

**MEMORANDUM OF UNDERSTANDING**

**Between**

**The County of Tulare**

**and**

**The Professional Association of Tulare County Physicians  
(PATCOP) Unit #16**

**July 1, 2023 - June 30, 2025**

**RESOLUTION #2023-0516**

**AGREEMENT #31255**

**TULARE COUNTY  
HUMAN RESOURCES & DEVELOPMENT  
2500 W.BURREL STREET  
VISALIA, CA 93291  
(559) 636-4900**

**TABLE OF CONTENTS**

Article 1 PURPOSE.....1

Article 2 RECOGNITION .....1

Article 3 NON-DISCRIMINATION.....1

Article 4 MANAGEMENT RIGHTS .....2

Article 5 NON-COMPETITIVE STATUS.....2

Article 6 VEHICLE OPERATION .....3

Article 7 EMPLOYEE TRAVEL.....3

Article 8 EMPLOYEE BENEFIT PLAN .....3

Article 9 PERSONNEL RULES AND ADMINISTRATIVE REGULATIONS .....6

Article 10 MEDICAL SEPARATION .....7

Article 11 HOSPITAL DISCIPLINE RELEASE .....8

Article 12 RETIREMENT .....8

Article 13 SALARY .....9

Article 14 INCENTIVE PROGRAM.....9

Article 15 ON-CALL.....10

Article 16 PAYROLL ERRORS.....12

Article 17 SEVERABILITY .....12

Article 18 FULL AGREEMENT .....13

Article 19 NO STRIKE-NO LOCKOUT .....13

Article 20 RENEGOTIATION.....13

Article 21 TERM .....14

Article 22 DUES DEDUCTION .....14

Article 23 VACATION.....14

Article 24 PERSONAL HOLIDAY .....	15
Article 25 SICK LEAVE-CONVERSION ON RETIREMENT .....	15
Article 26 DEFERRED COMPENSATION.....	15
Article 27 CONTINUING EDUCATION.....	16
Article 28 COMPLETE AGREEMENT.....	16
Article 29 ERRORS OR OMISSIONS.....	16
Article 30 WORKING IN SECURED FACILITIES.....	16
Article 31 BOARD CERTIFICATION.....	16
Article 32 SB 1085 UNION LEAVE.....	17

**PROLOGUE  
MEMORANDUM OF UNDERSTANDING  
BETWEEN THE COUNTY OF TULARE AND  
THE PROFESSIONAL ASSOCIATION OF TULARE COUNTY PHYSICIANS- UNIT #16**

The parties to this Memorandum of Understanding (MOU) hereby to jointly agree to and recommend for adoption by their respective principals the following agreement to be effective as provided herein. It is further agreed that the signatures on this MOU shall not bind either party until ratified by the Association membership and approved by the Board of Supervisors.

**Article 1  
PURPOSE**

It is the purpose of this MOU to promote and provide for harmonious relations, cooperation, and understanding between the County and the employees covered herein, to provide for an orderly and equitable means of resolving any misunderstanding or differences which may arise under this Memorandum; and to set forth the full understanding of the parties reached as a result of good faith bargaining.

**Article 2  
RECOGNITION**

Pursuant to California Government Code #3500- 3510 and the Tulare County Employment Relations Policy, the County of Tulare, hereby, recognizes the Professional Association of Tulare County Physicians (PATCOP) as exclusive representative for the established Bargaining Unit identified herein;

Unit #16 - Physicians, Medical Section Chiefs, Dentists and Psychiatrists

**Article 3  
NON-DISCRIMINATION**

Employees covered by this Memorandum shall in no way be subject to discrimination by either the Association, the County of Tulare or other employees because of race, color, national origin, religion, sex, age, creed, ancestry, marital status, or physical or mental handicaps (to the extent that reasonable accommodation is required by law) political affiliations or opinions where protected by the California Labor Code, Association membership or non-Association membership or any other criteria prohibited by law.

Both parties recognize their obligation under the Americans with Disabilities Act (ADA). Both parties recognize that reasonable accommodations may need to be made in order to comply with the ADA. Each party recognizes its obligation not to frustrate any effort towards such an accommodation. The parties agree that each situation will be evaluated on a case by case basis and it is agreed that any accommodation that is made in order to comply with the ADA will be limited to that particular employee and will not create any obligation to accommodate any other employee requiring accommodation in a particular manner.

**Article 4**  
**MANAGEMENT RIGHTS**

After discussion and due consideration, the County and PATCOP recognize and agree that, except as expressly provided herein and within the County Personnel Rules, the County shall and does retain, solely and exclusively, all and other rights and authority necessary solely and exclusively, all other rights and authority necessary for it to manage the affairs of the County in all of its various services and other aspects, including, but not limited to, the following rights:

- 1) To direct the working forces including scheduling and assigning work, overtime, and work time;
- 2) To determine the nature, standards, levels and mode of all operations and services to be offered by the County;
- 3) To determine the methods, means, organization numbers and kind of personnel by which such operations and services are to be provided;
- 4) To determine whether goods or services should be made or provided, or purchased or contracted for;
- 5) To direct employees including to hire, promote, assign and transfer employees, or to demote, suspend, discipline, discharge, relieve or take other disciplinary action against employees due to lack of work, lack of funds or other legitimate reasons;
- 6) To establish, implement and enforce reasonable rules and regulations consistent with the law, the County's Employment Relations Policy, other regulatory bodies, or existing practice in order to maintain efficient operations within the County;
- 7) To revise or eliminate existing methods, equipment or facilities.

Decisions under this section shall not be subject to the grievance procedure provided for in Personnel Rule 13. To the extent that any of the items that are cited in this article have separate language in other articles in this MOU, those such articles shall be subject to the grievance procedure for resolution.

**Article 5**  
**NON-COMPETITIVE STATUS**

All employees represented by this MOU are classified as non-competitive employees and therefore, can be terminated with or without cause, at the option of the appointing authority. It is further understood that no officer, agent, employee, or representative of the County has any authority to enter into any agreement with such employees for employment for any specified period of time, or to make any agreement, verbal or written, contrary to the foregoing.

The above notwithstanding, the parties agree that:

1) An employee covered by this agreement and wishing to leave county service will provide the County thirty (30) day notice or will be deemed to have not left the County in good standing as otherwise defined in the County Personnel Rules.

2) The County/Agency will provide an employee covered by this Agreement thirty (30) day notice of termination of that employee's at-will employment with the County.

#### **Article 6 VEHICLE OPERATION**

Prior to operating any County vehicle, an employee must provide Insurance and Risk Management with a copy of his/her valid driver's license at the level required by the State Department of Motor Vehicles for legal operation of that vehicle. The employee must immediately notify their department and Insurance and Risk Management of any action against that license and/or of any moving violations incurred while on County business.

Prior to using a personal vehicle on County business for which an employee would be eligible to claim mileage reimbursement, the employee must provide their department with evidence of his/her valid driver's license at the level required by the State DMV for legal operation of that vehicle. In addition, the employee must provide their department with evidence of their vehicle insurance policy covering the vehicle in question as required by State law.

The employee must immediately notify their department and Insurance and Risk Management of any action against that license or insurance and/or of any moving violations incurred while on County business.

#### **Article 7 EMPLOYEE TRAVEL**

When it is necessary for an employee to travel in the course of performing their assigned duties, the County may, at its sole discretion, provide the means of transportation or require an employee to provide their own means of transportation and to be reimbursed in accordance with Administrative Regulation No. 1 and Personnel Rule 15.1.4.

Members of Unit #16 shall be reimbursed for use of their private cars while traveling on County business, with proper authorization, at the IRS rate in effect at the time of travel.

#### **Article 8 EMPLOYEE BENEFIT**

The County has implemented a cafeteria style benefits program that offers health flex benefits deductions on a pre-tax and post-tax basis as referenced in the Tulare County Section 125 Benefits Plan. The health benefits offered are medical, dental, vision, life insurance, Health Flexible Spending Account (FSA), Dependent Care Assistance Program (Dependent Care FSA), voluntary life insurance, and Health Savings Account for employees who choose qualifying medical plans.

The County contributes a health flex benefit amount pursuant to this MOU towards health insurance premiums which includes medical, dental, vision and life insurance.

A. Benefit Amount

For employees hired prior to September 28, 2008, the benefit amount used for health insurance will be frozen and converted to a fixed dollar amount as of September 28, 2008 and will not get recalculated or changed due to a change in compensation.

Employees hired on or after September 28, 2008 will also have a fixed dollar amount for their benefit amount. The formula to determine this fixed amount will be 8% of the step 1 annual rate in their classification in effect on September 28, 2008, plus \$3,450.00. This resulting amount will be the benefit amount in effect during the term of this Agreement and will not get recalculated or changed due to a change in compensation.

For Health Plan years 2023, 2024 and 2025 employees participating in the Health Plan that have, on the effective date of the premium change, a benefit amount that is less than the premium charged for the \$750 deductible employee-only medical, dental, vision, and \$10,000 life insurance coverage, will have that benefit amount increased to an amount sufficient to pay for the premium charged for the \$750 deductible employee-only medical, dental, vision, and \$10,000 life insurance coverage. Any increase to the benefit amount will coincide with any premium increase for the Health Plan years 2023, 2024 and 2025.

County Contribution to Dependent Coverage (24 pay periods) for the 2021 Health Plan Year:

- i. Employee plus Spouse: \$120 per pay period
- ii. Employee plus Child(ren): \$120 per pay period
- iii. Employee plus Family: \$120 per pay period

County Contribution to Dependent Coverage (24 pay periods) for the 2022 & 2023 Health Plan Years:

- i. Employee plus Spouse: \$120 per pay period
- ii. Employee plus Child(ren): \$120 per pay period
- iii. Employee plus Family: \$170 per pay period

County Contribution to Dependent Coverage (24 pay periods) for the 2024 Health Plan Year:

- i. Employee plus Spouse: \$120 per pay period
- ii. Employee plus Child(ren): \$120 per pay period
- iii. Employee plus Family: \$195 per pay period

County Contribution to Dependent Coverage (24 pay periods) for the 2025 Health Plan Year:

- i. Employee plus Spouse: \$120 per pay period
- ii. Employee plus Child(ren): \$120 per pay period
- iii. Employee plus Family: \$220 per pay period

B. Pro-Rated Benefit for Partial Year Eligibility

Full time employees eligible for only part of the Plan Year will only be allotted a health flex benefit prorated for the full pay periods they are eligible. For part time employees whose assigned hours are 40 or more each pay period, this health flex "benefit amount" shall be prorated based on the ratio of their assigned hours to 80 hours.

Benefit Level

The employee may choose the level of each benefit that best fits the employee's needs, subject to provider contacts. Some benefits will require minimum participation. Employees will not be allowed to make changes in the provider or level of coverage except at open enrollment or as allowed under IRS 125 regulations.

D. Eligible Opt Out Arrangement

Employees may elect to waive enrollment in the County's health insurance coverage in any given Plan Year. Employees who elect to waive enrollment in the County's health insurance coverage must provide evidence the Employee and the Employee's tax dependents have or will have minimum essential coverage (MEC) other than individual market coverage during the Plan Year. Employees who elect to waive enrollment may receive an opt-out payment (cash-in-lieu of medical benefits) as designated by the Plan Administrator. An election to opt out shall be irrevocable for the Plan Year, except as outlined in Section 5.6 of the Tulare County Section 125 Benefits Plan.

Opt-out payments will not be made if the County knows or has reason to know that the employee or family member does not or will not have MEC.

Employees may retain eligibility to receive the cash-in-lieu of medical benefits if they opt out under one of the following conditions:

1. When both members of a married couple or registered domestic partners work for Tulare County, one may elect to be covered as a dependent of his/her spouse/partner and drop his/her individual health insurance coverage regardless of bargaining unit without a corresponding reduction in the cash-in-lieu of medical benefits.
2. Employees who can provide written evidence satisfactory to the County Human Resources Department showing that they are covered pursuant to paragraphs a. through e. may opt out of the employee benefit plan.
  - a. As a dependent on a parent, spouse or domestic partner's employer-provided group health plan; or
  - b. As a member of an employer-sponsored retiree group health plan or an eligible and covered dependent thereon; or
  - c. As a retiree member, or an eligible and covered dependent thereon, of a group health plan sponsored by any branch of the United States military; or
  - d. As a Medicare recipient; or

e. Enrolled in Medicaid or TRICARE programs.

- 3. Employees who opt out of the health insurance plans and meet the requirements of paragraph 1 or 2 above will have the opt-out payment added to their taxable wages.
- 4. An eligible employee must inform the County that the employee intends to opt out of the benefit plan as set forth above during open enrollment for health benefits or upon a qualifying event.
- 5. An employee who opts out of the County's health benefit plan must rejoin the County's benefit plan within thirty (30) days of losing eligibility to qualify for the opt-out provisions as described above.
- 6. Employees hired on or after August 1, 2010 who validly waive participation in the County's health insurance program shall receive \$41.66 per pay period for 24 pay periods (\$1,000 per year) in lieu of a contribution to the Health Plan.

E. Taxable Earnings

Any Benefit amount that an eligible employee does not use to pay for health insurance premiums available through the Section 125 Benefits Plan will be added to the employee's taxable wages.

F. New Hire Pool

Employees shall become eligible to receive their benefit amount at such time as sufficient funds have been accumulated to provide for advance payment of the premium for the health plan selected by the employee. It is further understood that employees waiving their health insurance per the terms of this MOU are subject to the same terms and conditions described herein as employees participating in the county's insurance program. The employees deduction for their health package shall be the difference between their benefit amount and the total cost of the premium for the plan selected for the designated pay period.

G. Eligibility

Coverage becomes effective the first day of the month following 30 days of employment. Employees shall become eligible to receive their benefit amount and cash-in-lieu of medical benefits on their fourth paycheck after commencing employment with the County.

**Article 9  
PERSONNEL RULES and ADMINISTRATIVE REGULATIONS**

The County and PATCOP agree to all Administrative Regulations adopted by the Board of Supervisors and in effect as of the effective date of this Agreement including the County Drug Testing Policy. Additionally, the County and PATCOP agree to the revision of the Personnel Rules as agreed to through the meet and confer process associated with this current Memorandum.

Notwithstanding Personnel Rule 12.2.q, Conduct Subject to Discipline, employees represented by the MOU may share confidential patient information under the following circumstances: 1) upon obtaining the express consent of the patient or, if the patient is incompetent or a minor child, the legal guardian;

2) if the sharing of information is made pursuant to professional practices of joint patient management and referral; and 3) as allowed by law.

The County and PATCOP met and conferred and came to agreement on the following matters:

- Personnel Rules Revisions
- Employment Relations Policy Revisions
- Information & Communication Technology Policies (Theft and Mobile Devices)
- AB 2843 (use of County form to opt out of release on personal cell phone number)

### **Article 10 MEDICAL SEPARATION**

When the County determines that an employee who is not eligible for retirement is unable to satisfactorily perform essential assigned functions due to a disability or other medical condition, for which no reasonable accommodation can be made, that employee may be medically separated from County service. This procedure shall apply regardless of the cause of the disability or medical condition.

- 1) A medical separation shall be based on:
  - a) A statement describing the essential functions the employee is not performing satisfactorily or is not capable of performing, and;
  - b) A description of any reasonable accommodations considered and why these have not enabled the employee to perform essential assigned functions satisfactorily, and;
  - c) Any medical, psychiatric or other pertinent information presented by the employee or the County.
- 2) The County shall pay the reasonable costs of any medical examinations required by the County.
- 3) An employee shall not be eligible for medical separation unless the following criteria have been satisfied.
  - a) The employee is unable to satisfactorily perform essential assigned functions due to a disability or other medical condition;
  - b) The disability or medical condition will continue for a period of time, which will be detrimental to the needs of the department;
  - c) All available leave balances (sick leave, vacation, CTO, personal holiday, etc.) have been exhausted;
  - d) The employee has exhausted any medical leave of absence(s) without pay provided under Personnel Rule 6.10. The only exception to this criterion is if the prognosis indicates that the condition is permanent or will exist for a period of time that would exceed the period of time allowed for a medical leave of

absence.

- 4) Written notice of intent to medically separate shall be given to the employee either by delivery of the notice to the employee in person, or by mail. The notice shall:
  - a) inform the employee of the action intended, the reason for the action, as specified in Personnel Rule 6.11 b) 1), 2), and 3) and the effective date of the action; and
  - b) inform the employee of the right to respond and to whom to respond within ten (10) calendar days from the date of such notice of intent in accordance with instruction given by the County in the written notice sent to the employee; and
  - c) inform the employee of the right to apply for a disability retirement, if the employee meets the criteria.
- 5) After review of the employee's timely response, if any, the County shall notify the employee of any action to be taken. Such notice shall be mailed or personally delivered to the employee prior to the effective date.
- 6) Any employee who is medically separated shall have the right to appeal such action in accord with the procedures as set forth in Personnel Rule 12. The basis of the appeal shall be limited to whether or not the criteria, as specified in paragraphs 3. b) and d) above, have been met.
- 7) Any employee who is medically separated shall be eligible to apply for reemployment or reinstatement if their medical condition improves to the point where they would be able to perform the full range of assigned, essential functions. A medical and/or psychological exam may be required prior to appointment.
- 8) Prior to a Medical Separation taking effect, the employee may apply for a transfer to another position providing he/she meets the necessary employment standards for and is able to perform the essential functions of that position. The employee must comply with applicable County rules and procedures concerning transfers.

**Article 11  
HOSPITAL DISCIPLINE RELEASE**

Each employee covered by this Agreement will provide the County with a signed release that requires any medical facility at which the employee has privileges to alert the County of any formal disciplinary action taken against that employee.

**Article 12  
RETIREMENT**

Should the County implement a new retirement tier for new employees, both parties agree to reopen this contract and meet and confer, as required by law, on the possibility of offering the new tier as an option to current employees. Discussions during this re-opener shall be conducted under the same ground rules used for development of this MOU.

During this re-opener, all Articles of this MOU shall remain in full force and effect.

**Article 13  
SALARY**

In the first year of the agreement, there shall be a salary increase of 4% for all classifications in the unit, effective no sooner than July 2, 2023.

In the second year of the agreement, there shall be a salary increase of 3% for all classifications in the unit effective no sooner than June 30, 2024.

Merit increases shall be in accordance with Personnel Rule 4.2.3 Merit Salary Adjustments and 4.2.4 Salary Anniversary Date.

**Article 14  
INCENTIVE PROGRAM**

The incentive plan includes the following classifications: Family Practice, Internal Medicine, OB/GYN and Pediatricians.

The proposed Physician's Incentive Plan is as follows:

1. Physicians will receive their base pay in accordance with the County's payroll schedule.

Incentive bonuses will be earned monthly based on the applicable monthly encounter standard as noted in this Article. Payment will be made quarterly based on the incentive bonuses collectively earned each month in the respective quarter.

2. This incentive does not include merit increases.

3. The maximum incentive bonus applies to all specialties and is as follows: Effective January 1, 2018 the maximum incentive bonus available to any physician during any calendar year is \$30,000. Effective January 1, 2024 the maximum incentive bonus available to any physician during the calendar year \$32,000.

4. Each physician must first meet a predetermined monthly threshold standard encounter rate in order to become eligible for a productivity incentive bonus. An "encounter" is defined as an outpatient visit that the physician has with a patient. In-patient encounters conducted by any physician qualified to receive an incentive bonus under this Article will count as two (2) times an "encounter" for purposes of meeting the standard number of monthly encounters. The monthly threshold standard encounter rates to be eligible for an incentive bonus are as follows:

- Family Practitioners, Internists, and Pediatricians who meet or exceed the standard number of encounters of 350 per month, will be awarded \$30 per encounter over the standard number of monthly encounters.

- O.B. physicians who meet or exceed the standard number of encounters of 300 per month will be awarded \$30 per encounter over the standard number of monthly encounters.

This required standard number of monthly encounters is based upon the mean number of annual encounters per full time FTE provider as follows:

Family Practitioners:	4,200 annual encounters
Internists:	4,200 annual encounters
Pediatricians:	4,200 annual encounters
08/Gyn:	3,600 annual encounters

5. Each Physician Assistant and Nurse Practitioner (referred to as "midlevel") will be assigned to a Supervising Physician. The Supervising Physician will receive 3% of the encounters (for their assigned midlevel) added to their monthly encounter total. The physician must provide a list of visits reviewed prior to receiving credits for these encounters added to their total.
6. A physician who does not exceed the monthly encounter standard will receive his/her base salary and not be eligible for any portion of the monthly incentive bonus.
7. Charge tickets reflecting any outpatient or in-patient encounter must be turned in for processing by the tenth (10th) day of the following month after the encounter took place in order to be counted as an encounter in that applicable month for purposes of this incentive bonus program. Failure to submit these charge tickets within this timeline will disqualify such encounters from counting towards the standard number of monthly encounters for that applicable month.
8. Physicians who participate in committees approved by the Branch Director or designee, will be awarded \$600 per year for their attendance and in recognition that their contribution is important and takes away from productive clinic hours. Committee monetary bonuses will be added to the productivity bonus and distributed monthly. This amount is in addition to the maximum bonus and does not encumber money from the capped bonus amount.
9. The Incentive Program shall apply to all specialties except Dental and Psychiatry.

**Article 15  
ON-CALL**

Physicians are required to provide details of the hours spent in the hospital when On-Call and record the time they saw each patient.

Any special compensation authorized by this sub-section shall not be considered as part of the basic salary of employees while they are taking vacation or sick leave.

Physicians referred to in this section may be required to work up to two (2) additional ON-CALL shifts per month due to business necessity, including but not limited to under-staffing issues.

## OB/GYN:

- Will be compensated monthly at the rate of \$900.00 per day for each scheduled on-call day in excess of six (6) days per month.

## Physicians (Family Practice/Internal Medicine):

- Will be compensated monthly at the rate of \$750.00 per day for each scheduled on-call day in excess of four (4) days per month.
- Compensation will be provided at \$25.00 per hour if the on-call time is for less than a twenty-four (24) hour period.

## Physicians (Pediatricians):

- Will be compensated monthly at the rate of \$300.00 per day for each scheduled on-call day in excess of six (6) days per month.

## Staff Psychiatrists (including Psychiatrist):

- For Saturday medical clinics only, psychiatrists will be paid the Clinic Psychiatrist base rate for actual time worked.

Physicians required to be on-call for a three-day weekend (Friday, Saturday and Sunday) will be scheduled for four (4) hours off with pay on the Monday following.

Physicians that are on-call may be called back to work at a Clinic during normal business hours should there be a medical necessity.

If a Physician is visiting the hospital for Call during normal business hours and has less than six (6) patients, the Physician is expected to return to the health center and be onsite to complete chart, refill medications, sign forms, see same day appointment or walk-in patients, or be available for clinical matters for the remainder of their regularly scheduled shift.

Physicians required to respond to the hospital after 10:00pm the evening before a regularly scheduled morning shift, may arrive up to four (4) hours later than their scheduled start time subject to the following conditions:

- Physicians, who will be requesting to report late the following morning as a result of responding to the hospital after 10:00pm the evening before their regularly scheduled clinic morning shift as the on-call physician, shall call the answering service prior to 7:00a.m. to advise at what time they expect to be at work. This is so the clinic staff can make necessary changes to the appointment's schedule of clients expected to be at the clinic that day.

It is the expectation that the Physician will spend no less than sixty (60) hours each month for outpatient clinic visits. On-Call scheduling shall not be calendared in excess so that the Physician spends more days in the hospital than the health center. On-Call scheduling will be reviewed every month to balance the Physicians time for outpatient clinic visits.

- To facilitate on-call responses, the County will provide a County cell phone which shall be used by the County physicians in the performance of their on-call duties.

- o This modified program is proposed for the term of the contract subject to renewal at the time a successor MOU is negotiated.
- o Time off due to on-call services rendered and the resulting late arrival will be rendered and the resulting late arrival will be recorded on the physicians time sheets as "management time." Physicians are expected to report to work as soon as reasonably possible, but when evoking this "management time," in no case longer than four (4) hours after normal start of shift.
- o Physicians shall include in their activity/billing sheets, when appropriate or required for billing purposes, services provided during their on-call shifts.

NOTE: Any employee who is not required to remain on the County premises, but is merely required to leave word at his/her home or with departmental officials where he/she may be reached, is classified as on-call.

## **Article 16 PAYROLL ERRORS**

### **A. SHORTAGES**

A correction by the Auditor's Office to cover confirmed shortage errors in employees' paychecks, shall be provided to employees within seven (7) working days after written notification of the discrepancy to Auditor's Office. This provision is to cover only those discrepancies above a gross one hundred fifty dollars (\$150.00). If the shortage is equal to 50% or more of the regular paycheck, or in any instance when in the opinion of the Auditor such shortage would be an unreasonable burden on the employee, the Auditor may order a manual warrant as soon as practical.

### **B. OVERPAYMENTS**

Overpayment errors shall be corrected in the immediate next pay period or if the amount, in the judgment of the Auditor would constitute an unreasonable burden on the employee, in subsequent pay periods pursuant to an agreement or Court Order. As a non-binding guideline, repayments should be collected within the same number of pay periods in which the error occurred.

### **C. DIRECT DEPOSIT**

Employees will receive their paychecks via direct deposit to a checking or other similar account at a financial institution of their choice. The County will consider exceptions on a case-by-case basis.

## **Article 17 SEVERABILITY**

If any provision of this MOU is declared by proper State or Federal legislative, administrative or judicial authority to be unlawful, unenforceable or not in accordance with applicable Tulare County rules, or law, all other provisions of the MOU shall remain in full force and effect for the duration of this MOU. Any provision declared invalid under the above language will be subject to Meet and Confer.

In addition, in the event any provision herein, as it may apply to any employee of the County subject to Section 19800 et seq. of the California Government Code, is determined by the Executive Officer of the State Personnel Board to be in conflict with Local Agency Personnel Standards (Title 2. Administration, Division 5. LAPS), such provision shall be null and void as regards to those employees, and Local Agency Personnel Standards shall supersede and prevail.

**Article 18  
FULL AGREEMENT**

It is understood this Agreement represents a complete and final understanding on all negotiable issues between the County and PATCOP. This Agreement supersedes all previous Memoranda of Understanding or Memoranda of Agreement between the County and PATCOP except as specifically referred to in this Agreement. All ordinances or rules covering any practice, subject or matter not specifically referred to in this Agreement shall not be superseded, modified or repealed by implication or otherwise by the provisions hereof.

The parties, for the term of this Agreement, voluntarily agree to waive the obligation to negotiate with respect to any practice, subject or matter not specifically referred to or covered in this Agreement even though such practice, subject or matter may not have been within the knowledge of the parties at the time this Agreement was negotiated and signed.

In the event any new practice, subject or matter arises during the term of the Agreement and an action is proposed by the County, PATCOP shall be afforded all possible notice and shall have the right to meet and confer, if required by law. In the absence of agreement on such a proposed action, the County reserves the right to take necessary action by management direction.

**Article 19  
NO STRIKE - NO LOCKOUT**

In consideration of the mutual desire of the parties to promote and ensure harmonious relations, the County agrees that there shall be no lockout or the equivalent of employees covered by this MOU, and the PATCOP and its members agree that there shall be no strike or other concerted action including actions in sympathy for others, resulting in the withholding of services by its members during the term of this MOU and during the period immediately following this MOU while meet and confer toward a successor MOU is continuing and impasse has not been reached.

**Article 20  
RENEGOTIATION**

In the event either party hereto desires to negotiate the provisions of a successor MOU, such party shall serve upon the other, during the 45-day period commencing 150 days prior to the end of the MOU, its written request to commence negotiations. Negotiations shall begin thereafter within, but no later than 45 days from the date of the aforementioned notice.

**Article 21  
TERM**

The parties to this MOU hereby do jointly agree to and recommend for adoption by their respective principals the following agreement to be effective July 1, 2023 and to remain in effect through June 30, 2025 year to year thereafter; provided, however, that either party may serve written notice on the other as provided for in Article 20 Renegotiation of its desire to negotiate a successor agreement. It is further agreed that the signatures on this MOU shall not bind either party until ratified by the Association membership and approved by the Board of Supervisors.

**Article 22  
DUES DEDUCTION**

Upon request by the Association, the County shall deduct dues as authorized by the members of the Association and members of Unit 16 and remit same to the Association at no charge to the Association provided that such request is made in accordance with the Auditor's requirements and procedures for this service.

PATCOP agrees to indemnify, defend and hold harmless the County against all claims, demands, suits or any other action, including costs of such suits and reasonable attorney's fees and/or other forms of liability arising from the implementation of the provisions of this section.

**Article 23  
VACATION**

Employees covered by this MOU earn and accumulate vacation leave with pay in accordance with the following schedule for FLSA Exempt Classifications:

Years of Continuous Service	Pay Periods of Continuous Service	Earning Rate Per Hour (up to 80 hours per pay period)	Earning Rate Hours Per Pay Period	Earning Rate Weeks Per Year*
0-3	1 -78	.05769	4.615	3
3-7	79-182	.07692	6.154	4
7- 11	183-286	.09615	7.692	5
Over 11	More than 286	.11538	9.23	6

\* On the first day of the 4th year, the employee begins to accrue 4 weeks of vacation. On the first day of the 8th year, the employee begins to accrue 5 weeks of vacation. On the first day of the twelfth year, the employee begins to accrue 6 weeks of vacation.

1. Employees continue to earn and accumulate vacation leave while on any paid leave.
2. Employees who came directly to Tulare County from prior public service in which they were eligible to earn and use vacation leave may accrue vacation as if all their most recent years of continuous public service were with Tulare County. Eligible service will be determined by the Human Resources Director whose decision is final.
3. Appropriate Use of Leave

Vacation leave may not be used for daily illnesses. Employees must use sick leave or unpaid leave for daily illnesses as required by County policy. An employee may use vacation for a planned medical procedure, appointment, or an unexpected personal non-health emergency with the approval of the employee's supervisor.

**Article 24  
HOLIDAY LEAVE**

Holiday Leave shall be in accordance with Personnel Rule 6.6.HOLIDAY LEAVE.

**Article 25  
SICK LEAVE CONVERSION ON RETIREMENT**

An employee retiring directly from service after completing 10 years of active service may elect to:

1. Convert to cash at their current payroll rate up to 20% of their sick leave balance. A maximum of 250 hours may be cashed out under this provision and the remaining hours will be converted to service credit; or
2. Convert 100% of their sick leave hours to service credit.

**Article 26  
DEFERRED COMPENSATION**

The County will contribute up to \$1,500 in a calendar year to an employee's Deferred Compensation Plan. The County will contribute 25% of the amount that the employee contributes to the plan (for each \$1.00 that the employee contributes to the plan, the County will contribute .25 cents to the plan) up to a maximum County contribution of \$1,500 in a calendar year for plan years 2021 (January 1-December 31). For plan year 2021, any contributions already made by the County shall be counted towards the-\$1,500 maximum County contribution for 2021.

The County will contribute up to \$1,750 in a calendar year to an employee's Deferred Compensation Plan. The County will contribute 25% of the amount that the employee contributes to the plan (for each \$1.00 that the employee contributes to the plan, the County will contribute .25 cents to the plan) up to a maximum County contribution of \$1,750 in a calendar year, effective January 1, 2022.

Effective January 1, 2024, the County will contribute up to \$2,000 in a calendar year to an employee's Deferred Compensation Plan. The County will contribute 25% of the amount that the employee contributes to the plan (for each \$1.00 that the employee contributes to the plan, the County will contribute .25 cents to the plan) up to a maximum County contribution of \$2,000 in a calendar year.

**Article 27  
CONTINUING EDUCATION**

The continuing education allowance of \$5,000.00 annually may be used for education provided in California or in locations immediately adjacent to California such as the Nevada side of Lake Tahoe, Reno, and Las Vegas. Training in locations beyond this area may be approved by the Branch Director or designee on a case-by-case basis when that training is particularly suited to the physician's County practice and comparable training is not offered in California. Unit employees will no longer be eligible to use the Tuition Reimbursement program; these funds are included in the continuing education allowance. Any out of state travel for more than one employee at the same event is subject to County procedures cited in AR 1.

The County agrees to pay for the actual cost of a physician's renewal of their license up to a maximum of \$1,000 on a fiscal year basis. This will not be charged to the continuing education allowance limit, but will be in addition hereto.

**Article 28  
COMPLETE AGREEMENT**

This document is intended to represent the full and complete Agreement reached by the parties. Should it be discovered that this document does not represent the Agreement of the parties due to error, omission, oversight, etc; the parties agree to make the necessary corrections to accurately reflect the Agreement.

**Article 29  
ERRORS OR OMISSIONS**

This document is intended to represent the full and complete MOU reached by the County and PATCOP. Should it be discovered that this document does not represent the Agreement of the County and PATCOP due to error, omission, oversight, etc., the County and the Union agree to make the necessary corrections to accurately reflect the Agreement.

**Article 30  
WORKING IN SECURED FACILITIES**

Employees working in secured facilities shall be subject to background investigations and fingerprint checks.

**Article 31  
BOARD CERTIFICATION**

Upon submission of a Board Certification or Board Recertification for one specialty area from a Member Board of the American Board of Medical Specialties, along with a receipt for the cost of such Certification, the County will reimburse each physician up to \$1,500 no more frequently than once every seven (7) years for costs associated for such Certification, commencing with Certifications obtained after August

1, 2013.

**Article 32**  
**SB 1085 UNION LEAVE**

**Union Representative Leave of Absence (SB 1085/Government Code 3558.8):**

Pursuant to the provisions of SB 1085/Government Code section 3558.8, the County shall grant an employee, with prior department approval and upon written request of the Union, a reasonable leave of absence without loss of compensation or other benefits for the purpose of enabling employees to serve as stewards or officers of the Union. Leave may be granted on a full-time, part-time, periodic, or intermittent basis under the following procedures:

1. The Union officer or steward shall submit a written request to the department head at least 10 business days in advance of the requested leave. The request shall specify it is being made pursuant to SB 1085 and include dates/duration, classification, and bargaining unit.
2. No more than two (2) employees shall be on leave at the same time pursuant to this section; and employees must have a minimum overall satisfactory evaluation rating for the most recent evaluation period, and employees cannot be in any probationary status and/or on administrative leave. If employee is due a merit increase during the SB 1085 leave, the merit increase shall be delayed one full pay period for each full pay period the employee is on leave. For any employee going on leave, who is on a medical leave, the Union will ensure compliance with all medical restrictions.
3. The Union shall reimburse the County for all benefits and compensation paid to and earned/realized by the employee on leave, including but not limited to all wages and benefits, and including reasonable County administrative fees of \$2.50 per employees on leave, per pay period. This administrative fee only applies to an employee on the union representative leave of absence section of this article.
4. Reimbursement by the Union shall occur within 30 days of the County billing the Union. The leave of absence will be approved if it does not interfere with the performance of County services and department operations. If the leave is denied, the County will provide the Union with written notification of impacted operational needs. The Union shall provide the County with alternate leave dates for the leave to occur which shall be granted by the County.

At the conclusion or termination of the leave granted under this section, the officer or steward shall have a right to reinstatement to the same position and location they held prior to such leave, or if not feasible, a substantially similar position without loss of seniority, rank, or classification.

The County shall not be liable for any act, omission, or injury suffered by any employee of the County if that act, omission or injury occurs during the course and scope of the employee's leave under this section to work for the Union. To the extent that the County is held liable for any such act, omission or injury, the Union shall indemnify and hold harmless the County.

For the County of Tulare:

*Lupe Garza*

\_\_\_\_\_  
Lupe Garza, Director  
Human Resources

8/1/2023

Date

For the PATCOP:



\_\_\_\_\_  
Dr. Side Xi, President  
PATCOP

7/12/2023

Date