

It is already March! Daylight savings time this weekend means we are inching closer to summer. Last week was an exciting one for the entire agency as the Area Two Substation officially opened. The facility is state-of-the-art and accommodates everything from personnel, equipment, and plenty of office space with ample parking. If you haven't had the opportunity to see it yet, I would encourage you to tour it.

Each month, I have been reviewing articles in the Memorandum of Understanding (MOU) to refresh your memory and for the new members who may not be as familiar with the wages, working conditions, and benefit agreements. Holidays is an important one. The county has recently agreed to add June 19th, Juneteeth, as a paid holiday. This is expected to be formalized next month. Below are the current guidelines related to recognized paid holidays.

ARTICLE 21 - HOLIDAYS

Defined

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

For employees working in a work unit which routinely remains open seven (7) days a week, only the actual days upon which the dates listed below fall shall be considered paid holidays. The Friday immediately preceding or the Monday immediately following January 1, March 31, July 4, November 11, or December 25 is not a County-paid holiday for these employees. The following are current paid holidays: January 1 (New Year's Day), the third Monday in January (Martin Luther King Jr.'s Birthday), the third Monday in February (Washington-Lincoln Day), March 31 (Cesar Chavez' Birthday), the last Monday in May (Memorial Day), July 4 (Independence Day), the first Monday in September (Labor Day), November 11 (Veteran's Day), the fourth Thursday in November (Thanksgiving Day), the day following Thanksgiving, and December 25 (Christmas).

I do get questions, normally from newer members about holiday pay and whether you receive the holiday pay based on your work schedule/shift. You will see this is clearly defined. This applies when the holidays rotate based on the calendar year. This does not apply to the holidays that are on Mondays, or the Thanksgiving holidays as well. You will see them listed in the article.

Also, a reminder and/or clarification, county holidays worked are compensable for purposes of pension. This means if your normal work day is a holiday and you work, you will be compensated 8 hours of the day, plus the 10-hour shift you work that is paid

at an overtime rate. The 10-hour shift is really what will be the shift you will see make the impact for your retirement final number.

Classification Assignment Clarification

An issue that has come up recently, but never in the past, is shift premium related to working an 'out of classification' assignment. Specifically, this question has come up as it applies to those working in the communications dispatch center.

Below is the attached article of reference:

ARTICLE 10 - SHIFT PREMIUM

Identification Technicians, Crime Scene Specialists, and Communications Dispatchers

This section applies to employees in the Identification Technicians, Crime Scene Specialists, and Communications Dispatcher classification series only.

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

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

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

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

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

The FDSA position on this topic and history of this agreement is as follows:

To help with the critical shortage in the dispatch center, approximately eight to nine years ago we agreed to work anyone in our bargaining unit 'out of classification' to assist with this crisis. This was agreed to by County of Fresno, Sheriff Mims and the

FDSA. Since then, we have had several members from throughout the bargaining unit step up and fill the void in the dispatch center.

As you will see from the article, the time when shift premium takes effect is from 1700-0700. It means any hour(s) worked between that time frame is eligible for that 8% shift premium. Included in the article are these classifications: Crime Scene Technicians, CSO's and Communication Dispatchers.

Most recently one of our deputy sheriffs was denied the shift premium because he is not one of the classifications listed in that shift premium. Our position is that we are already working employees within our bargaining unit 'out of classification' to ensure there is adequate coverage in the dispatch center.

I had a discussion with the County Administrative Officer Paul Nerland and Sheriff Zaroni on this specific issue. They have both agreed the shift premium should be applied while filling that dispatcher position that would otherwise be left vacant. The County of Fresno Labor Relations disagrees with those positions. Their position is if we want that shift premium, we would need to execute a new side letter agreement between all of us. We are open to that and will ensure that anyone working out of classification, in a classification with a shift premium is eligible for and receives that premium.

To ensure this the existing intent of the parties is properly memorialized, we will be updating the language within the article (via side letter for now, and in the body of the MOU during the next round of bargaining), so the intent is clear, and not subject to differing interpretations.

False Allegations Dismissed

I want to thank all of you for the overwhelming support I received throughout the past six months. As you are undoubtedly aware, false allegations were made against me in a transparent attempt to smear my name and reputation.

As expected, on March 1, 2024, a Fresno County Superior Court judge dismissed the case.

As I stated publicly, this was a witch-hunt from the start – a personal vendetta that culminated in a bogus allegation. There were never any facts or truth to these allegations.

Law enforcement officers in this country are held to the highest standard, as they should be. The job requires that every single day they act with honesty, integrity and the highest character. These traits are critical because an officer's very word can strip someone else of their rights. Abusing the oath by making up a story is the true travesty here. It's very unsettling and unjust to attempt to take a person down by making up a blatant and unfounded lie.

I'm proud of the 27-year career I've had with this department. My personnel file speaks for itself.

Unfortunately, as a longstanding labor union leader, sometimes the job can make you a target of others.

Moving forward, I will continue to serve you all and the people of Fresno County proudly.

Take care of one another and keep it real,

Eric