

**MEMORANDUM
OF
UNDERSTANDING**

BETWEEN

FRESNO COUNTY
DISTRICT ATTORNEY
INVESTIGATORS ASSOCIATION

UNIT 10

AND

THE COUNTY OF FRESNO

NOVEMBER 8, 2004 – NOVEMBER 18, 2007

UNIT 10

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ADDENDA/ATTACHMENTS

ADDENDUM NO. 2 - PUBLIC SAFETY OFFICERS PROCEDURAL BILL OF RIGHTS ACT
ATTACHMENT - ACCESS FRESNO COUNTY PLAZA LOBBY (MAP)
ADDENDUM - EXTENSION OF PAID MILITARY LEAVE
ADDENDUM – HEALTH BENEFIT AGREEMENT (12/8/03 – 12/19/04)
ADDENDUM – HEALTH BENEFIT AGREEMENT - 2005

ARTICLE 1 -- INTRODUCTION/PURPOSE

1.1 We the undersigned, duly appointed representative of the County of Fresno, hereinafter referred to as "County" and Fresno County District Attorney Investigators Association, Unit 10, hereinafter referred to as "Association" having met and conferred in good faith, do hereby jointly prepare and execute the following written Memorandum of Understanding (MOU) for representation Unit 10. It is the purpose of the MOU to promote and provide for harmonious relations, cooperation, and understanding between management and the employees covered herein; to provide an orderly and equitable means of resolving any misunderstanding or differences which may arise under this MOU.

ARTICLE 2 -- SALARIES

		<u>SALARY RANGES</u>			
2.1	<u>TITLE</u>	<u>Current</u>	<u>12/20/04</u>	<u>12/19/05</u>	<u>12/18/06</u>
	District Attorney Investigator I	1642	1683	1725	1785
	District Attorney Investigator II	1948	1997	2047	2119
	Senior District Attorney Investigator	2311	2369	2428	2513

ARTICLE 3 -- RECOGNITION

3.1 Pursuant to the provisions of the Fresno County Employee Relations' Ordinance, the certification of the Fresno County Civil Service Commission, and appropriate State law, the County hereby recognizes Fresno County District Attorney Investigators Association as the exclusive representative for the classifications that have been certified for inclusion by the Fresno County Civil Service Commission in Unit 10.

ARTICLE 4 -- NON-DISCRIMINATION POLICY

4.1 Consistent with federal and state law, it is agreed that neither the Association or the County shall unlawfully discriminate against any employee because of age, marital status, race, national origin, religion, sex, medical condition, mental or physical disability, lawful union membership or activity, or because of the lack of union membership or activity. (The list of unlawful discrimination factors is not meant to be all inclusive.)

ARTICLE 5 -- EMPLOYEE BENEFITS

5.1 The parties agree that employees covered by this MOU shall have made available to them the same holidays, vacation, sick leave, health insurance, mileage reimbursement, and bilingual skill pay as are provided to a majority of other County bargaining units, subject to meet and confer.

ARTICLE 6 -- REPRESENTATION RIGHTS

- 6.1 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 will have release time with prior department head approval for presentations to County Boards, committees, and commissions; will have release time as approved for meeting with management at the department and County-wide level; will submit a written request to the department head or designee at least twenty-four (24) hours prior to the scheduled meeting unless waived by mutual agreement. Reasonable time off will be approved if it does not interfere with the performance of County services as determined by the department head.

ARTICLE 7 -- BULLETIN BOARDS

- 7.1 The County shall provide space for and permit the installation of Association bulletin boards (or provide reasonable space on County bulletin boards) for official union notices at each central work location. Such bulletin boards shall be maintained in accordance with provisions of the County Employee Relations' Ordinance.
- 7.2 No such bulletin boards shall be located in areas frequented by the public doing business with the County as determined by the County.

ARTICLE 8 -- MEETING PLACE

- 8.1 County shall reasonably make available conference rooms and other meeting areas for the purpose of holding Association meetings during off-duty time periods. The Association shall provide timely advance notice of such meetings. The Association also agrees to pay any additional cost of security, supervision, damage, and cleanup and shall comply with County regulations for assignment and use of such facilities.

ARTICLE 9 -- OVERTIME PAY

- 9.1 All employees designated by the County Administrative Officer shall receive compensation in cash or compensatory time off as provided in Sections 9.2 - 9.6 below at the rate of one and one-half (1½) the employee's hourly rate of pay for overtime worked, as defined herein. In determining overtime, only productive time (actual time worked) shall be used. All time worked on Saturdays or Sundays involving the out-of-county recovery of children, the extradition of persons in custody, and the retrieval of witnesses shall be paid at the rate of time and one-half (1½) their current rate of pay regardless of the productive time provision of this article.
- 9.2 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**:

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

AND

9.2.2 Effective April 15, 1986, 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.

9.2.3 Consistent with other provisions of this MOU and the Fresno County Salary Resolution, overtime shall also include all authorized consecutive hours worked over eight (8) hours in a day and which extend into a new day. This provision shall include hours worked before or at the end of a normal work schedule. However, overtime paid in this setting shall not be included in any overtime/double-time computation for regularly assigned work hours on the new day.

9.3 All overtime shall be paid in cash unless the employee opts to receive compensatory time off. Overtime paid in cash shall be calculated at the rate of one and one-half (1½) the employee's base hourly rate of pay, unless the time worked meets the definition of overtime under provisions of the FLSA, effective April 15, 1986; 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.

9.4 If, in lieu of cash compensation, compensatory time off 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 District Attorney retains the right to pay all compensatory time off in cash to all employees covered by this provision immediately before the expiration of this MOU. Employees may elect to be paid in cash at anytime for accrued compensatory time off. Employees shall be paid in cash upon separation for any remaining balance. Accrued hours may be paid off annually in cash at a time selected by the department head at his/her discretion.

9.5 Compensatory time off 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.

9.6 Should an employee of this Unit be scheduled by management to work more than seven (7) consecutive work days, commencing on the eighth (8th) day, 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. Compensatory time off may be elected subject to the forty-hour (40) maximum.

This payment shall only apply when the employee has been scheduled by management and ordered to work more than seven (7) consecutive work days and does not apply when the work is as a result of the employee volunteering.

To clarify which employees are volunteers, each current employee shall be provided a form upon which to waive eighth (8th) day overtime eligibility. Employees may either complete the form, thereby indicating waiver, or discard it. Employees who return the form shall not be entitled to double-time pay for the eighth (8th) consecutive day worked nor days thereafter.

The above pay may not be applicable as determined by management in cases of a state of emergency as specified in Chapter 2.44 of the Fresno County Ordinance Code.

ARTICLE 10 -- STAND-BY PAY

- 10.1 When employees covered under this MOU are ordered by the District Attorney 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 hour minimum). When employees covered under this MOU are ordered by the District Attorney 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 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).

ARTICLE 11 -- CALL-BACK PAY

- 11.1 An employee shall be eligible for call-back pay when all of the following conditions are met:
- 11.1.1 The employee is unexpectedly ordered to return to work by his/her department head and does, in fact, return to work.
 - 11.1.2 The order to return is given to the employee following termination of his/her normal shift and his/her departure from his/her work location.
 - 11.1.3 Such return to work occurs within twenty-four (24) hours of when the order is given, but not less than two (2) hours prior to the established starting time of the employee's next regular shift.
- 11.2 Compensation for call-back shall be the greater of:
- 11.2.1 Minimum of two (2) hours overtime; or
 - 11.2.2 Time spent at the work location.

- 11.3 Under these circumstances, the employee shall be paid at the rate of time and one-half (1½) his/her base hourly rate of pay, unless the actual hours worked on a call-back exceed eighty-six (86) hours in a work period under FLSA provisions for employees specified in Section 9.2 of this MOU or over forty (40) hours in the FLSA work period for employees specified in Section 9.2. 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, effective beginning April 15, 1986.
- 11.4 Compensatory time off may be elected subject to the forty-hour (40) maximum.
- 11.5 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.

ARTICLE 12 -- COURT TIME/ADMINISTRATIVE HEARINGS - CALL-BACKS

- 12.1 Whenever an employee of the District Attorney's Office is required to appear in court as a witness or testify as to matters discovered in the course of his/her duties, or to appear at an administrative hearing to testify on behalf of County management, and such appearance is outside his/her scheduled work hours, the employee shall be paid at the rate of time and one-half (1½) his/her base hourly rate of pay, unless the actual hours worked on a call-back exceed eighty-six (86) hours in a work period under FLSA provisions for employees specified in Section 9.2 of this MOU. The employee shall be paid at the rate of time and one-half (1½) his/her regular rate of pay, as defined by FLSA, effective beginning April 15, 1986. Compensation of call-back shall be the greater of: A) minimum of four (4) hours; B) time spent at the work location.
- 12.2 Compensatory time off may be elected subject to the forty-hour (40) minimum.
- 12.3 Employees called back to duty under provisions of this article shall additionally be compensated at time and one-half (1½) their regular hourly rate for thirty (30) minutes travel time.
- 12.4 All other call-backs shall be compensated as in Article 11 of this MOU.

ARTICLE 13 -- 4850 TIME

- 13.1 When an employee who is governed by provisions of Labor Code 4850 sustains an injury or illness that is alleged to have arisen out of the course of his/her duties, and the injury or illness necessitates absence from duty, he/she shall have such time recorded as "4850 Time". The County's Workers' Compensation adjusters will then make an immediate determination as to whether the injury/illness is in fact job-related. In the event the County's Workers' Compensation adjuster informs the

County that the illness or injury may not have been job-connected, the employee will be taken off of the "4850" status and the employee's related time off will be adjusted retroactively to reflect Annual Leave/sick leave or compensatory time off use and so recorded prospectively until a final determination is made that the illness or injury was job-connected.

- 13.2 If the County's Workers' Compensation adjuster determines that the injury/illness is not job-connected, and the employee has insufficient leave balances, it shall be the obligation of the employee to reimburse the County for such time that he/she was on 4850 status.

ARTICLE 14 -- LIFE INSURANCE

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

ARTICLE 15 -- LONG TERM DISABILITY PLAN

- 15.1 The County agrees to make disability insurance under its existing plans available to this bargaining unit. This option may be exercised only once during the term of this MOU; during open enrollment only. Enrollment will be paid by the participant and will be subject to conditions of the County and those established by the insurance carrier.

ARTICLE 16 -- FLEX PLAN

- 16.1 In an effort to maximize the benefit of IRS Code Section – 125, Flexible Spending Plan, it is mutually agreed by both parties that effective with the 1991 Flex Plan year beginning December 10, 1991, each employee paying for health insurance benefits will automatically become a participant in the Plan. Such health insurance premiums will be excluded from gross income as provided under Section 105 and 106 of the Internal Revenue Service Code.
- 16.2 Prior to the beginning of the 1991 plan year and prior to the beginning of each succeeding plan year (designated annual open-enrollment period) each employee paying for health insurance benefits will receive an enrollment form. Those employees electing **not** to participate will be required to submit a completed form to Personnel no later than the designated deadline of the open-enrollment period; otherwise they will automatically be enrolled in the plan.
- 16.3 Each eligible new hire will automatically become a participant in the Plan on the date coinciding with the effective date of their insurance unless the employee has submitted to Employee Benefits, prior to the effective date, a completed declination form.

- 16.4 Each employee will remain a participant until the earlier of termination from employment, termination of the Plan, Qualified Status Change, or an election made by the employee prior to the beginning of a plan year not to participate in the Plan.
- 16.5 An election by an employee not to participate in the health insurance benefit option does not disqualify them from electing to participate in the remaining benefit options of the Flex Plan nor in electing to participate in subsequent plan years.
- 16.6 Employees participating in the health premium benefit option may not voluntarily elect during the plan year, to drop all or part of their coverage unless the termination of coverage is due to a qualified status change and such termination of coverage is consistent with the change.
- 16.7 The County agrees to continue to pay the enrollment and administration.

ARTICLE 17 -- ASSOCIATION SECURITY

- 17.1 Each new employee may or may not become an Association member at their option. A registry of signed forms shall be maintained in the Personnel Management Division for Association review.
- 17.2 Members may withdraw by 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 month of June of each year, when the MOU expires, or when their job classification is removed from the Unit.
- 17.3 County shall deduct, once each regular pay period, the amount of regular and periodic dues, fees, and insurance premiums 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.
- 17.4 Said deduction, together with a written statement of the names with amounts deducted, shall be forwarded promptly to the Association office.
- 17.5 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.
- 17.6 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 District Attorney and the Association, but by no means later than one (1) week after said employee(s) are sworn or commence employment.

ARTICLE 18 -- "OLD SICK LEAVE" USE

- 18.1 Sick leave with pay accrued prior to October 1975 and herein designated "Old Sick Leave" may be used for the illness of an employee's child or spouse in the immediate family in accordance with current law.

ARTICLE 19 -- ANNUAL LEAVE

- 19.1 The Annual Leave provisions contained in this MOU apply only to employees hired before December 14, 1998. Annual Leave provisions contained in this MOU or the Fresno County Salary Resolution/ Personnel Rules Manual do not apply to employees hired on or after December 14, 1998.

19.2 Annual Leave Accrual

19.2.1 Accrual Computation

Up through October 9, 1983, County officers and employees shall accrue Annual Leave credit at the rates set forth below for each pay period or major fraction thereof, computed on the basis of working hours of actual service, as defined in Section 410.3 of the Salary Resolution and shall be eligible to use same upon accrual.

For employees hired on or before October 9, 1983, a second Annual Leave balance will be established beginning October 10, 1983. County officers and employees shall accrue Annual Leave as set forth below for each pay period or major fraction thereof, computed on the basis of working hours of actual service, as defined in Section 410.3 of the Salary Resolution. This balance may be accrued without limit, however, only hours up to 1100 will be subject to cash pay off in accordance to pay off procedures as specified in paragraph 610.42 of the Salary Resolution.

19.2.2 Accrual Rates

The following are Annual Leave accrual rates based on pay periods of total County actual service. Rates are shown in hours per pay period and parenthetically the approximate number of days per payroll year. Employees with 0 through 39 pay periods, from 0 to 18 months, of such service shall accrue Annual Leave at the rate of 6.15 hours per pay period (20 days per payroll year). Other accrual rates for employees are: 40 through 78 pay periods, from 18 months to 3 years, 8 hours (26 days per year); 79 through 156 pay periods, from 3 to 6 years, 8.92 hours (29 days per year); 157 through 260 pay periods, from 6 to 10 years, 10.15 hours (33 days per year); 261 through 364 pay periods, from 10 to 15 years, 11.38 hours (37 days per year); 365 through 494 pay periods, from 15 to 19 years, 11.69 hours (38 days per year).

After completion of the 494th pay period and beginning with the 20th year, accrual shall be at the rate of an additional 4 hours of Annual Leave time per year for each additional 26 pay periods of continuous service (i.e., pay periods 495 through 520), 11.85 hours per pay period (382 days per year, etc.) rounded to the nearest 100th.

Effective July 3, 1981, employees with 40 through 78 pay periods, from 18 months to 3 years of service, shall accrue Annual Leave at the rate of 7.08 hours (23 days per year). This accrual rate shall only apply to any employee who is hired into a permanently allocated Fresno County position on or after July 3, 1981.

19.2.3 Accrual for Prior Service

Employees who reenter County service subsequent to layoff or military service shall be credited with continuous service time accumulated prior to separation for the limited purpose of determining the appropriate Annual Leave accrual rate.

No other prior service, such as may have preceded dismissal or resignation shall apply.

19.2.4 Accrual - Permanent Part-Time Employees

Employees engaged in permanent regular continuous part-time service, as specified in the Salary Resolution, upon a definite work schedule, shall earn Annual Leave time in direct proportion as such part-time service bears to regular full-time service and shall be required to use Annual Leave on a similar proportional basis.

19.3 Annual Leave Use

19.3.1 Use of Annual Leave Balances Established prior to October 10, 1983 ("Old Annual Leave")

All Annual Leave ("Old Annual Leave") balances as of October 9, 1983, are frozen at their then-current value and set aside.

19.3.1.1 Employees may, at their option, use hours from this balance at any time for either sick or vacation purposes.

19.3.1.2 Hours used from this balance are paid at the employee's then-current rate of pay. The hours are deducted from the balance and their current value is deducted from the established dollar value of the balance. Hours without dollar value may still be used for sick, vacation, or retirement credit purposes as provided herein.

19.4 Designating the Balance or Balances From Which to Use Accrued Hours

On or after October 10, 1983, employees may, at their option, use hours from the frozen balance of Old Annual Leave or from the second Annual Leave balance ("New Annual Leave") which will begin accruing on October 10, 1983. The employee must designate the balance or balances from which to subtract the hours.

19.5 Use of Annual Leave for Vacation Purposes

All Annual Leave for vacation purposes shall be taken at such time or times during the calendar year as may be approved by the department head.

Annual Leave usage for vacation purposes shall be so identified on the employee's time card.

19.6 Use of Annual Leave for Illness Purposes

19.6.1 Annual Leave used for illness purposes may be used in the following cases:

19.6.1.1 A bona fide illness or injury of an employee.

19.6.1.2 Medical, dental, mental, or eye-care consultations.

19.6.1.3 To attend to the illness of a child, parent, or spouse of the employee in accordance with current law.

19.6.2 Employee Certification

Department heads shall require that employees who use any Annual Leave time for sick purposes complete a Sick Leave Certification Form.

19.6.3 Payroll Report

Use of Annual Leave time for illness purposes shall be identified on the employee's time card as such, and categorized as to whether the usage resulted from an injury or illness contracted on the job, for California Occupational Safety and Health Act purposes, or not.

19.6.4 Doctor's Statements

The department head shall, in any instance where deemed warranted, require that an employee submit a statement from a California licensed physician setting forth the specifics which necessitate the employee's absence for illness or injury purposes and shall have the right to require examination by County-appointed medical personnel at no expense to the employee.

19.6.5 Use of Prior Sick Leave Balance

Employees who have accrued sick leave balances prior to the implementation of this section may use such balances in lieu of Annual Leave in accord with Article 18 - "Old Sick Leave" Use.

19.6.6 Department Head Responsibility

Department heads or their representatives have a responsibility to send employees home or for medical attention when there is evidence they are either too ill to work or present a hazard to themselves, co-workers or the public.

19.7 Minimum Leave Use Required Annually

19.7.1 It is the policy of the County that employees be permitted to take Annual Leave for vacation purposes to the maximum extent consistent with operational needs.

19.7.2 Each employee shall be required to take a minimum of 120 accrued regular working hours (15 regular workdays) Annual Leave for vacation, illness or other purposes during each payroll year.

19.7.3 Employees who have been on approved leave of absence from 0 to 4 full pay periods duration during the payroll year shall be required to use the requisite 120 hours of Annual Leave for vacation, illness or other purposes during the payroll year. Employees who have been on an approved leave of absence from 5 to 9 full pay periods duration during the payroll year shall be required to use a minimum of 80 hours of Annual Leave. Employees who have been on approved leave of absence from 10 to 12 full pay periods duration during the payroll year shall be required to use a minimum of 60 hours of Annual Leave. Employees who have been on an approved leave of absence longer than 12 full pay periods duration during the payroll year are not required to use Annual Leave hours. Nothing herein shall be construed as limiting Management's authority to not approve the use of Annual Leave, as specified in Section 610.33 of the Salary Resolution.

19.7.4 Usage requirements for permanent, part-time employees shall be as specified as in Article 19.2.4.

19.7.5 Use of sick leave as described in Article 18 - "Old Sick Leave" Use shall not be considered as use of Annual Leave required by the above paragraphs.

19.7.6 Except as noted in paragraph 3 above, when employees have completed 52 pay periods (two years) of County service and do not use the requisite 120 hours during the payroll year following completion of such service, they shall have that portion of the requisite 120 hours which is unused deducted from their Annual Leave balance effective on the first payday of the succeeding payroll year and each payroll year thereafter.

19.7.7 The above provisions may be recommended for waiver by the County Administrative Officer in those extreme, extraordinary instances where he/she determines the needs of the department and/or employee may be best served. Waivers will be reviewed by the Board of Supervisors before final approval.

19.8 Payment for Annual Leave

19.8.1 Payment Upon Separation of Remaining Old Annual Leave Balances

Any hours of Old Annual Leave remaining at termination or separation from County service are considered sick leave balances and may be used to extend credit for retirement purposes. At the employee's option, the remaining dollar value of the Old Annual Leave balances shall be paid in cash instead of using the remaining hours balance for retirement credit purposes.

19.8.2 Payment Upon Separation of Remaining New Annual Leave Balances

For employees hired on or before October 9, 1983, a second Annual Leave balance ("New Annual Leave") is established beginning October 10, 1983. This balance may be accrued without limit, however, only hours up to 1100 will be subject to cash pay off in accordance with pay off procedures set forth below. Hours in excess of 1100 may be accrued but shall be considered as sick leave balances at termination and may be used to extend credit for retirement purposes only.

To be eligible for a cash pay off of this balance, employees must have at least three continuous years of service from their date of hire as a regular employee. Up to the first 120 hours of the employee's New Annual Leave balance at termination shall be fully paid in cash at the employee's then-current base salary. New Annual Leave balances, if any, between 121-1100 hours shall be converted to a cash pay off equivalent to a percentage of the remaining balance, times the number of full years of actual service, times the employee's then-current base salary.

Such percentage shall be 5% for each year of actual service for the first ten years and 7½% for each remaining year, up to a maximum of 100%. Service will be calculated on a pro-rated basis to the nearest full pay period.

19.8.3 Layoff-Exception to Payment Upon Separation

Employees who are laid off or who enter non-temporary military service may defer Annual Leave payoff at the time of layoff in anticipation of being re-employed. Such deferral shall not extend for a period longer than two calendar years from date of layoff. Payment shall be at rate and under the conditions specified in Sections 610.41, 610.42, or 612.42 of the Salary Resolution.

19.8.4 Other Exceptions to Payment Upon Separation

Payoff on accrued Old Annual Leave shall not be made to employees who: 1) terminate or are terminated during their initial six months of employment in a permanently allocated position; or 2) employees who do not provide acceptable notice of resignation as defined in the Personnel Rules.

19.8.5 Lump Sum or Installment Payments

Any employee retiring from County service who is entitled under applicable sections of the Salary Resolution to a cash pay-off for unused, accrued Annual Leave hours, shall receive such payment in a lump sum. However, the retiree may opt to have the pay-off made in installments. The dollar amount, number of payments, and timing of such installments will be as mutually agreed upon by the retiree and the County Auditor-Controller/Treasurer-Tax Collector.

All lump sum payments shall be made at the rate and subject to the conditions specified in Sections 610.41, 610.42, or 612.42 of the Salary Resolution.

19.9 Workers' Compensation Cases

- 19.9.1 In the event employees are absent due to service-connected disability, they may, at their option, use their accumulated Annual Leave to such an extent as when added to any temporary disability indemnity receivable by them under the Workers' Compensation provisions of the Labor Code, will enable them to receive full salary until their accumulated Annual Leave is exhausted. In such event their accumulated Annual Leave will be charged only in proportion as the amount required to supplement compensation indemnity payments to enable the payment of full salary bears to their regular full salary. Employees electing to receive full salary as aforesaid shall, as a condition thereof, endorse to the County the temporary disability indemnity checks received by them, and the County will in turn issue to the employees warrants for their full salary with normal deductions for retirement, Social Security, taxes, and authorized deductions.

Unless an employee notifies the Auditor-Controller to the contrary sufficiently in advance of a payday as to enable the Auditor-Controller to make the necessary changes in payroll procedures, it will be presumed in all cases that the employee is electing to receive full salary as hereinabove provided.

- 19.9.2 In the event an employee does not elect to receive full salary in lieu of temporary disability indemnity payments and so notifies the Auditor-Controller or fails to endorse over to the County any indemnity checks received, the employee shall receive no part of the regular salary during the absence; and accumulated Annual Leave, if any, will not be charged.

19.10 Annual Leave Donations

- 19.10.1 Upon written request of an employee, the County Administrative Officer shall authorize the unconditional and irrevocable donation of all or any part of that employee's accumulated hours of Annual Leave to another employee. In order to qualify for Annual Leave donations, a recipient (donee) of donated annual leave hours must meet one of the qualifying situations listed below:
- 19.10.1.1 The donee must have suffered major personal physical/mental disability; or
 - 19.10.1.2 The donee requires time off work to attend a relative who is seriously ill. Relative shall mean the employee's husband, wife, parent, brother, sister, child, grandparent, or grandchild; or
 - 19.10.1.3 The donee requires time off work to recuperate from emotional stress caused by death of a defined relative.
- 19.10.2 In each of the above situations, the donee must have exhausted or is about to exhaust all of their Annual Leave or Sick Leave. In addition, a physician statement or other appropriate documentation may be required by the County Administrative Officer prior to approving and processing an Annual Leave Donation request.
- 19.10.3 Requests for Annual Leave Donation shall be processed in accordance with procedures specified by the County Administrative Officer and, when granted, the Annual Leave hours transferred shall be deducted from the donor's account and shall thereafter be treated the same as though it had been earned by the donee. The County Administrative Officer shall allocate Annual Leave hours to the donee's account on a pay period basis to cover the period of disability. The donee shall indicate whether payment is to be made in a lump sum or spread over a specified number of pay periods. Employees who are terminating County employment may not donate their remaining annual leave hours under any circumstances.

19.11 Use of Annual Leave For Training Purposes

Employees may voluntarily cash out each payroll year a maximum of eighty (80) accrued Annual Leave hours to use for attendance at work-related training sessions, seminars, conferences, workshops, books, periodicals, etc. In order to cash out Annual Leave, all the following conditions will apply:

- 19.11.1 Departmental funds are not available for the employee to use, in whole or in part, as determined by the department head.
- 19.11.2 Approval for attendance has been granted the employee by the department head or designee.
- 19.11.3 Sufficient advance notice of cash-out authorization has been given the Auditor-Controller, as determined by the Auditor-Controller.
- 19.11.4 Annual Leave hours will be paid to the employee on the earliest pay warrant practicable, and will be paid at the employee's biweekly salary at the time of cash-out, not including any applicable shift differential.
- 19.11.5 Annual Leave hours cashed out for training purposes will not count as part of the mandatory 120 hours of Annual Leave to be taken each payroll year.
- 19.11.6 Annual Leave hours cashed out may be used to finance expenses incurred in connection with a training session such as professional memberships, registration fees, materials, travel, lodging, and meal expenses. In addition, Annual Leave hours may be cashed out to purchase work-related books, periodicals, computer programs, computer equipment, and materials. Annual Leave cash-out requests for work-related items must be pre-approved by the department head.

19.12 Annual Leave II

19.12.1 The following applies to all employees hired on or after October 10, 1983.

19.12.2 Annual Leave II Accrual

Employees subject to this benefit plan shall accrue "Annual Leave II" hours at the rates and under the conditions specified in Section 610.2 of the Salary Resolution.

Annual Leave II may be accrued without limit; however, only hours up to 400 will be subject to cash payoff at termination or separation as explained in Section 612.42 of the Salary Resolution. Hours between 401 and 2,480 may be accrued and used for the purposes specified in Section 612.3 of the Salary Resolution or if the employee is vested in the retirement system, unused hours between 401 and 2,480 remaining at termination shall be considered as sick leave balances and may be used to extend credit for retirement purposes only. Hours accumulated in excess of 2,480 may be used only for purposes specified in Section 612.3 of the Salary Resolution.

19.12.3 Annual Leave II Use

Annual Leave II hours may be used for either vacation or sick leave purposes upon accrual, subject to the conditions specified in Sections 610.33, 610.34, and 610.35 of the Salary Resolution.

19.12.4 Payment for Annual Leave II

19.12.4.1 Payment for Use

Employees shall be paid at their then-current rate of pay for all Annual Leave II hours used during the term of their employment.

19.12.4.2 Payment Upon Separation for Unused Hours

To be eligible for a cash pay-off of Annual Leave II hours as specified above, employees must have at least three (3) continuous years of service from their date of hire as a regular employee. Up to the first 100 hours of the employee's Annual Leave II balance at termination shall be fully paid in cash at the employee's then-current base salary. Annual Leave II balances, if any, between 101-400 hours shall be converted to a cash pay off equivalent to a percentage of the remaining balance times the number of full years of actual service, times the employee's then-current base salary. Such percentage shall be 5% for each year of actual service for the first ten years and 7½% for each remaining year, up to a maximum of 100%. Service will be calculated on a pro-rated basis to the nearest full pay period.

ARTICLE 20 -- VACATION/SICK LEAVE

20.1 Vacation/Sick Leave Eligibility

The following vacation and sick leave provisions apply to all employees hired on or after December 14, 1998.

20.1.1 Vacation Accrual

20.1.1.1 Accrual Computation

County officers and employees shall accrue vacation hours at the rates set forth below for each pay period or major fraction thereof, computed on the basis of working hours of actual service, as defined in Salary Resolution Section 410.3.

20.1.1.2 Accrual Rates

The following are vacation accrual rates based on pay periods of total County actual service. Rates are shown in hours per pay period and the approximate number of days per payroll year:

<u>Pay Periods</u>	<u>Years of Service</u>	<u>Accrual Rate Per Pay Period</u>	<u>Approximate No. of Days Per Payroll Year</u>
0-78	0-3	3.08 hours	10
79-312	3-12	4.62 hours	15
313-520	12-20	6.15 hours	20
521+	20+	Additional 4 hours per year for each additional 26 pay periods of continuous service rounded to the nearest 100th. (e.g., an employee with 650 pay periods (25 years of service) accrues 6.92 hours per pay period; an additional 20 hours per year)	

20.1.1.3 Accrual Maximum

The maximum number of vacation hours that employees shall be allowed to accrue is 280. There shall be no accrual of vacation time beyond 280 hours.

20.1.1.4 Accrual for Prior Service

Employees who reenter County service subsequent to layoff shall be credited with continuous service time, as defined in Salary Resolution Section 410.2, accumulated prior to separation for the limited purpose of determining the appropriate vacation accrual rate.

Employees who reenter County service subsequent to military service shall be placed at the accrual rate treating them as if they had not been on military service.

No other prior service, such as may have preceded dismissal or resignation, shall apply.

20.1.1.5 Accrual - Permanent Part-Time Employees

Employees employed in permanent part-time service, as specified in Salary Resolution Section 1200, shall earn vacation hours on a prorated basis in direct proportion as such part-time service bears to regular full-time service (80 hours per pay period).

20.2 Vacation Usage

All vacation hours shall be taken at such time or times during the payroll year as may be approved by the department head. Vacation usage shall be so identified on the employee's time sheet.

Employees will only be permitted to use vacation hours beginning with the 14th pay period of employment.

20.2.1 Vacation Hours Usage Annually

It is the policy of the County that employees be permitted to use vacation hours to the maximum extent consistent with operational needs. Employees with three full years of service shall be permitted to use two weeks of Vacation Leave per year subject to the approval of the department head, provided the employee has sufficient vacation hours.

Permanent part-time employees shall be permitted to use Vacation Leave on a similar proportional basis, provided the employee has sufficient vacation hours.

Employees will be permitted to use vacation hours in place of Sick Leave hours when such hours are exhausted. Such use of vacation hours shall be recorded as Sick Leave.

20.3 Payment of Vacation Hours

20.3.1 Payment Upon Separation

Any remaining hours of accrued vacation time (up to 280 hour cap) will be paid in cash at the time of separation at the employee's then current base hourly rate.

20.3.2 Layoff - Exception to Payment Upon Separation

Employees who are laid off may defer vacation payoff in anticipation of being re-employed. Such deferral shall not extend for a period longer than two calendar years from date of separation.

20.3.3 Lump Sum Payment

Employees with any remaining hours of accrued vacation time shall receive such payment in a lump sum.

20.3.4 Additional Service Credit at Retirement - Exception to Payment Upon Separation

Vacation hours pay off for employees retiring and receiving additional service credit pursuant to resolution enacted by the Board of Supervisors invoking provisions of Government Code Section 31641.04 shall receive vacation pay off, if any, as specified in the Board's resolution.

20.4 Sick Leave

20.4.1 Accrual Computation

County officers and employees shall accrue Sick Leave hours at the rates set forth below for each pay period or major fraction thereof, computed on the basis of working hours of actual service, as defined in Section 410.3 of the Salary Resolution.

20.4.2 Accrual Rates

The following are Sick Leave accrual rates based on pay periods of total County actual service. Rates are shown in hours per pay period and the approximate number of days per payroll year:

<u>Pay Periods</u>	<u>Years of Service</u>	<u>Accrual Rate Per Pay Period</u>	<u>Approximate No. of Days Per Payroll Year</u>
0-78	0-3	2.46 hours	8
79+	3+	4.00 hours	13

Employees employed in permanent part-time service, as specified in Salary Resolution Section 1200, shall earn Sick Leave hours on a prorated basis in direct proportion as such part-time service bears to regular full-time service (80 hours per pay period).

There will be unlimited accrual of Sick Leave.

20.4.3 Sick Leave Usage

Sick Leave may be used as follows:

- a. A bona fide illness or injury of an employee or family member (including such illness or injury as established by law; i.e., FMLA and CFRA).
- b. 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).
- c. Medical, dental or eye care consultations of an employee or family member.
- d. Physical incapacity for the purpose of work caused or contributed to by pregnancy or the recovery therefrom.
- e. Consistent with Workers' Compensation, as defined in Salary Resolution Section 610.5, and disability plan integration where applicable.

Employee Certification

Department heads or their designees shall require that employees who use any Vacation or Sick Leave time for sick purposes complete a Sick Leave Certification Form.

Payroll Report

Use of Vacation or Sick Leave for illness purposes that resulted from an injury or illness contracted on the job shall be identified as such on the employee's time sheet for California Occupational Safety and Health Act purposes.

Doctor's Statements

Department heads or their designees shall, in any instance where deemed warranted, require that an employee submit a statement from a California-licensed physician setting forth the specifics which necessitate the employee's absence for illness or injury purposes and shall have the right to require examination by County-appointed medical personnel at no expense to the employee.

Department Head Responsibility

Department heads or their designees have a responsibility to send employees home or for medical attention when there is evidence they are either too ill to work or present a hazard to themselves, co-workers, or the public.

20.4.4 Pay Off

There shall be no cash value for accumulated Sick Leave hours. Unused Sick Leave may be used to extend credit for retirement purposes only.

20.5 Workers' Compensation - Integration

Refer to Fresno County Salary Resolution Section 610.5.

20.6 Vacation/Sick Leave Donations

Upon written request by an employee, the County Administrative Officer shall authorize the unconditional and irrevocable donation of all or any part of that employee's accumulated hours of Vacation or Sick Leave to another employee. In order to qualify for donations of Annual Leave/Vacation or Sick Leave, the recipient (donee) of donated hours must meet one of the qualifying situations listed below:

- a. The donee must have suffered major personal physical/mental disability (i.e., as established by FMLA or CFRA); or
- b. The donee requires time off work to attend a relative who is seriously ill. Relative shall mean the employee's husband, wife, parent, brother, sister, child, grandparent, or grandchild; or
- c. The donee requires time off work to recuperate from emotional stress caused by death of a defined relative.

In each of the above situations, the donee must have exhausted or is about to exhaust all of their Vacation and Sick Leave hours. In addition, a physician statement or other appropriate documentation may be required by the County Administrative Officer prior to approving and processing the request for donation.

Requests for Annual Leave/Vacation and Sick Leave donations shall be processed in accordance with procedures specified by the County Administrative Officer and, when granted, the hours transferred shall be deducted from the donor's account and shall thereafter be treated the same as though it had been earned as Sick Leave by the donee. The County Administrative Officer shall allocate the donated hours to the donee's account on a pay period basis to cover the period of disability.

ARTICLE 21 -- BEREAVEMENT LEAVE

- 21.1 Each employee occupying a permanent position shall be eligible for paid Bereavement Leave up to a maximum of twenty-four (24) hours 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. Employees granted Bereavement Leave shall only be paid for any work hours regularly scheduled, but

not worked.

- 21.2 Employees may request use of annual leave when the employee desires time off in excess of twenty-four (24) hours for bereavement-related purposes.
- 21.3 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.
- 21.4 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.

ARTICLE 22 -- COMPUTER PROGRAMMING MODIFICATIONS

- 22.1 Notwithstanding any language in this MOU to the contrary, the respective articles of this MOU which will involve modifications to existing computer programs of the County shall not become effective until the beginning of the payroll period following the completion of such modifications. Furthermore, the provisions of this article shall not be used to extend the effective date of salary changes.

ARTICLE 23 -- WAIVER CLAUSE

- 23.1 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.

ARTICLE 24 -- SAVINGS CLAUSE

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

ARTICLE 25 -- FAIR LABOR STANDARDS ACT

- 25.1 The provisions of Articles 9, 11, and 12 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 to keep these provisions applicable to the parties throughout the duration of this MOU.

ARTICLE 26 -- PUBLIC SAFETY OFFICERS' PROCEDURAL BILL OF RIGHTS **APPEAL PROCEDURE - DISTRICT ATTORNEY'S OFFICE**

- 26.1 Employees to Whom Applicable - This procedure is applicable to all employees covered by this MOU.
- 26.2 Appealable Actions - This procedure may be used when an employee covered by this MOU alleges one (1) of the following actions has occurred and the employee wishes to appeal under Government Code Section 3300 et seq.
- 26.2.1 Receipt of a written reprimand.
- 26.2.2 Reduction in salary through an action taken that is not appealable under Personnel Rule 10.
- 26.2.3 Denial of promotion on grounds other than merit.
- 26.2.4 Reassignment for purposes of punishment.
- 26.2.5 Rejection during probation.
- 26.3 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.
- 26.3.1 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 26.2 above has been or will be taken. The request is to be addressed to Chief of Investigations.
- 26.3.2 Upon receipt of the request for a hearing, a hearing panel will be selected by the parties. Selection to the panel will be as follows:
- 26.3.2.1 Management will appoint a District Attorney management representative who will act as the hearing officer.
- 26.3.2.2 The affected employee will appoint a member from the Fresno County District Attorney Investigators' Association.
- 26.3.2.3 Both parties will mutually select a third person from the District Attorney's staff.

- 26.3.3 The hearing officer shall schedule a hearing for the earliest date convenient to all parties.
- 26.3.4 The decision of the hearing panel will be a majority vote of the panel.
- 26.3.5 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:
- 26.3.5.1 Subpoena may be issued by the hearing officer if necessary, at the request of either party.
- 26.3.5.2 Either party may have representation of his/her choice at the hearing.
- 26.3.5.3 Either party may request the use of a court reporter. The party who requests this service shall be responsible for paying for the services. Each party bears their own cost for transcripts of the hearing.
- Either party may, in lieu of or additionally, mechanically record the hearing. No videotaping shall be allowed.
- 26.3.5.4 The hearing officer shall issue the findings and decision of the panel within five (5) working days of the hearing, unless all parties agree to a later date. The decision of the panel is advisory to the District Attorney who shall make the final decision. The decision of the panel may, if they deem it appropriate, incorporate a recommendation for relief or appropriate corrective action.
- 26.3.5.5 In appeals to reassignment when punishment is alleged, the panel will first determine whether or not the reassignment was for purposes of punishment. If the panel finds that the reassignment was for purposes of punishment, they will then determine whether or not the reassignment is to be effective.

ARTICLE 27 -- HEPATITIS VACCINATION

- 27.1 The County and the Association recognize that employees covered by this MOU are subject to an occupational risk of exposure to Hepatitis B. To minimize the contraction of hepatitis, all personnel assigned to the above-mentioned classification may be screened to determine if the hepatitis vaccination will be of medical benefit to the employee. This procedure is optional to the employee with no penalty for refusal.

- 27.2 Newly hired employees will be offered an opportunity to complete the screening process within ninety (90) days following date of hire. If it is determined to be of benefit, the employee shall receive the necessary vaccination at the County's expense. The screening and vaccination process will be administered through County facilities, unless referred by County Administrative Office.

ARTICLE 28 -- SAFETY EQUIPMENT

- 28.1 Employees shall be issued either a cleaned or new "ballistic" vest and a cleaned or new "raid jacket".
- 28.1.1 "Ballistic vests" shall be of a style and manufacture as determined solely by the District Attorney.
- 28.1.2 "Raid jackets" shall be of a style and technology manufacture as determined solely by the District Attorney.
- 28.1.3 Identifying emblems, insignia, etc., for "raid jackets" shall be as specified at the sole discretion of the District Attorney. Employees shall neither modify nor add to insignia.
- 28.1.4 "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.
- 28.2 Safety equipment shall be issued to employees as determined by the District Attorney, consistent with department appropriations.

ARTICLE 29 -- NOTIFICATION OF LAYOFF

- 29.1 The County agrees to provide the Fresno County District Attorney Investigators' Association with a copy of the notice to employees covered by this MOU who may be scheduled for layoff. This MOU is not intended to circumvent requirements set forth in Personnel Rule 12.

ARTICLE 30 -- HOLIDAYS

- 30.1 Defined:
- 30.1.1 Except as noted in Section 30.1.2, 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) hours, without deduction in pay therefor. Except as provided in Section 30.1.2,

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.

- 30.1.2 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, subject to the conditions specified in 30.1.1. That is, the Friday immediately preceding or the Monday immediately following January 1, July 4, November 11, or December 25 is not a County-paid holiday for these employees.
- 30.1.3 Whenever an employee is required to work on a holiday as defined herein, the time so worked shall be paid as overtime. The employee shall receive an additional credit in pay or compensatory time off equal to the hours actually worked, not to exceed eight (8) hours. If compensatory time off is elected by the employee, it shall be included in the maximum accrual balance for compensatory time off as specified in Article 9 of this MOU.

January 1 (New Year's Day)

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

Third Monday in February (Washington-Lincoln's Day)

March 31 (Cesar Chavez Day)

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)

Friday following Thanksgiving Day

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.

30.2 Holiday Accrual - Employees Occupying Permanent Part-Time Positions:

Employees occupying permanent positions in this category, who work upon a definite work schedule, shall be credited with holiday time in direct proportion as such part-time service bears to regular full-time service.

30.3 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) hours of holiday time earned for holidays worked and with a maximum of eight (8) hours holiday time credited for a holiday off. If the employee's regular schedule includes hours in excess of eight (8) per day, a holiday off shall either be supplemented by Annual Leave, compensatory time off, or other accrued paid time or by unpaid leave.

30.4 Holidays Falling on Days Off:

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

30.5 Administrative Units Which Remain Open on Holidays:

Departments or sections thereof which by reason of the nature of the service provided either cannot close on holidays or are required to operate seven (7) days per week shall require the requisite number of employees to work on holidays which are defined in Section 30.1 above. Employees who are required to work on holidays shall be compensated as specified in the foregoing paragraphs.

ARTICLE 31 -- OUT-OF-RANK ASSIGNMENTS

- 31.1 Upon approval by the County Administrative Officer, in accordance with the Fresno County Salary Resolution, employees who are assigned to perform the full range of job duties for a higher level authorized position for more than two (2) full pay periods shall be paid at the higher rate for a period not to exceed nine (9) months. Payment for working out of classification will normally start at the beginning of the second pay period.
- 31.2 Nothing in this section 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.

ARTICLE 32 -- COUNTY VEHICLE ASSIGNMENTS/HOME-GARAGING

- 32.1 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.
- 32.2 Permanent assignment and residence garaging must be based on the following:
- 32.2.1 The need to transport specialized equipment not easily transferred between vehicles.

- 32.2.2 The requirement for a specially equipped vehicle for after-hours emergency calls.
- 32.3 The District Attorney or his/her designee shall make the final decision regarding permanent assignment and residence-garaging. The District Attorney or his/her designee shall also make the final decision regarding the total number of vehicles at any time assigned within the department, the total number of those vehicles allocated for permanent assignment, and for residence-garaging. The District Attorney or his/her designee may determine it to be operationally necessary to reallocate a County vehicle permanently assigned or residence-garaged at any time.
- 32.4 This article shall not be grievable or appealable.

ARTICLE 33 -- DAMAGE TO PERSONAL PROPERTY OF EMPLOYEE

- 33.1 The following is an excerpt from the County's Administrative Code, Section 1060 (as constituted upon the date this MOU is approved by the Board of Supervisors).
- 33.2 County May Provide Payment
- 33.2.1 Pursuant to Government Code Section 53240, the County may provide payment for the costs of replacement or repair of property or prostheses of an employee, such as eyeglasses, hearing aids, dentures, watches, or articles of clothing necessarily worn or carried by an employee, when such items are lost or damaged in the performance of official duties.
- 33.2.2 Actual value of the items may be paid if property is damaged beyond repair. Reimbursement will normally be based upon the depreciated replacement value of the item lost or damaged.
- 33.3 Eligibility
- 33.3.1 Damage to items being claimed must occur without fault of the employee and while the employee is on official County business. All claims must be verified by the employee's department head.
- 33.4 Procedure
- 33.4.1 All claims for reimbursement must be submitted to the Auditor-Controller within thirty (30) days after damage has incurred. All claims for reimbursement must be submitted on forms prescribed by the Auditor-Controller. All receipts, invoices, and estimates of repair value must be attached to claim when submitted. Estimates of value or repair must be made by a dealer of the items being claimed and not by the employee.
- 33.4.2 Damaged items shall be retained and be subject to inspection.

33.4.3 If the items are damaged beyond repair, or if the cost of repair exceeds the estimated value, reimbursement shall be made on the value of the item at the time the damage occurred.

33.5 Reimbursement

33.5.1 If the items are damaged beyond repair, or if the cost of repair exceeds the estimated value, reimbursement shall be made on the value of the items at the time damage or loss occurred, pursuant to Government Code Section 53240.

33.6 Approval for Payment

33.6.1 The Auditor-Controller will review each claim for lost or damaged property and process it as follows:

33.6.2 All employee claims for lost or damaged property under three-hundred and no/100 dollars (\$300.00) will be submitted to the Auditor-Controller. The Auditor-Controller will review the claim, determining if reimbursement should be made, and he/she will determine the amount of reimbursement. Upon his/her determination, the claimant will be notified. If the claim is approved, a warrant will be issued.

33.6.3 The claimant may appeal the decision of the Auditor-Controller by requesting that the Auditor-Controller present the claim to the Board of Supervisors. The Auditor-Controller will process the claim as a consent item on the Board of Supervisors' agenda.

33.6.4 Determination of actual reimbursement shall be in accordance with Section 1064.

ARTICLE 34 -- TRAINING SESSIONS

34.1 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 District Attorney 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 District Attorney.

ARTICLE 35 -- REFERENCE MATERIALS

35.1 The County agrees to provide annually to each employee the following reference materials:

35.1.1 Penal Code

35.1.2 Peace Officer Source book and subscription revision updates

- 35.1.3 California District Attorney Investigators' Association Directory
- 35.1.4 Any other reference material the District Attorney deems appropriate, consistent with department appropriations.

ARTICLE 36 -- EXPLOSIVE ORDINANCE DETAIL

- 36.1 It is not the intent of the District Attorney to assign employees to Explosive Ordinance Detail (E.O.D.). However, in the event of a request of assistance from the Sheriff due to an emergency, the District Attorney may assign employees to E.O.D. Only those employees who have been identified in advance by the District Attorney and whose names have been supplied to the County's Risk Management Division will be assigned to Explosive Ordinance Detail.
- 36.2 The County will provide a fifty-thousand and no/100 dollars (\$50,000.00) accidental death or dismemberment benefit to each employee who is injured as result of an exposure to an explosive ordinance while on 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 and no/100 dollars (\$50,000.00) per any single person, per incident.
- 36.3 This benefit will be administered through the County's Risk Management Division. Risk Management will be responsible for promulgating the details of implementing this provision within sixty (60) days upon approval of this MOU.

ARTICLE 37 -- CONTINUITY OF OPERATIONS

- 37.1 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.

ARTICLE 38 -- P.O.S.T. INCENTIVE

- 38.1 Senior District Attorney Investigators 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. Senior District Attorney Investigators employed on or before August 31, 1979, who have attained the advanced P.O.S.T. Certificate shall be compensated at a rate of five percent (5%) above their base salary.

- 38.2 Senior District Attorney Investigators 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.
- 38.3 District Attorney Investigators 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 fifteen-hundred and no/100 dollars (\$1,500.00). The bonus for the advanced level certificate is nineteen-hundred and no/100 dollars (\$1,900.00).
- 38.4 During the term of this MOU, if an agreement is reached with any other bargaining unit regarding P.O.S.T. incentives, said agreement will be offered to Unit 10 on the same terms and conditions, and will be subject to ratification by Unit 10 members and approval by the Board of Supervisors.

ARTICLE 39 -- MANAGEMENT RIGHTS

- 39.1 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.
- 39.2 No portion of this County Management Rights section shall be construed to obligate the County in any way.
- 39.3 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.
- 39.4 This article is not intended to modify those rights which have been granted to employees in this MOU following procedures specified in Government Code Section 3500 et seq.
- 39.5 In the exercise of its rights, the County shall not require an employee to perform an act or acts contrary to licensing law.
- 39.6 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.
- 39.7 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.).

- 39.8 The rights, powers, and authorities of the County include, but are not limited to, the sole and exclusive right to:
- 39.8.1 determine the mission of its constituent departments, commissions, boards, and committees;
 - 39.8.2 set standards of services and evaluate the County's effectiveness in delivery of these services;
 - 39.8.3 determine the procedures and standards for employee selection, promotion, demotion, transfer, reassignment and/or layoff;
 - 39.8.4 select, train, direct, assign, demote, promote, layoff, dismiss its employees;
 - 39.8.5 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;
 - 39.8.6 take disciplinary actions;
 - 39.8.7 relieve its employees from duty or reassign employees because of lack of work or for other reasons the County considers legitimate;
 - 39.8.8 evaluate and maintain the efficiency of County operations;
 - 39.8.9 determine and change the method, means, personnel, and standards by which County operations are to be conducted;
 - 39.8.10 determine the content of job classifications;
 - 39.8.11 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;
 - 39.8.12 exercise complete control and discretion over its organization and the technology to perform its work;
 - 39.8.13 make rules and regulations pertaining to employees consistent with this MOU;
 - 39.8.14 make all financial and budgetary decisions;
 - 39.8.15 establish, allocate, schedule, assign, modify, change, and discontinue workshifts and working hours and workweeks;
 - 39.8.16 contract, subcontract, establish, merge, continue or discontinue any function or operation of the County;

39.8.17 engage consultants for any future or existing function or operation of the County;

39.8.18 order overtime.

ARTICLE 40 -- TRAINING OFFICER ASSIGNMENT

40.1 Any District Attorney Investigator I/II temporarily assigned as a “training officer” by District Attorney management to orient new personnel while on initial probationary period shall be compensated an additional five percent (5%) of base salary for actual hours worked as a “training officer”.

ARTICLE 41 -- BILINGUAL SKILL PAY

41.1 The County’s Bilingual Skill Pay administrative procedures and certification/testing process, are as follows:

41.2 Pay Provisions

41.2.1 Bilingual Skill Pay will be a maximum of \$23.08 per pay period (approximately \$50 per month).

41.2.2 Bilingual Pay will not be paid during periods of time off (e.g., Annual, Vacation or Sick Leave, etc.); it shall be prorated on an hourly basis.

41.2.3 Employees will be paid a maximum of \$23.08 per pay period regardless of the number of languages they are certified for.

41.3 Position Designation/Eligibility

41.3.1 An employee may be eligible to receive Bilingual Skill Pay after being certified by the Department of Personnel Services and when occupying a permanently allocated position that is designated, by the Department Head or designee, to utilize a bilingual skill(s). Furthermore, the need for the bilingual skill(s) must be identified as crucial due to the nature of services provided. “Crucial due to the nature of services provided” shall be defined as any amount of time deemed necessary by the department in order to meet the needs of the public such as:

41.3.1.1 A direct public contact position;

41.3.1.2 An institutional or healthcare setting dealing with inmates or patients; or

41.3.1.3 A position needed to perform interpretation, translation or specialized activities for the department and its clients.

- 41.3.2 In addition to 41.3.1, the position must also be authorized by the County Administrative Officer, or his/her designee, for Bilingual Skill Pay.
- 41.3.3 Where organizationally feasible, departments should ensure that positions clearly meet the standards by centralizing the bilingual responsibility in as few positions as possible.

41.4 Bilingual Proficiency Examinations and Certification Process

- 41.4.1 Bilingual proficiency examinations and certification will be administered by the Department of Personnel Services.
- 41.4.2 Bilingual proficiency exams will be conducted using an oral board panel consisting of a minimum of two (2) persons. Panel members may be County or non-County employees and/or members of the community. Panel members shall not be in the same bargaining unit as the examinee. The Department of Personnel Services shall make a reasonable attempt to utilize panel members not in the same department as the examinee.
- 41.4.3 Departments may submit, to the Department of Personnel Services, languages identified for testing upon meeting the criteria in 41.3.1 above. After initial implementation of the exam and certification process, periodic bilingual proficiency exams will be scheduled.
- 41.4.4 Employees may submit Bilingual Certification Applications to be scheduled for bilingual proficiency exams directly to the Department of Personnel Services, Employment Services Division. Application deadlines shall not be appealable or grievable.
- 41.4.5 Upon passing a bilingual proficiency exam, the employee shall be certified in that language(s) and will not be required to retest unless they have a break in County employment.
- 41.4.6 Employees that have been certified as bilingual proficient by the Department of Personnel Services shall not be eligible to receive Bilingual Skill Pay unless the requirements of Section 41.3.1 above are met.

This shall also apply to those employees that have successfully passed a bilingual proficiency exam administered by their department as a condition of employment. For an employee to qualify for a testing waiver and be certified, authorized department representatives shall submit to the Department of Personnel Services, an employee's name, language(s) tested, and any other information necessary for efficient administration of the program. These employees shall not be required to retest through the bilingual proficiency exam process established with this agreement, but shall be considered as already certified.

41.5 Appeal Process

- 41.5.1 1st examination failure – employee may request to be re-tested by a new panel. The employee must submit a written request to the Department of Personnel Services within 10 working days of the date of the notification of failure. Personnel Services will have 30 working days, or longer if mutually agreed, to schedule a re-test.
- 41.5.2 Subsequent examination failure – upon an employee's second failure, the employee must wait until the next regularly scheduled examination period to apply for a bilingual proficiency exam.

ARTICLE 42 -- EMPLOYEE GRIEVANCE PROCEDURE

The following sets forth the entire 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 Labor Relations Manager 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 Labor Relations Manager. At this time, if the Labor Relations 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/her 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/her 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 Department of Personnel Services, 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 \$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 MOU, 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.

ARTICLE 43 -- PERSONNEL RULES/SALARY RESOLUTION

- 43.1 During the term of this MOU, the parties agree to meet and confer regarding changes to the Fresno County Personnel Rules/Salary Resolution.

ARTICLE 44 -- MILEAGE REIMBURSEMENT RATE

The parties agree to the following for private vehicle mileage reimbursement:

- 44.1 Departments may authorize their employees to use their private vehicle to travel on business for the County provided that each such employee shall have first complied with County automobile insurance requirements.
- 44.2 In order to be authorized travel by private vehicle, the employee must possess an appropriate valid California driver's license and required insurance with limits of not less than \$100,000/\$300,000 public liability and \$25,000 property damage, or a combined single limit of \$300,000.
- 44.3 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).
- 44.4 Subsequent changes to the IRS rate shall become effective on the pay period following the County's receipt of the published IRS rate.

ARTICLE 45 -- FULL UNDERSTANDING

- 45.1 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.
- 45.2 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.

ARTICLE 46 – 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 Memorandum of Understanding, the Fresno County Employee Relations Ordinance and/or Fresno County Management Directives.

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

ARTICLE 47 – PUBLIC SERVICE RETIREMENT CREDIT

The parties acknowledge that the Fresno County Board of Supervisors desires to adopt, through Resolution, provisions of the County Employment 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 County District Attorney Investigators 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.

ARTICLE 48 -- ASSOCIATION BUSINESS

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

Effective the first pay period in December 2004, the County will deduct eight (8) hours from the annual or vacation leave balances of each Unit 10 employee.

The parties agree that all employees who have annual or vacation leave balances as of the first pay period in December 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 December. This condition shall be applicable during any December to December 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.

ARTICLE 49 – TWO-TIER RETIREMENT

Effective July 1, 2005, the County of Fresno and the Fresno County District Attorney Investigator's Association agree to extend to employees in classifications covered by this MOU the voluntary option of utilizing a lower retirement tier.

The lower retirement tier, if selected by the employee, shall be as follows:

1. Safety Members – 3.0% at 55 years of age.
2. The parties agree that the above alternative option shall sunset with the end of Fresno County Fiscal Year 2008-2009.
3. The parties agree that the Retirement Association shall provide retirement rate and retirement benefit information to employees considering opting into a lower retirement tier. This information shall be on the form the employee signs to opt into a lower retirement benefit tier.

**ARTICLE 50 -- TERM OF MEMORANDUM OF UNDERSTANDING AND
RENEGOTIATION**

This MOU shall be in effect from November 8, 2004 through November 18, 2007. 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 a reasonable date prior to the expiration of the MOU, its written request to meet and confer. Negotiations on the proposed changes or amendments shall begin as soon as possible following receipt of the notice.

COUNTY OF FRESNO

FRESNO COUNTY DISTRICT ATTORNEY
INVESTIGATORS ASSOCIATION –
UNIT 10

By _____

By: _____

By _____

By: _____

By _____

By: _____

Date: _____

Date: _____

ADDENDUM NO. 2
TO MEMORANDUM OF UNDERSTANDING
FOR FRESNO COUNTY DISTRICT ATTORNEY
INVESTIGATORS ASSOCIATION - UNIT 10

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, and 1994.

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 in order, the agency may officially charge him 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 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.

3307. Polygraph examination; right to refuse; effect

(a) 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.

(b) For the purpose of this section, "lie detector" means a polygraph, deceptograph, voice stress analyzer, psychological stress evaluator, or any other similar device, whether mechanical or electrical, that is used, or the results of which are used, for the purpose of rendering a diagnostic opinion regarding the honesty or dishonesty of an individual.

3307.5 (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 inducement 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
TO MEMORANDUM OF UNDERSTANDING FOR
DISTRICT ATTORNEY INVESTIGATORS – UNIT 10

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 (attached).
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.

BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF FRESNO
STATE OF CALIFORNIA

In the matter of)	RESOLUTION ADOPTING PROVISIONS
)	OF CALIFORNIA MILITARY AND
ADDITIONAL MILITARY LEAVE AS)	VETERANS CODE 395.03 as to
)	unrepresented and management employees
RELATED TO OPERATION ENDURING)	
)	
FREEDOM AND RELATED)	
)	
OPERATIONS RESULTING FROM THE)	
)	
TERRORISM ACTS OF SEPT. 11, 2001)	

WHEREAS, California Military and Veterans Code 395.03 provides that the Board of Supervisors, by resolution, may extend additional military leave to eligible employees; and

WHEREAS, the Board of Supervisors is desirous that a permanent employee, who as a member of the California National Guard or a United States Military Reserve unit, is involuntarily called into active duty as a result of Operation Enduring Freedom and related operations in response to the September 11, 2001 terrorist crisis shall not suffer from loss of income or benefits; and

WHEREAS, a permanent eligible miscellaneous management or unrepresented employee, and eligible miscellaneous members through appropriate agreement, who is allowed military leave shall be entitled to receive, for a period not to exceed 180 days, his/her regular County pay plus military part-time (week-end drill) pay, offset by base military pay plus entitlements received for such duty. If such employee is entitled to receive benefits pursuant to 395.01 and 395.02 of the Military and Veterans Code, this provision

shall become effective upon the termination of those benefits; and

WHEREAS, this resolution shall not apply to any active duty served voluntarily, and

WHEREAS, 180 days from the date of the adoption of this resolution, the County agrees to revisit this issue to determine the appropriateness of continuing this resolution.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors hereby adopts California Military and Veterans Code 395.03 and entitles an eligible employee who as a member of the California National Guard or a United States Military Reserve unit, is involuntarily called into active duty as a result of Operation Enduring Freedom and related operations in response to the September 11, 2001 terrorist crisis, to receive, for a period not to exceed 180 days, his/her regular County pay plus military part-time (week-end drill) pay, offset by base military pay plus entitlements received for such duty. If such employee is entitled to receive benefits pursuant to 395.01 and 395.02 of the Military and Veterans Code, this provision shall be in addition to and shall follow the termination of those benefits.

BE IT FURTHER RESOLVED that all benefits will continue with such County contributions as customarily paid by the County and any employee paid benefits will continue to be the responsibility of the employee.

THE FOREGOING was PASSED and ADOPTED by the following vote of the Board of Supervisors of the County of Fresno this 16th day of October, 2001, to wit:

- AYES: Supervisors, Arambula, Case, Anderson, Waterston, Koligian*
- NOES: None*
- ABSENT: None*

CHAIRMAN, BOARD OF SUPERVISORS

ATTEST:

*SHARI GREENWOOD, CLERK
BOARD OF SUPERVISORS*

*By _____
Deputy*

FILE #16924

AGENDA #20

RESOLUTION #01-560

ADDENDUM
TO MEMORANDA OF UNDERSTANDING
FRESNO COUNTY DISTRICT ATTORNEY INVESTIGATORS ASSOCIATION – UNIT 10
HEALTH BENEFIT AGREEMENT

The parties have met and conferred regarding the County's health premium contribution for Plan Year 2004. Having met and conferred, the parties agree to the following:

1. The term of this agreement shall be December 8, 2003 through December 19, 2004. The parties agree to reopen negotiations in August 2004.
2. A minimum of three (3) health benefit plans and one (1) dental benefit plan will be available to employees and their dependents during Plan Year 2003. If, during the term of this agreement, any of the health benefit plans, vision benefit plan or the dental benefit plan is unable to fulfill its contractual obligation, the parties agree that the County, upon consultation with the Health Benefits Advisory Council, if necessary, will secure a suitable replacement.
3. During Plan Year 2004, the County will contribute, on behalf of each employee, up to \$197.96 per pay period based on the employee's plan selection (employees will not receive any excess contribution).

The County will further contribute on behalf of employees who have dependents enrolled in the County's health benefits program, a total of \$56.00 per pay period.

4. Any individual participating in the County's Health Benefit program must enroll in one of the plans servicing their area, if one is available. If a plan is not available, they shall enroll in the plan designated for out-of-area coverage.
5. Following a written request by the employee to the County's Employee Benefits Office and subject to the approval of the health plan providers, in the event an employee's doctor moves to a physician network that can only be accessed through another County offered health plan, the employee may re-enroll into that health plan. The change will become effective the first day of the pay period following approval by the health plans.
6. If during the term of this agreement the state, federal government, or any other taxing authority imposes a tax or other charges (excluding a tax on or measured by net income) upon any group provider or health/dental plan or upon any activity of any of them, or if any such tax or charges are increased causing agreement between the County and health/dental plans to be opened for renegotiations, either the County or the employee organization may request the other party to meet and confer regarding the terms and conditions set forth herein.

7. If during the term of this agreement the state or federal government legislates mandatory benefit levels in excess of those covered by agreement between the County and health/dental plans which results in increased premiums, either the County or the employee organization may request the other party to meet and confer regarding the terms and conditions set forth herein.
8. During the term of this agreement, if the County agrees to a higher employer contribution with any other bargaining unit, the same higher contribution shall be offered to employees covered by this agreement with the same terms and conditions, subject to approval by the Board of Supervisors.
9. The parties agree to continue to meet and discuss the design of the County's health benefit program in anticipation of soliciting health plan proposals from vendors for Plan Year 2005.

ADDENDUM
TO MEMORANDA OF UNDERSTANDING
FRESNO COUNTY DISTRICT ATTORNEY INVESTIGATORS ASSOCIATION – UNIT 10
HEALTH BENEFIT AGREEMENT

The parties have met and conferred regarding the County's health premium contribution for Plan Year 2005. Having met and conferred, the parties agree to the following:

1. The term of this agreement shall be December 20, 2004 through December 18, 2005. The parties agree to reopen negotiations in August 2005.
2. A minimum of three (3) health benefit plans and one (1) dental benefit plan and one (1) vision benefit plan will be available to employees and their dependents during Plan Year 2005. If, during the term of this agreement, any of the health benefit plans, vision benefit plan or the dental benefit plan is unable to fulfill its contractual obligation, the parties agree that the County, upon consultation with the Health Benefits Advisory Council, if necessary, will secure a suitable replacement.
3. During Plan Year 2005, the County will contribute, on behalf of each employee, up to \$227.01 per pay period based on the employee's plan selection (employees will not receive any excess contribution).

The County will further contribute on behalf of employees who have dependents enrolled in the County's health benefits program, a total of \$66.00 per pay period.

4. Any individual participating in the County's Health Benefit program must enroll in one of the plans servicing their area, if one is available. If a plan is not available, they shall enroll in the plan designated for out-of-area coverage.
5. Following a written request by the employee to the County's Employee Benefits Office and subject to the approval of the health plan providers, in the event an employee's doctor moves to a physician network that can only be accessed through another County offered health plan, the employee may re-enroll into that health plan. The change will become effective the first day of the pay period following approval by the health plans.
6. If during the term of this agreement the state, federal government, or any other taxing authority imposes a tax or other charges (excluding a tax on or measured by net income) upon any group provider or health/dental plan or upon any activity of any of them, or if any such tax or charges are increased causing agreement between the County and health/dental plans to be opened for renegotiations, either the County or the employee organization may request the other party to meet and confer regarding the terms and conditions set forth herein.

7. If during the term of this agreement the state or federal government legislates mandatory benefit levels in excess of those covered by agreement between the County and health/dental plans which results in increased premiums, either the County or the employee organization may request the other party to meet and confer regarding the terms and conditions set forth herein.
8. During the term of this agreement, if the County agrees to a higher employer contribution with any other bargaining unit, the same higher contribution shall be offered to employees covered by this agreement with the same terms and conditions, subject to approval by the Board of Supervisors.
9. The parties agree to continue to meet and discuss the design of the County's health benefit program in anticipation of soliciting health plan proposals from vendors for Plan Year 2006.
10. The parties agree to explore the viability of allowing employees with other non-County health coverage to opt out of the County health insurance program as part of the Plan Year 2006 Request for Proposal process.