safety officer shall have access to the tape if any further proceedings are contemplated or prior to any further interrogation at a subsequent time. The public safety officer shall be entitled to a transcribed copy of any notes made by a stenographer or to any reports or complaints made by investigators or other persons, except those which are deemed by the investigating agency to be confidential. No notes or reports that are deemed to be confidential may be entered in the officer's personnel file. The public safety officer being interrogated shall have the right to bring his or her own recording device and record any and all aspects of the interrogation.

(h) If prior to or during the interrogation of a public safety officer it is deemed that he or she may be charged with a criminal offense, he or she shall be immediately informed of his or her constitutional rights.

(i) Upon the filing of a formal written statement of charges, or whenever an interrogation focuses on matters that are likely to result in punitive action against any public safety officer, that officer, at his or her request, shall have the right to be represented by a representative of his or her choice who may be present at all times during the interrogation. The representative shall not be a person subject to the same investigation. The representative shall not be required to disclose, nor be subject to any punitive action for refusing to disclose, any information received from the officer under investigation for noncriminal matters.

This section shall not apply to any interrogation of a public safety officer in the normal course of duty, counseling, instruction, or informal verbal admonishment by, or other routine or unplanned contact with, a supervisor or any other public safety officer, nor shall this section apply to an investigation concerned solely and directly with alleged criminal activities.

(j) No public safety officer shall be loaned or temporarily reassigned to a location or duty assignment if a sworn member of his or her department would not normally be sent to that location or would not normally be given that duty assignment under similar circumstances.

3304. Lawful exercise of rights; insubordination; administrative appeal

(a) No public safety officer shall be subjected to punitive action, or denied promotion, or be threatened with any such treatment, because of the lawful exercise of the rights granted under this chapter, or the exercise of any rights under any existing administrative grievance procedure.

Nothing in this section shall preclude a head of an agency from ordering a public safety officer to cooperate with other agencies involved in criminal investigations. If an officer fails to comply with such an order, the agency may officially charge him/her with insubordination.

(b) No punitive action, nor denial of promotion on grounds other than merit, shall be undertaken by any public agency against any public safety officer who has successfully completed the probationary period that may be required by his or her employing agency without providing the public safety officer with an opportunity for administrative appeal.

(c) No chief of police may be removed by a public agency, or appointing authority, without providing the chief of police with written notice and the reason or reasons therefor and an opportunity for administrative appeal.

For purposes of this subdivision, the removal of a chief of police by a public agency or appointing authority, for the purpose of implementing the goals or policies, or both, of the public agency or appointing authority, for reasons including, but not limited to, incompatibility of management styles or as a result of a change in administration, shall be sufficient to constitute "reason or reasons."

Nothing in this subdivision shall be construed to create a property interest, where one does not exist by rule or law, in the job of Chief of Police.

(d) Except as provided in this subdivision and subdivision (g), no punitive action, nor denial of promotion on grounds other than merit, shall be undertaken for any act, omission, or other allegation of misconduct if the investigation of the allegation is not completed within one year of the public agency's discovery by a person authorized to initiate an investigation of the allegation of an act, omission, or other misconduct. This one-year limitation period shall apply only if the act, omission, or other misconduct occurred on or after January 1, 1998. In the event that the public agency determines that discipline may be taken, it shall complete its investigation and notify the public safety officer of its proposed disciplinary action within that year, except in any of the following circumstances:

(1) If the act, omission, or other allegation of misconduct is also the subject of a criminal investigation or criminal prosecution, the time during which the criminal investigation or criminal prosecution is pending shall toll the one-year time period.

(2) If the public safety officer waives the one-year time period in writing, the time period shall be tolled for the period of time specified in the written waiver.

(3) If the investigation is a multijurisdictional investigation that requires a reasonable extension for coordination of the involved agencies.

(4) If the investigation involves more than one employee and requires a reasonable extension.

(5) If the investigation involves an employee who is incapacitated or otherwise unavailable.

(6) If the investigation involves a matter in civil litigation where the public safety officer is named as a party defendant, the one-year time period shall be tolled while that civil action is pending.

(7) If the investigation involves a matter in criminal litigation where the complainant is a criminal defendant, the one-year time period shall be tolled during the period of that defendant's criminal investigation and prosecution.

(8) If the investigation involves an allegation of workers' compensation fraud on the part of the public safety officer.

(e) Where a predisciplinary response or grievance procedure is required or utilized, the time for this response or procedure shall not be governed or limited by this chapter.

(f) If, after investigation and any predisciplinary response or procedure, the public agency decides to impose discipline, the public agency shall notify the public safety officer in writing of its decision to impose discipline, including the date that the discipline will be imposed, within 30 days of its decision, except if the public safety officer is unavailable for discipline.

(g) Notwithstanding the one-year time period specified in subdivision (c), an investigation may be reopened against a public safety officer if both of the following circumstances exist:

(1) Significant new evidence has been discovered that is likely to affect the outcome of the investigation.

(2) One of the following conditions exist:

(A) The evidence could not reasonably have been discovered in the normal course of investigation without resorting to extraordinary measures by the agency.

(B) The evidence resulted from the public safety officer's predisciplinary response or procedure.

(h) For those members listed in subdivision (a) of Section 830.2 of the Penal Code, the 30-day time period provided for in subdivision (e) shall not commence with the service of a preliminary notice of adverse action, should the public agency elect to provide the public safety officer with such a notice.

3304.5. Administrative appeal rules

An administrative appeal instituted by a public safety officer under this chapter shall be conducted in conformance with rules and procedures adopted by the local public agency.

3305. Comments adverse to interest; entry in personnel file or in other record; opportunity to read and sign instrument; refusal to sign

No public safety officer shall have any comment adverse to his interest entered in his personnel file, or any other file used for any personnel purposes by his employer, without the public safety officer having first read and signed the instrument containing the adverse comment indicating he is aware of such comment, except that such entry may be made if after reading such instrument the public safety officer refuses to sign it. Should a public safety officer refuse to sign, that fact shall be noted on that document, and signed or initialed by such officer.

3306. Response to adverse comment entered in personnel file; time

A public safety officer shall have 30 days within which to file a written response to any adverse comment entered in his personnel file. Such written response shall be attached to, and shall accompany, the adverse comment.

3306.5. Inspection of personnel files; availability; correction of information; request

(a) Every employer shall, at reasonable times and at reasonable intervals, upon the request of a public safety officer, during usual business hours, with no loss of compensation to the officer, permit that officer to inspect personnel files that are used or have been used to determine that officer's qualifications for employment, promotion, additional compensation, or termination or other disciplinary action.

(b) Each employer shall keep each public safety officer's personnel file or a true and correct copy thereof, and shall make the file or copy thereof available within a reasonable period of time after a request therefor by the officer.

(c) If, after examination of the officer's personnel file, the officer believes that any portion of the material is mistakenly or unlawfully placed in the file, the officer may request, in writing, that the mistaken or unlawful portion be corrected or deleted. Any request made pursuant to this subdivision shall include a statement by the officer describing the corrections or deletions from the personnel file requested and the reasons supporting those corrections or deletions. A statement submitted pursuant to this subdivision shall become a part of the personnel file of the officer.

(d) Within 30 calendar days of receipt of a request made pursuant to subdivision (c), the employer shall either grant the officer's request or notify the officer of the decision to refuse to grant the request. If the employer refuses to grant the request, in whole or in part, the employer shall state in writing the reasons for refusing the request, and that written statement shall become a part of the personnel file of the officer.

3307. Polygraph examination; right to refuse; effect

No public safety officer shall be compelled to submit to a lie detector test against his or her will. No disciplinary action or other recrimination shall be taken against a public safety officer refusing to submit to a lie detector test, nor shall any comment be entered anywhere in the investigator's notes or anywhere else that the public safety officer refused to take, or did not take, a lie detector test, nor shall any testimony or evidence be admissible

at a subsequent hearing, trial, or proceeding, judicial or administrative, to the effect that the public safety officer refused to take, or was subjected to, a lie detector test.

3307.5. Photograph or identify; Internet use

(a) No public safety officer shall be required as a condition of employment by his or her employing public safety department or other public agency to consent to the use of his or her photograph or identity as a public safety officer on the Internet for any purpose if that officer reasonably believes that the disclosure may result in a threat, harassment, intimidation, or harm to that officer or his or her family.

(b) Based upon his or her reasonable belief that the disclosure of his or her photograph or identity as a public safety officer on the Internet as described in subdivision (a) may result in a threat, harassment, intimidation, or harm, the officer may notify the department or other public agency to cease and desist from that disclosure. After the notification to cease and desist, the officer, a district attorney, or a United States Attorney may seek an injunction prohibiting any official or unofficial use by the department or other public agency on the Internet of his or her photograph or identity as a public safety officer. The court may impose a civil penalty in an amount not to exceed five hundred dollars (\$500) per day commencing two working days after the date of receipt of the notification to cease and desist.

3308. Financial disclosure; right to refuse; exceptions

No public safety officer shall be required or requested for purposes of job assignment or other personnel action to disclose any item of his property, income, assets, source of income, debts or personal or domestic expenditures (including those of any member of his family or household) unless such information is obtained or required under state law or proper legal procedure, tends to indicate a conflict of interest with respect to the performance of his official duties, or is necessary for the employing agency to ascertain the desirability of assigning the public safety officer to a specialized unit in which there is a strong possibility that bribes or other improper inducements may be offered.

3309. Search of locker or storage space; consent; search warrant

No public safety officer shall have his locker, or other space for storage that may be assigned to him searched except in his presence, or with his consent, or unless a valid search warrant has been obtained or where he has been notified that a search will be conducted. This section shall apply only to lockers or other space for storage that are owned or leased by the employing agency.

3309.5. Local public safety officers; applicability of chapter; jurisdiction; remedies

(a) It shall be unlawful for any public safety department to deny or refuse to any public safety officer the rights and protections guaranteed to them by this chapter.

(b) The superior court shall have initial jurisdiction over any proceeding brought by any public safety officer against any public safety department for alleged violations of this chapter.

(c) In any case where the superior court finds that a public safety department has violated any of the provisions of this chapter, the court shall render appropriate injunctive or other extraordinary relief to remedy the violation and to prevent future violations of a like or similar nature, including, but not limited to, the granting of a temporary restraining order, preliminary, or permanent injunction prohibiting the public safety department from taking any punitive action against the public safety officer.

3310. Procedures of public agency providing same rights or protections; application of chapter

Any public agency which has adopted, through action of its governing body or its official designee, any procedure which at a minimum provides to peace officers the same rights or protections as provided pursuant to this chapter shall not be subject to this chapter with regard to such a procedure.

3311. Mutual aid agreements; effect of chapter upon

Nothing in this chapter shall in any way be construed to limit the use of any public safety agency or any public safety officer in the fulfilling of mutual aid agreements with other jurisdictions or agencies, nor shall this chapter be construed in any way to limit any jurisdictional or interagency cooperation under any circumstances where such activity is deemed necessary or desirable by the jurisdictions or the agencies involved.

ADDENDUM NO. 4

TO MEMORANDUM OF UNDERSTANDING FOR
FRESNO DEPUTY SHERIFF'S ASSOCIATION - UNIT 1
(MOU Term: October 14, 2002 -- October 9, 2005)

EXTENSION OF PAID MILITARY LEAVE

The parties acknowledge that the Fresno County Board of Supervisors desires to adopt, through Resolution, provisions that would grant additional military benefits to bargaining unit members pursuant to California Military and Veterans Code Section 395.03.

The parties agree to the following:

1. Bargaining unit members shall have the same options available to them as were granted to management and unrepresented employees under the Board's Resolution adopted on October 16, 2001.
2. Bargaining unit members, for military leave purposes, may receive voluntary Annual Leave or Vacation Leave donations from County employees on a pay period by pay period basis, based on employee need. This provision is temporary in nature and made under the following conditions:
 - A) Bargaining unit members must be permanent County employees called to active duty from the California National Guard or United States Military Reserve in support of Operation Enduring Freedom.
 - B) The employee must have exhausted or is about to exhaust all of his/her Annual Leave or Vacation Leave.
3. This Addendum sunsets on April 14, 2002, unless extended by the County of Fresno.

ADDENDUM NO. 5
TO MEMORANDUM OF UNDERSTANDING FOR
FRESNO DEPUTY SHERIFF'S ASSOCIATION - UNIT 1
(MOU Term: October 14, 2002 -- October 9, 2005)

PUBLIC SERVICE RETIREMENT CREDIT

The parties acknowledge that the Fresno County Board of Supervisors desires to adopt, through Resolution, provisions of the County Employees Retirement Law of 1937 (1937 Act) effective April 1, 2001, allowing employees who are members of the retirement system to purchase prior public service for retirement credit purposes. Consequently, the Fresno Deputy Sheriff's Association agrees to the following terms and conditions which will be incorporated into the Board's Resolution:

1. Those employees who are members of the Fresno County Retirement System as of April 1, 2001, will have until June 30, 2001, to request the purchase of prior public service credit; requests received after June 30, 2001, for this group of employees, will not be processed.
2. Those employees who become members of the Fresno County Retirement System after April 1, 2001, will have a three-month period after they become members to request the purchase of prior public service credit; requests received after the three-month period will not be processed.
3. Employees may purchase up to a maximum of four (4) years of qualifying public service credit.
4. Employees' contributions associated with the purchase of public service credit shall be made by lump sum payment or by installment payments, consistent with Section 31641.2, (a) and (b).
5. Consistent with Section 31641.95, the Board of Supervisors may at anytime discontinue this option through Resolution.

ADDENDUM NO. 6
TO MEMORANDUM OF UNDERSTANDING FOR
FRESNO DEPUTY SHERIFF'S ASSOCIATION – UNIT 1
(MOU Term: October 14, 2002 -- October 9, 2005)

COURT SERVICES STAFFING

Deputy Sheriff and Community Service Officer Classification Series

The parties have met and conferred on the impact regarding the expanded use of the Deputy Sheriff II classification within Court Services and the utilization of the Community Service Officer classification within Court Services. This MOU addendum becomes effective on the date approved by the Board of Supervisors. Having met and conferred the parties agree to the following:

Deputy Sheriffs

1. The use of the Deputy Sheriff II classification will be expanded in Court Services at the earliest possible date as funding permits, as determined by the Sheriff.
2. Deputy Sheriff II incumbents may be assigned to Court Services, patrol, the jail or any other unit as determined by the Sheriff.
3. During FY 2001/2002, if funding permits as determined by the Sheriff, Deputy Sheriff I - Bailiff incumbents may submit an application, after notice is posted by the Sheriff's Department, to promote through a departmental promotional process (see attached promotional process) to the Deputy Sheriff II classification. During FY 2001/2002 and subsequent fiscal years, the number of Deputy Sheriff I - Bailiffs that are eligible to promote to Deputy Sheriff II will depend on the available funding, as determined by the Sheriff.
4. Any Deputy Sheriff I - Bailiff who is promoted to Deputy Sheriff II shall be required to serve a new one year probationary period. Any incumbent rejected during probation shall have the right to return to the I level if they had attained permanent status at that level. If permanent status was not attained at the I level, the incumbent would be terminated from County service.
5. Effective with the changes to the Fresno County Salary Resolution, Table of Positions, the Deputy Sheriff II will be the primary level at which future vacancies in the Deputy Sheriff classification series will be filled, as determined by the Sheriff.
6. The Deputy Sheriff I - Bailiff classification will be retained until all current incumbents either promote or separate from County service.
7. It is the desire of the Sheriff that Deputy Sheriff I - Bailiff incumbents promote to the Deputy Sheriff II classification and pass the required promotional process and subsequent Field Training Program (FTP). Unless waived by the Sheriff, those employees who do not successfully complete the FTP shall demote to Deputy Sheriff - I Bailiff.
8. The classification specifications for the Deputy Sheriff I - Bailiff and Deputy Sheriff II/III will be revised accordingly to incorporate the organizational changes.
9. This addendum supercedes the Deputy Sheriff I - Bailiff section of the Career Development Plan Implementation Article and makes this section null and void.
10. Decisions made by the Sheriff relative to the status of funding and number of promotions or decisions to promote to Deputy Sheriff II in any given fiscal year are not appealable or grievable.

Community Service Officers

1. The Community Service Officer classification will be used in the Court Services Unit to assist Deputy Sheriffs in maintaining public security in the Superior Court and performing general administrative support functions, effective on the date the Salary Resolution, Table of Position changes are approved by the Board of Supervisors.
2. The specifications for the Community Service Officer classification series will be revised accordingly to incorporate the organizational changes.

Deputy Sheriff I – Bailiff Promotion to Deputy Sheriff II
Application Procedure

1. Deputy Sheriff I - Bailiffs who meet the minimum qualifications for Deputy Sheriff II may apply for promotion to Deputy Sheriff II by obtaining, from the Sheriff's Personnel Office, the form entitled "Deputy Sheriff II Statement of Qualifications".
 - a. Submit the completed document to the supervising sergeant for evaluation as to readiness for promotion.
2. The sergeant will return the application to the lieutenant within three (3) working days with the recommendation.
 - a. If the sergeant believes the applicant is qualified and his/her performance is acceptable, they will so indicate and forward the form to the appropriate lieutenant.
 - b. If the sergeant believes the applicant is not qualified or has performance deficiencies, they will so indicate in writing and forward the form to the lieutenant in the chain of command.
3. The lieutenant, upon receipt of the form, will review and carefully consider the total evaluation and,
 - a. Indicate concurrence with the sergeant's recommendation, or indicate that they do not concur and prepare a separate narrative form of explanation.
 - b. The lieutenant may overrule the sergeant in either direction, that is, they may recommend promotion when the sergeant feels it is not in order, or they may recommend against promotion when the sergeant is in favor of it. In either case, they must present a written explanation.
 - c. Forward the application to the Bureau Commander within three (3) working days.
4. The Bureau Commander will review the application and recommendations. The Bureau Commander and/or Sheriff will make the final decision and forward it to the Personnel section for appropriate processing.
5. Those Deputy Sheriff I – Bailiffs approved for promotion shall be ranked in seniority order (BA#) for purposes of processing. Seniority shall not determine the basis for promotion, but may be considered as part of the selection criteria. Seniority shall determine the order of processing once the employee has been approved for promotion.
6. Those Deputy Sheriff I – Bailiffs approved for promotion shall be required to serve a one-year probationary period. Any incumbent rejected during probation shall have the right to return to the Deputy Sheriff I – Bailiff level if they have attained permanent status at that level. If permanent status has not been granted, the incumbent shall be terminated from County service.
7. In the event of rejection upon application for promotion, the applicant shall be given the opportunity to request an appeal before the reviewing lieutenant to offer facts in mitigation in support of the applicant. The appeal shall be in written form and must be requested by the applicant within three (3) working days of notification of rejection. Upon review, the lieutenant will either sustain the rejection, or forward a new, revised recommendation/application to the Bureau Commander. In either event, the applicant shall not be precluded from re-applying for subsequent openings in the Deputy Sheriff II classification.

ADDENDUM NO. 7
TO MEMORANDUM OF UNDERSTANDING FOR
FRESNO DEPUTY SHERIFF'S ASSOCIATION - UNIT 1
(MOU Term: October 14, 2002 -- October 9, 2005)

ACCESS - FRESNO COUNTY PLAZA LOBBY

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

The parties further agree that the Fresno County Plaza Lobby shall be available, provided space can be made available, without interfering with County business and meetings are held outside affected employees' regularly scheduled working hours. The Association shall provide timely advance notice (24 hours) of such use. The Association also agrees to pay any documented additional costs of security, supervision, damage and cleanup, and shall comply with County regulations for assignment and use of the facility.

ADDENDUM NO. 8
TO MEMORANDUM OF UNDERSTANDING FOR
FRESNO DEPUTY SHERIFF'S ASSOCIATION - UNIT 1
(MOU Term: October 14, 2002 -- October 9, 2005)

JAIL STAFFING AND WORK SCHEDULE ISSUES

The parties have met and conferred over the impact of implementing several staffing and work schedule changes within the Jail of the Sheriff's Department. Having met and conferred, the parties agree to the following Memorandum of Understanding (MOU) Addendum:

Effective Date

This MOU Addendum will become effective upon approval by the Board of Supervisors.

Deputy Sheriff's Classification Series

1. Effective June 24, 2002, 40 Deputy Sheriffs' positions will be assigned to the Jail. Although it is not anticipated that additional Deputy Sheriff positions will be recommended, the Sheriff reserves all rights related to staffing. If additional positions are added at a later date, the Association will be notified of such recommendations.
2. Deputy Sheriff incumbents assigned to the Jail will perform all detention-related duties and responsibilities.
3. Deputy Sheriff incumbents will be supervised through the appropriate chain of command (e.g., Correctional Sergeants, Correctional Lieutenants). Incidents to be investigated by the Internal Affairs Unit, that involve staff assigned to the Jail while on or off duty, will be assigned to the appropriate investigator by the Internal Affairs Sergeant.
4. While no specific timeframe is established, it is anticipated that Deputy Sheriff incumbents assigned to the Jail will remain in this assignment approximately two years.
5. Deputy Sheriff II new hires may be initially assigned to the Detention Custody Bureau. Furthermore, such new hires may be granted status as a permanent employee based solely on experience gained while assigned to the Detention Custody Bureau.
6. Current Deputy Sheriff incumbents may be reassigned to the Jail at the discretion of the Sheriff, or may request a reassignment pursuant to current departmental procedures. The Sheriff reserves all rights associated with the deployment of staff to meet the operational needs of the department.
7. Time spent assigned to the Jail shall be counted toward seniority for purposes of Deputy Sheriff shift selection and vacation time off throughout the department. In regards to both shift selection and vacation scheduling in the Jail, department management will identify the number of slots available, and Deputy Sheriffs will "bid" for those slots based on current departmental procedures as utilized in the Jail (seniority will be blended with Correctional Officers).

12-Hour Flexible Work Schedules – Jail Only

1. A 12-hour work schedule may be established effective in FY 2002/03 by the Sheriff, for all Unit 1 classifications 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 shall be credited with a maximum of 12 hours Holiday time for holidays worked or taken (including holidays falling on a regular day off).

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.

Establishment of the Deputy Sheriff I - Trainee Classification

1. The parties agree that on June 4, 2002, it will be recommended to the Board of Supervisors that a provisional Deputy Sheriff I - Trainee classification be established at the same salary range as Deputy Sheriff I - Bailiff and included within Unit 1.
2. Unit 1 employees that desire to promote/demote to Deputy Sheriff positions shall, in addition to meeting the established minimum qualifications, except P.O.S.T., participate in a departmental selection process for Deputy Sheriff - I Trainee. Those individuals selected by the Sheriff shall be allowed to attend the peace officer academy (Basic P.O.S.T.) certificate) at the expense to the County (i.e., County-paid salary, tuition and materials cost).
3. Any employee so selected, would either promote or demote into the provisional Deputy Sheriff I-Trainee classification. Those employees demoting shall do so without any loss in current base compensation (their salary would be y-rated until they are promoted to a level in the Deputy Sheriff classification series where there is a step that exceeds their y-rated salary).
4. Any employee who demotes to Deputy Sheriff I - Trainee from a position in which he/she had permanent status and is rejected during the provisional appointment to Deputy Sheriff I - Trainee, shall have the right to return to that position. Employees who promote shall have the same rights, pursuant to Personnel Rule 5023.
5. During successor MOU negotiations, the parties will continue to meet and confer regarding the impact of the establishment of the trainee classification.

ADDENDUM NO. 9
TO MEMORANDUM OF UNDERSTANDING FOR
FRESNO DEPUTY SHERIFF'S ASSOCIATION - UNIT 1
(MOU Term: October 14, 2002 -- October 9, 2005)

ASSOCIATION BUSINESS - FDSA

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

Effective the first pay period in November 2002, the County will deduct from the annual or vacation leave balances of each Unit 1 employee sufficient hours and/or fractions thereof (not to exceed three hours per employee and rounded to the nearest tenth of an hour only), that will equal in the aggregate a 1,500 hour bank. Because the number of employees in Unit 1 fluctuates, the parties recognize that the total bank of hours may range between 1,450 and 1,550 depending upon the number of employees as of the first pay period in November.

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

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

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

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

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