

MEMORANDUM OF UNDERSTANDING

Between

County of Tulare

and

Service Employees International Union, Local 521

(Units 1, 2, 3, 4, 6, & 7)

July 1, 2023 - June 30, 2025

Resolution No. 2023-0583 Agreement No. 31289

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

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE COUNTY OF TULARE AND SEIU, LOCAL 521**

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**ARTICLE 1
RECOGNITION**

This Memorandum of Understanding (MOU), hereinafter referred to as "MOU," is entered into between the COUNTY OF TULARE, hereinafter referred to as the "County," and Service Employees International Union, SEIU LOCAL 521, hereinafter referred to as the "Union." This MOU incorporates by this reference all appendices and/or side letters attached.

Pursuant to California Government Code #3500 - 3511 and the Tulare County Employment Relations Policy, the County of Tulare (hereafter also known as County) hereby recognizes SEIU, Local 521 (hereafter also known as Union) as exclusive representative for the established Bargaining Units identified herein:

- Unit 1 - Clerical and Related
- Unit 2 - Crafts & Trades
- Unit 3 - Technical & Vocational
- Unit 4 - Social Services
- Unit 6 - Health Services
- Unit 7 - Supervisors & Staff Management

The County agrees that the Union also represents all benefited, occupied, allocated positions of less than 1.0 Full-Time Employee (FTE) in the above identified units. The Union agrees that no extra-help positions are represented.

**ARTICLE 2
PURPOSE**

Inherent in the relationship between the County and its employees is the obligation of the County to continue to deal justly and fairly with its employees and of the employees to continue to cooperate with their fellow employees and the County in the performance of their public service obligation.

It is the purpose of this document 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 MOU, and to set forth the full understanding of the parties reached as a result of good faith bargaining.

**ARTICLE 3
MANAGEMENT RIGHTS**

After discussion and due consideration, the County and SEIU recognize and agree that, except as expressly provided herein, the County shall solely and exclusively retain 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:

- To direct the working forces, including scheduling and assigning work, overtime, and work hours;
- To determine and modify the organization of the County and its constituent work units;
- To determine the nature, standards, levels and mode of all operations and services to be offered by the County;
- To determine the methods, means, organization, and kind of personnel by which such operations and services are to be provided;
- To determine whether goods or services should be made, purchased, or contracted for;
- 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;
- To establish, implement, and enforce reasonable rules and regulations consistent with the law, the County's Employment Relations Policy, other regulatory bodies, and existing practices in order to maintain efficient operations within the County; and
- To revise or eliminate existing methods, equipment or facilities.

Decisions under this section shall not be subject to the grievance procedure provided in Article 14. 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 4 CONTRACTING OUT

The County agrees to notify the Union of its intent to issue request for proposals and/or request for quotes for the contracting of the performance of County services when those services are currently being performed by incumbents of classifications covered by this MOU. This notification shall be provided as soon as practicable with the goal of providing ten (10) days' notice prior to the dissemination of an RFP and/or RFQ. This notice shall not apply to existing contracts or the periodic renewal thereof. RFP's and RFQ's not requiring advance approval from the Board shall not be covered by this provision.

The County will meet and confer with the Union as required by law.

ARTICLE 5 COMMUNICATIONS AND WORK ACCESS

Bulletin Boards and Communications

The County agrees to allow the Union to use the County official bulletin boards for purpose of posting notices of Union meetings, Union elections and election returns, Union appointments to office and Union recreational or social affairs in Departments where the Union has represented members. The Union agrees that notices shall not include encouragement of any job actions against the County; political

endorsements or political statements of candidates running for government offices; or any content that would otherwise violate County policy. Material encouraging employee job actions shall not be posted. The Union agrees to limit the posting of such notices to its bulletin board space and shall bear responsibility for the content of the literature. The County may reject or remove any and all postings which the Human Resources Director determines to be not in compliance with these requirements.

The County agrees the Union can post materials that bear the official letterhead and/or logo, provided that at such time that a posting is removed in accord with this article, the following procedure will be reinstated:

All postings will be submitted to the Human Resources Director for review in advance of the posting. Authorized postings will be stamped by the Human Resources & Development department as soon as administratively possible and will be returned to the Union for posting.

Electronic Communications

The Union shall be able to have one (1) email sent per month, as soon as administratively possible, to all SEIU represented employees. The content of the email shall be approved by HR&D prior to it being sent out to employees.

Communications shall be used to advise members of upcoming meetings, notices and announcements that are consistent with the physical posting rights on bulletin boards. The Union agrees such communications shall not include matter that encourages any job actions against the County; political endorsements; political statements of candidates running for government offices; or any other content that would otherwise violate County policy. Any violations of these terms shall result in the email being denied.

The union acknowledges that there is no expectation of privacy in e-mail communications and that the County may monitor any e-mail on the County's system or infrastructure for compliance with these authorized uses.

Additionally, the County is not responsible for ensuring emails are received by email recipients nor are any such issues grievable.

Orientation Presentation

A factual presentation of the rights and responsibilities of employees shall be presented by the County in each new employee orientation meeting. This shall include the naming of the certified representative of each bargaining unit. If on file in the County Enterprise Payroll System, the Human Resources & Development department (HR&D) will supply the Union with the names, job titles, departments, work locations, work, home and personal cellular telephone numbers, home addresses, and personal email addresses of each new employee in electronic format within 30 days of hiring the employee, and once quarterly for all employees in the bargaining unit.

The Union will be given ten (10) day notice of group orientation meetings and be provided the names and bargaining unit of any new hires in bargaining unit(s) covered by this MOU expected to attend the new employee orientation session. Two (2) representatives (one (1) additional SEIU representative is agreed to if thirty (30) or more SEIU represented employees are in the NEO) of the Union will be invited into the meeting room and introduced by a staff member from HR&D at the conclusion of the county's formal orientation. The HR&D representative will also inform the employees that if their classification is represented by SEIU, then its representatives would like to speak with them after the county's orientation. After such introduction and announcement, the HR&D representative shall

announce that the county's formal orientation is concluded and that if they are not represented by

he union's

bargaining unit(s) they are dismissed. The SEIU representative may then meet with the new SEIU represented unit employees in the orientation meeting room in a small group or individually for ~~fifteen~~ ~~(15)~~ thirty (30) minutes after the conclusion of the county's orientation meeting.

Online Orientation

If a New Employee Orientation is held online, the Union will have the opportunity to interact with SEIU represented employees in a manner that will allow for the Union to meet with new employees for fifteen (15) ~~thirty~~ (30) minutes after the conclusion of the County's orientation.

Senate Bill 191

The County and SEIU agree that if a newly hired employee does not attend an in-person new employee orientation within 30 days of the employee's date of hire, and the new employee is working in person, a representative from SEIU may request an in-person meeting with the employee (s). Requests for in-person meetings will be made in writing by SEIU through HRD. After the County has received the request in writing, the County and/ or their designated departmental representative will arrange an appropriate onsite meeting space for the new employee in-person meeting(s) within 7 calendar days of receiving the request from SEIU 521 .

If the State of California or a local public health agency issues an order limiting the size of gatherings or prohibiting gatherings and this order prevents the County from conducting an in-person new employee orientation, an SEIU representative and the County shall schedule an in-person meeting(s) with SEIU and the employee(s) that did not attend an in-per new employee orientation, once the order is lifted or modified.

The date and time shall be agreed upon by SEIU and HRD or an assigned representative from the employee's department. The time for the in-person meeting will not be between 11:30 am and 1:30 pm, unless mutually agreed upon by SEIU and the County.

The meeting will be scheduled to take place during an employee's regularly scheduled work hours. Employees in the meeting shall be relieved of other duties to attend the meeting, during which an exclusive representative(s) (up to 2) would be authorized to communicate with newly hired employees in the applicable bargaining unit for up to thirty (30) minutes on paid County time.

If there are twenty-five (25) or less employees, one meeting shall be scheduled. If there are twenty-six (26) or more employees, meetings shall be scheduled with up to a maximum of twenty-five (25) employees per meeting. This agreement expires on June 30, 2025.

Work Location Access

The Union shall be able to designate fifteen (15) representatives (SEIU employees) for access to County work sites. The County agrees to allow authorized Union staff access to those employee lunch rooms which are used by employees in Units represented by the Union. A lunch room is defined as a specific space designated by the County for employees to take their meal break. Unofficial lunch rooms, rooms used by employees but not designated as lunch rooms are not lunch rooms for the purposes of this article. For County departments which have secured or safety sensitive locations, the County will provide alternative meeting locations. Lunch room access shall only be before and after work and during designated lunch periods and shall be for the purpose of disseminating information to and servicing represented employees. Such access shall not be used to promote or encourage job action(s). The Union shall provide HR&D with a list of authorized names at least five (5) days prior to the representatives' date of desired access in order to ensure departmental notification.

Authorized Union representative access to work locations for the purpose of investigating grievances as prescribed herein. The County agrees to provide a current listing of work locations and scheduled lunch times for employees represented by the Union.

ARTICLE 6 EMPLOYEE ORGANIZATION TIME OFF

Meetings with Management

The Human Resources and Development Department (HR&D) will represent the County in all meetings between Union Employee Representatives and the County addressing labor-management issues except when the Human Resources Director delegates such representation to departmental representatives. When a meeting is with HR&D, HR&D may ask management representatives of individual departments to attend in order to address issues specific to those Departments. The Union may request through HR&D that management representatives of individual departments attend. Such meetings may be requested by either party, meeting no more than once per month with a representative employed by SEIU. Any County employee representative release time to attend this meeting shall be subject to approval by a representative with HR&D.

The County and the Union agree that except in emergencies, meetings between the Union and County management will be arranged at least one weeks in advance and in no case later than two week. HR&D will arrange for the Employee Representatives' release time including a reasonable amount of travel time with affected department management.

The Union shall notify HR&D of the Union Employee Representatives, not to exceed a total of five (5) employees it desires to have released. The Union may also request participation by a management representative from an affected department, if any.

Employee Organization Time Off

The President, Vice President(s), Officers, Directors, or Stewards; hereafter called Union Employee Representatives as they are employed by the County, may upon written request of the organization, be granted temporary time off with pay not to exceed a total of forty (40) hours times the number of Units covered by this agreement per fiscal year. Such time may be used for any union business except the investigation of grievances. Sufficient advance notice shall be provided to the Human Resources Director so that release time may be arranged with the affected department(s). Release time for negotiations shall not be counted against the annual time allotment.

Union Employee Representatives

The Union shall be entitled to have a maximum of thirty (30) Union Employee Representatives, including the above-cited employee officers of the Union, to act as agents of the Union. The Union agrees to notify the County of the names of their Union Employee Representatives by Department/Agency and by location at the beginning of each contract year and on a quarterly basis as new Union Employee Representatives are selected. Notification shall be made to HR&D. HR&D shall notify the Union of the appropriate management representatives in each Department to be contacted by the employee representative(s) in carrying out his/her duties.

Only the thirty (30) Union Employee Representatives so designated pursuant to this section shall be recognized by the County to represent the Union in its dealings with the County.

The union may use any title or designation including Steward or Chief Steward for the Union Employee Representatives authorized under this section. The Union agrees that the County may rely upon representations, written or oral, made by any such Steward, Chief Steward or Union Employee Representative as an official communication or position of the Union.

Successor MOU Negotiations Release

Two (2) SEIU Chapter Officers and one (1) scribe along with one (1) employee from each of the units that SEIU represents shall be part of SEIU's successor MOU negotiations group. Upon commencing negotiations, SEIU may provide the County with the names of two (2) alternate employees that may participate if any members are absent. The County will provide a reasonable amount of time for employees to travel to and from the negotiations meetings.

Grievance Release Time – Investigation

The Union will be allowed a maximum of twenty-four (24) hours annually to investigate grievances and/or to observe working conditions stemming from grievances. Designated Union Employee Representatives may receive up to a maximum of two (2) hours of release time per grievance for investigative purposes, based on the twenty-four (24) hour annual limitation.

The Union Employee Representative will secure advance approval from his or her supervisor to conduct a grievance investigation in accord with this section. The supervisor, having first verified through HR&D that a balance of release time is available, may then grant the request and shall thereafter confirm the actual time used, document, and report as directed by HR&D. The request for such release time shall not unreasonably be withheld, provided however, operational necessity is grounds for not approving such requested release time.

The Union agrees to provide reasonable advance notice of grievance investigation visitations but in no event less than 72 hours to the Department Head or his/her designated alternate. The County reserves the right to require that such visitors be escorted. For County departments which have secured or safety sensitive locations, in particular the Sheriff's Department; Probation Department; District Attorney's Office(s); Child Support; Child Welfare Services; Public Defender's Office(s); and selected divisions of the

Health and Human Services Agency; the County will provide alternative meeting locations. With respect to secure and safety sensitive locations, agency/department management will meet with the union to determine under what conditions a physical examination of the worksite is relevant to the matter to be investigated. In the event Department/Agency management refuses to authorize such physical examination, the Union may appeal that decision to the Board of Supervisors.

The County and the Union also agree that all parties shall not handle the investigation of the grievance in a manner which promotes dissension and/or disruption in the workplace.

Grievance Release Time for Grievance Processing

For each of the steps in the Grievance process, a Union Employee Representative may represent the grievant at all formal meetings or hearings, including the informal first step with the employee. The Union Employee Representative shall receive advance approval from his or her supervisor and shall be released to participate in each step of the grievance process. There will be no charge to the Employee Organization Time Off or Union Grievance investigation time for these meetings.

Right to Representation Meetings (Weingarten Meetings)

A Union Employee Representative shall be able to represent employees in right to representation meetings. There will be no charge to the Employee Organization Time Off or Union Grievance investigation time for these meetings.

Skelly Meetings

A Union Employee Representative shall be able to represent employees in Skelly meetings. There will be no charge to the Employee Organization Time Off or Union Grievance investigation time for these meetings.

ARTICLE 7 DUES DEDUCTIONS

The Union shall have the regular dues and other voluntary deductions(s) of its bargaining unit members deducted from their paychecks under the following procedures:

The Union is solely responsible for distributing to, and collecting from, employees the dues and voluntary deduction authorization forms. It is the employee's responsibility to submit requests to start or stop dues/voluntary deductions directly to the Union and not to the County. The Union is responsible for maintaining the deduction forms from individual employees. Copies of an individual employee's deduction authorization need not be provided to the County unless a dispute arises about the existence or terms of the authorization. Questions regarding Union membership, dues amounts, and payroll deductions must be directed to the Union and not the County.

The Union will provide the County an updated, certified deduction list of bargaining unit members who have provided written authorization for deductions. The County will make deductions for only those employees who are in the bargaining unit in accordance with such certified list. The Union will notify the County on a weekly basis of any changes to an employee's deductions, including starting and stopping deductions, or validly cancelling or revoking a deduction authorization, and will provide the County, an updated, certified deduction list noting any specific changes from the last list provided to the County. The County shall not be obligated to put into effect any new, changed or discontinued deduction until a certified list of employees who have provided the Union with deduction authorization forms is submitted to the Payroll department in sufficient time to permit normal processing of the change or deduction. The County will implement the change(s) in the pay period following the County's receipt of such notification. The Union will pay the County's standard administrative fees for payroll deductions, which is currently estimated at \$.03 per employee for all dues paying bargaining unit members, per pay period. Upon written notice from either the County or the Union, the parties agree to reopen and meet within thirty (30) days to discuss either increasing or decreasing administrative fees. Following the County's deductions of these administrative fees, the County will transmit the balance of funds to the Union no later than thirty (30) days after such deductions occur.

In cases where an employee is not paid for a portion of the pay period and her/his salary is insufficient to cover part or all of the withholding of union dues or the statutory withholding obligations exceed the withholding of Union dues or service fees or charitable contributions, or the employee is temporarily assigned out of the bargaining unit, there shall be no withholding. In the case of an employee who is receiving long-term leave benefits during a pay period, no deduction shall be made. All legally mandated and statutory tax, required deductions for health care insurance deductions and Section 125 dependent care and medical reimbursement accounts, shall have priority over union dues unless the affected employee authorizes otherwise in writing to the Union and the County.

Indemnification/Hold Harmless Clause

The Union agrees to indemnify and hold harmless the County against all claims, 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, including claims for or related to employee authorizations, revocations, deductions made, cancelled, or changed in reliance on the Union's representations and certifications regarding employee dues deduction authorizations.

This section of the MOU is not grievable.

ARTICLE 8 ABUSIVE OF CONDUCT

The County and the Union agree that "bullying" and "abusive conduct" should not occur in the workplace. For purposes of this section, "bullying" or "abusive conduct" means conduct of an employer or employee in the workplace with malice that a reasonable person would find hostile, offensive, and unrelated to an employer's legitimate business interests. Abusive conduct may include repeated infliction of verbal abuse, such as the use of derogatory remarks, insults, and epithets; verbal or physical conduct that a reasonable person would find threatening, intimidating, or humiliating; or the gratuitous sabotage or undermining of a person's work performance. A single act shall not constitute abusive conduct, unless especially severe and egregious. That behavior can be from a supervisor to an employee, or the other way around. It also can occur between employees, or even come from a third party who visits the workplace.

ARTICLE 9 NON-DISCRIMINATION

There shall be no discrimination against any person because of race, color, religion, national origin, sex, sexual orientation, creed, political affiliation, ancestry, marital status, age, physical disability, or mental disability or any other criteria prohibited by law, either by the County or the Union.

The County and the Union agree that they shall not interfere with, intimidate, restrain, coerce or discriminate, and shall not take adverse action against any employee in his/her free choice to participate or join or refuse to participate or join the Union, or in an employee's choice to represent himself/herself in regard to his/her employment relations with the County.

ARTICLE 10 COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA)

The County and the Union recognize their obligation under the Americans with Disabilities Act (ADA). The County and the Union 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 County and the Union 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 11 EMPLOYEE RIGHT TO REPRESENTATION

Any represented employee covered by this agreement has a right to representation by the Union at a meeting with a supervisor which involves disciplinary proceedings. If such a meeting is set, the employee shall be verbally notified of same and of their rights under this section.

Any represented employee covered by this agreement has a right to representation by the Union at an investigatory interview meeting with a supervisor or the Human Resources Department. If such a meeting is set, the employee shall be verbally notified of same and their right to representation under

this section. Represented employees will be provided with verbal or written notice of such meeting with no less than three (3) day's notice (the three (3) day's notice shall not be applicable if the County determines that the matter warrants meeting sooner with the employee) of the meeting date and time to secure adequate representation.

ARTICLE 12 EMPLOYEE RIGHT TO KNOW

If a complaint or accusation against an employee is documented, the employee should be informed within ten (10) working days. If an investigation is conducted, the investigated employee need not be informed until the investigation is completed. When the investigation is completed, the employee should be informed of the results within ten (10) working days. Upon being informed, the employee may respond orally or in writing.

ARTICLE 13 DISCIPLINARY PROCEDURES

NOTICE OF PROPOSED DISCIPLINE

Employees who are subject to proposed discipline will receive written notice of the intention to discipline (commonly called Skelly Notice). Such notice shall include the reasons for the recommended action, the right to have Union representation, and the right to respond in writing or in person. The County will also provide a copy of the proposed discipline notice to the Union by electronic communication or by U.S. mail as soon as administratively possible after issuance to the employee if the employee was represented by the Union in the Right to Representation meeting process.

13.1 EMPLOYEE RIGHT TO RESPOND (commonly called the Skelly Review):

- A) At any time prior to the effective date, the employee subject to the proposed discipline may respond in writing to rebut the charges against him/her, or to state any mitigating circumstances; or, the employee may request an informal review by the Appointing Authority. The Appointing Authority will review the written record, including written statements and documents presented by the employee; discuss the proposed discipline with the Department Head; and determine whether the proposed action should be made final, should be modified to a lesser penalty, or should be withdrawn. While conducting his/her review, the Appointing Authority may meet with the employee and his/her representative and anyone else the Appointing Authority may deem appropriate to his/her review. The decision of the Appointing Authority is binding on the Department Head. The Appointing Authority may delegate this review to anyone he or she deems appropriate except someone who is otherwise directly involved in the administration or review of this proposed action.
- B) Reduction in pay, in lieu of suspension, shall be treated equivalent as suspension.
- C) The Nature of the Appeal (Skelly) Review: The Appointing Authority will review the employee's response and the written record, including documents presented by the employee, discuss the proposed discipline with the Department Head or involved human resources staff, and may make further inquiries for the purpose of determining whether the proposed action should be made final, should be modified to a lesser penalty, or should be withdrawn.
- D) The Post-Review Decision: The Appointing Authority will communicate his/her decision in writing to the involved appointing authority and send a copy to the employee. The decision of the Appointing Authority shall be final and binding on the County and the employee. The appointing authority shall then promptly serve the employee with a final notice of the discipline to be imposed.

When in the judgment of the Human Resources Director, if the Appointing has been privy to the detailed basis, and such knowledge would negatively impact the review process for the proposed discipline, the Human Resources Director may require a substitute Skelly Officer such as the Assistant County Administrative Officer or similar managerial position.

13.2 FINAL NOTICE OF DISCIPLINARY ACTION

Following issuance of the decision from the above review, the Appointing Authority shall prepare a Final Notice of Disciplinary Action which shall include the information provided in the Proposed Notice updated and/or adjusted to reflect the results of the above Appointing Authority review in a manner as prescribed by the Human Resources Director, or shall advise the Human Resources Director that no action will be taken, as appropriate. The notice shall be delivered to the employee, and a copy filed with the Human Resources Director before the effective date. The County will also provide a copy of the Final Notice of Disciplinary Action to the Union by electronic communication or by U.S. mail as soon as administratively possible after issuance to the employee if the employee was represented by the Union in the Right to Representation meeting process.

13.3 APPEAL OF A FINAL NOTICE OF DISCIPLINARY ACTION

For disciplinary actions consisting of a Formal Written Reprimand, Suspensions of 5 (five) days or less, or Reductions in pay of five (5) days or less, such actions shall not be appealable.

Disciplinary actions of Suspensions of six (6) days or more, Reductions in pay of six (6) days or more, Demotions, or Dismissals, shall be subject to appeal, per the "Notice of Appeal" below.

13.4 NOTICE OF APPEAL

An employee may file a written Notice of Appeal in response to a Final Notice of Disciplinary Action, according to the qualifications set forth above. A written Notice of Appeal, in a form acceptable to the Human Resources Director, must be filed with and received by the Human Resources Director within five (5) working days from the effective date of the disciplinary action as stated in the Notice. Failure to file a Notice of Appeal within this specified time period shall be deemed a waiver of any right to appeal the action taken. No exceptions to this failure-to-file time period will be permitted.

The Notice of Appeal must state:

- The reasons for the appeal
- The name of the employee's representative, if any.

Following receipt of a Notice of Appeal, the Human Resources Director shall immediately furnish copies of same, including any other relevant documents, to County Counsel.

A. Statement of Charges - Preparation

Within fifteen (15) calendar days after the receipt of the Notice of Appeal, the County Counsel's Office shall prepare and file with the Human Resources Director, a Statement of Charges. Such statement shall specify the Rules which the employee is alleged to have violated, and the acts or omissions with which the employee is charged.

B. Statement of Charges - Issuance

Upon the filing of the Statement of Charges, County Counsel shall either cause a copy thereof to be delivered to the employee personally, or sent to the employee by certified or registered mail at the last known mailing address of the employee on file in the Human Resources & Development Department. Included with the Statement of Charges shall be a form entitled "Notice of Defense" which, when completed, signed by or on behalf of the employee, and returned to the Human Resources & Development Department, will acknowledge service of the Statement of Charges.

C. Notice of Defense

Within fifteen (15) calendar days after service upon the employee of the Statement of Charges, an employee may file with the Human Resources Director a Notice of Defense in which the employee may:

1. Request a hearing. If the employee requests a hearing, the employee must indicate their estimation for the length of time necessary to present their case.
2. Object to the Statement of Charges on the ground that it does not state acts or omissions upon which the Appointing Authority may proceed.
3. Object to the form of the Statement of Charges on the ground that it is so indefinite or uncertain that the employee cannot identify the transaction or prepare a defense.
4. Admit the Statement of Charges in whole, or in part.
5. Present new matter by way of defense. No exceptions to the time period provided herein shall be permitted.

The Notice of Defense must specify every defense that the employee intends to rely upon. The employee shall be bound by the Notice of Defense and may not change the Notice of Defense unless revised as provided for herein. At any time prior to the submission of the matter to the hearing officer, the appellant may amend the Notice of Defense. Such right to amend shall include the right to amend according to proof at the hearing. All parties shall be given written notice thereof, except when the amendment is made according to proof at the hearing. If the amendment presents new matter, the Appointing Authority shall be afforded a reasonable opportunity by the hearing officer to prepare a response thereto.

The employee shall be entitled to a hearing on the merits of the charges. If the employee files a Notice of Defense, any such notice shall be deemed a specific denial of all parts of the accusation not expressly admitted. Failure to file a Notice of Defense shall constitute a waiver of the employee's right to a hearing. Unless objection is taken as provided above, all objections to the form of the Statement of Charges shall be deemed waived.

The Notice of Defense shall be in writing; signed by, or on behalf of, the employee; and shall state the employee's mailing address.

13.5 HEARING / Administrative Law Judge:

1. Hearings before an Administrative Law Judge (ALJ) are subject to the availability and schedule of the ALJ. There shall be no back pay for any period beyond sixty calendar days.
2. County Counsel shall contact the State Office of Administrative Hearings and ascertain presently available dates when a Hearing Officer might be available to conduct a formal disciplinary hearing pursuant to these Rules and shall notify the employee of such dates, and of the dates on which the County's representative will be available for the hearing.
3. The employee shall then deliver to County Counsel, within ten (10) calendar days, the employee's choice of the available dates for the hearing. Such dates shall not be inconsistent with the dates provided by the County or indicated to be available by the Office of Administrative Hearings. The employee shall concurrently provide notice of the name and address of any party

who might be representing the employee at the hearing.

4. County Counsel shall thereafter give the employee notice of the time, date, and place of the hearing. Said notice shall either be delivered to the employee personally or sent to the employee by certified or registered mail, at the last known mailing address of the employee on file in the Human Resources & Development Department.

5. Should the employee fail to provide a written list of available dates within the timelines indicated above, the appeal shall be dismissed.

The following procedures apply:

a. The County will obtain from the Office of Administrative Hearings ("OAH") a list of consecutive dates on which ALJs are available to hear an appeal of the estimated duration. The hearing will then be scheduled, from the OAH list of available dates, on a date or dates when all parties and their representatives are available.

b. A mandatory pre-hearing conference shall be scheduled by agreement between the County Counsel's office and the employee and his or her representative, if any, not less than sixty (60) days prior to the date set for the hearing. County Counsel shall initiate this process. If the parties are not able to agree to a date for the pre-hearing conference, the date shall be set by the OAH.

c. Appellant's failure to appear at the hearing, or failure on more than one occasion to cooperate with the scheduling of the hearing, the pre-hearing conference procedures, or to abide by the hearing processes necessary to enable the matter to be timely heard, without good cause as determined by the ALJ, shall result in forfeiture of the case or be deemed an abandonment of the appeal.

The County will provide written notice to the employee and his/her representative upon the first incidence of failure to cooperate. If, within five (5) workdays, the employee fails to correct the problem that triggered the notice, such failure shall be deemed a separate incidence of failure to cooperate.

d. The hearing will be closed to the public unless the employee requests in writing that it be open to the public. Notwithstanding, where a hearing is open, either party may request that the ALJ close portions of the hearing where sensitive, confidential, or sensational material may be presented or discussed.

e. Although it is the employee who is appealing the disciplinary decision, the burden of proof is on the appointing authority regarding the facts upon which the discipline was based and the correctness of the penalty imposed.

f. All witnesses who are not parties may be excluded from the hearing by the hearing officer except when testifying. If the employee does not testify in his or her behalf, the employee may be called and examined as an adverse witness. All testimony shall be taken under oath or affirmation.

g. The hearing is not required to be conducted according to technical rules relating to evidence and witnesses. Any evidence upon which reasonable persons might rely in the conduct of their everyday affairs may be admitted. Subject to the provisions herein regarding pre-hearing conferences, any relevant evidence shall be admitted if it is the sort of evidence which responsible persons are accustomed to rely upon in the conduct of serious affairs. Hearsay evidence may be used only for the purpose of explaining or supplementing other evidence, or where otherwise

corroborated. Persons who provide direct testimony may be called by the other party for cross-examination under oath. Cross examination shall be limited to those areas covered in their prior testimony, unless the ALJ permits otherwise. The ALJ controls which evidence is admitted, and may exclude evidence which is irrelevant, cumulative or otherwise found to be not probative.

h. The proponent of any evidence is responsible to obtain and present clean and legible evidence in sufficient copies for all parties, including the ALJ, and for the court reporter.

i. The ALJ may take official notice of any matter which maybe judicially noticed.

j. Each party shall have the right to subpoena witnesses. The Board of Supervisors, or Office of Administrative Hearings, will, on request, issue in blank subpoenas.

k. Except for rebuttal testimony, modification of position statements or newly discovered facts, documents of witnesses, or information not shared at the pre-hearing conference shall not be presented to or considered by the ALJ. The ALJ may, but is not required to, modify this provision and permit such evidence for good cause and in a manner which is fair to both parties.

l. All testimony is to be taken under oath or affirmation. A certified Court Reporter shall record all testimony.

m. The ALJ shall prepare a record of the proceedings, and shall, within thirty (30) days of the completion of the hearings, prepare recommended findings, conclusions and a recommended decision. The hearing officer shall promptly file the record of the proceedings and the recommended findings, conclusions and decisions with the Board of Supervisors.

n. Within a reasonable time, but no sooner than one week nor longer than thirty (30) calendar days, after filing of the recommended findings, conclusions and decision, the Board of Supervisors shall, after a review of the record, adopt such recommended findings, conclusions and decision, or shall reject the recommendations in whole or in part, and adopt its own findings, conclusions and decision. The Board of Supervisors shall affirm, modify or reverse the order of the Appointing Authority. The decision of the Board of Supervisors shall be final and not subject to rehearing or reconsideration.

o. The Clerk or the Board of Supervisors shall provide written notice of the decision of the Board of Supervisors to County Counsel, to the involved appointing authority, and to the employee. That notice shall recite. (Writ issue)

p. Judicial review of a decision of the Board of Supervisors made after a hearing pursuant to this Rule shall be made pursuant to Section 1094.6 of the Code of Civil Procedure of the State of California, if the Board determines that the employee shall be dismissed, demoted or suspended. The method of judicial review, the time limits for judicial review, and all of the other provisions of said Section 1094.6 shall govern such judicial review. When giving written notice to the employee of the decision of the Board of Supervisors, the Board shall provide notice to the employee that the time within which judicial review must be sought is governed by said Section 1094.6.

For purposes of this article, all mail shall be deemed received within five (5) business days of mailing.

ARTICLE 14 GRIEVANCE PROCEDURE

A. DEFINITION, SCOPE AND RIGHT TO FILE

A grievance is a claimed violation, misinterpretation, inequitable application or non-compliance with provisions of a County:

- 1) Collective bargaining agreement,
- 2) Ordinance,
- 3) Resolution,
- 4) Written Rule,
- 5) Written Regulation, and/or
- 6) Written Policy.

The following are not grievable through this process:

- 1) Matters, such as Disciplinary Actions and Performance Evaluations, reviewable under some other established County administrative appeal procedure;
- 2) Employment examinations;
- 3) Appointments to a position;
- 4) The Board of Supervisors exercise of legislative or judicial authority and the authority to appropriate funds and adopt the budget; and/or
- 5) Discrimination complaints reviewable under the County's discrimination complaint procedure.

A grievance may be filed by an employee in his or her own behalf, or jointly by any group of employees. At the employee's request, a Union Employee Representative may assist in the preparation of the grievance during non-work time. The County shall post an electronic copy of the grievance form on the County's internet and/or intranet site(s), as soon as administratively possible.

B. DISCRIMINATION COMPLAINTS

Discrimination complaints shall be handled in accordance with Personnel Rule 14.

C. INFORMAL GRIEVANCE

Within ten (10) work days of the event giving rise to the grievance, the grievant shall present the grievance informally for disposition by the immediate supervisor or at any appropriate level of authority within the department. Provided however, if the grievant could not have reasonably known of the event giving rise to the grievance the grievant may file a timely grievance after five (5) working days but in any event no later than 30 calendar days after the event giving rise to the grievance. The immediate supervisor (or other appropriate level of authority) shall respond informally within ten (10) work days. Presentation of an INFORMAL grievance shall be a prerequisite to the institution of a formal grievance.

D. FORMAL GRIEVANCE

Step 1

If the grievant believes that the issue(s) of the grievance have not been resolved within ten (10) work days of the informal presentation, he or she may initiate a formal grievance within ten (10) work days thereafter. A formal grievance can be initiated by completing and filing a County Employee Grievance Form with the Human Resources & Development Department. The form shall contain:

- 1) Name(s), class title(s), department(s) and mailing address(es) of the grievant(s);

- 2) A clear statement of the nature of the grievance (citing the applicable ordinance, rule, regulation, or contract language);
- 3) The date upon which the event giving rise to the alleged grievance occurred;
- 4) The date upon which the informal discussion with the supervisor or department management took place;
- 5) A proposed solution to the grievance;
- 6) The date of the grievance form;
- 7) The signature of the grievant(s); and
- 8) The name of the organization, if any, representing the grievant(s) followed by the signature of the organization's representative.

Within ten (10) working days after a formal grievance is filed, the Supervisor or Manager shall investigate the grievance, confer with the grievant in an attempt to resolve the grievance, and make a decision in writing. The Appointing Authority may first seek to resolve the issue(s) through a meeting including the grievant and such staff as the grievant's supervisor, a manager of that supervisor and/or a department Human Resources specialist.

Step 2

- a) If the grievance is not resolved in Step 1 to the satisfaction of the grievant, he or she may, within not more than ten (10) work days from his or her receipt of the Supervisor's or Manager's decision, request consideration of the grievance by the Appointing Authority, by so notifying the Human Resources & Development Department in writing.
- b) Within ten (10) work days after such notification, the Appointing Authority shall commence investigation of the grievance, confer with the grievant and other persons affected and their representatives (if any) to the extent he or she deems necessary, and render a decision in writing.
- c) If the written decision of the Appointing Authority resolves the grievance to the satisfaction of the grievant, it shall end the grievance process.

Step 3

Within ten (10) work days of the grievant receiving the Step 2 response, the grievant may request mediation, which shall be subject to mutual agreement between the grievant and the Human Resources Director. The parties shall obtain the services of a mediator from the State Mediation and Conciliation Services in an effort to resolve the grievance. If mutual agreement between the grievant and County is not reached on a resolution to the grievance, the grievant may file for Step 4 within ten (10) work days of the mediation meeting. If mediation is not agreed to, then the grievant shall file for Step 4 within ten (10) working days of the Human Resources Director's response.

Step 4

- a) A final appeal may be filed by the grievant, in writing, with the Human Resources & Development Department not more than ten (10) work days from receipt of the Step 3 response.
- b) The grievance will be reviewed by the Grievance Panel, which shall serve as the neutral factfinder, consisting of one County employee selected by the grievant, one person appointed by the department and

one member appointed by the Board of Supervisors. Persons selected to serve on the Grievance Panel shall not have any personal knowledge or interest in the matter being aggrieved. The Board appointed member shall serve as the Panel Chair. The Grievance Panel shall convene within thirty (30) days of the appointment of the Panel.

c) A grievant shall have the opportunity to present the grievant's argument before the Grievance Panel. The parties shall have the right, but is not required to, submit evidence, call witnesses to provide sworn testimony, and submit legal briefs on the aggrieved matter. The parties shall exchange witness names and contact information, scope of witness testimony, and any other evidence to be presented at the hearing no later than 20 days prior to the date of the hearing. If the grievant chooses to waive these rights, he or she must sign a waiver and acknowledgement that the grievant is knowingly and voluntarily accepting the panel's resolution as final and binding.

d) Failure on the part of the County or the grievant to appear before the Grievance Panel, without good cause as determined by the Panel Chair, shall result in forfeiture of the case.

e) The decision of the Grievance Panel shall be made in writing within thirty (30) calendar days after the grievance appeal hearing record has closed. The decision of the Grievance Panel shall be final and binding on all parties, subject to ratification by the Board of Supervisors if the decision requires an unbudgeted expenditure.

E. GENERAL CONDITIONS

The Human Resources & Development Department shall act as the central repository for all grievance records. The Human Resources & Development Department will be sent a copy of the decision at each level or step.

Any time limit may be extended only by mutual agreement in writing.

An aggrieved employee may be represented by any person or by the organization certified as the representative for the Representation (Bargaining) Unit in which the aggrieved employee is included. The representative shall be a non-attorney lay advocate unless otherwise mutually agreed in advance that both parties may be represented by attorneys. The representative is entitled to be present at all formal meetings, conferences and hearings pertaining to the grievance.

At any level, in order to provide a timely and appropriate response, the named County official may delegate the handling of the grievance.

At any level, should either party raise a procedural issue such as, but not limited to, whether the other party filed or responded in a timely manner or whether a particular issue falls within the jurisdiction of the grievance procedure; the County Administrative Officer (CAO) shall meet with the parties within five (5) work days solely to hear and rule on the procedural issue(s). The CAO will issue his ruling within five (5) work days. The decision of the CAO shall be final and binding on all parties. The processing of an appeal shall be considered County business with the aggrieved employee and the representative (if a County employee) shall receive reasonable release from duty for this purpose without loss of pay.

ARTICLE 15 HEALTH AND SAFETY

In accordance with the requirements of the Occupational Safety and Health Act of 1970, as amended, as outlined in OSHA Mandate No. 3203, the County of Tulare shall provide a safe and healthful work place.

The Board of Supervisors by Resolution No. 78-1093 adopted a Safety Statement for the County which sets out the responsibilities for safety within the County work environment including:

1. The Risk Management has the responsibility for the implementation of loss prevention and safety measures and will utilize and expect to receive full support from all departments of the County.
2. Department Heads will integrate accident prevention and property conservation measures with all operations. The Department Head, Department Safety Representative, or other designee is responsible for administering the Safety Program in each department, arranging Safety meetings, conducting Safety Inspections, and reporting periodically to Risk Management. In addition, the Department Head is responsible for the promotion of prevention of accidents in their areas, for the removal of hazards and the correction of unsound practices as well as department representation at County-wide Safety meetings.
3. Each employee has responsibilities to self, family, fellow workers and employer to practice the standards of property conservation and safety that have been established for the County. Each employee must understand and accept the fact that loss prevention is an important part of the job.

It shall also be the responsibility of every employee to immediately report every safety incident to their supervisor. Each employee is required to read the County Safety Rules and Regulations which are available in every department or from Risk Management. These rules and regulations are contained in Risk Management's Procedures Manual which shall be the governing manual for the safety program.

The annual physical required for a Class A or B Driver's License, when required for County employment, shall be performed by the County at no cost to the employee. It shall be the employee's responsibility to contact the coordinator designated by their department far enough in advance so as to allow reasonable time for the scheduling of the physical.

The Health Department shall provide high risk employees (those regularly in direct contact with patient body fluids) covered by this contract, with the voluntary opportunity for vaccine for Hepatitis B subject to pre-screening for acquired immunity.

The Union shall have three (3) seats on the County-Wide Safety Review Committee. Such representation shall be employees selected by the Union from units 1, 2, 3, 4, 6, or 7.

The Health & Human Services Agency TulareWORKS division has approximately twenty-five (25) employees out-stationed at non-County operated facilities such as hospitals and medical clinics to provide County services. Due to State of California regulatory changes (Title 22), employees working at these sites will now be subject to Tuberculosis (TB) testing. Employees with a positive TB test will be relocated to a TulareWORKS office. Employees that refuse to comply with the TB testing requirement will be relocated to a TulareWORKS office. The cost for the TB test shall be borne by the Agency. The test result shall only be known on a need to know basis and the Agency shall maintain such records on a confidential basis. The Agency shall only provide the hospital or medical clinic with an "Attestation" form that states a negative test result. This testing shall commence following the Board of Supervisor's approval of this agreement.

The following classifications in Solid Waste are required to have a current tetanus and Hepatitis B vaccinations: Assistant Refuse Site Supervisor, Refuse Site Caretaker, Refuse Site Attendant-B, Engineering Technician I/II/III/IV, Heavy Equipment Mechanic I/II/III, Heavy Equipment Superintendent, Refuse Equipment Operator I/II/III, Refuse Site Attendant I/II, and Refuse Site Supervisor. The department shall pay for the costs of the vaccinations.

**ARTICLE 16
HEALTH TRAINING**

1. Eligibility Criteria

a) Scope

In addition to existing Health and Human Services Agency (HHS) policy on sponsored educational leave, a Physician Assistant, Registered Nurse, Licensed Vocational Nurse, Public Health Nurse or a Nurse Practitioner shall be entitled to five (5) days leave without pay each year to attend courses, institutes, workshops, or classes of an educational nature, provided:

- 1) The employee applies in advance in writing specifying the course(s), institute(s), workshop(s), or class(es) the employee wishes to attend.
- 2) The employee obtains permission from the Branch Director to attend.
- 3) Such leave shall not interfere with staffing.

b) No Unreasonable Denial

Permission for such educational leave will not be unreasonably denied.

2. Yearly Basis

The covered employee shall be eligible for five (5) days educational leave as provided above on an Anniversary Year basis upon the completion of ninety (90) days of employment.

**ARTICLE 17
SENIORITY, SCHEDULES AND ASSIGNMENTS**

The appointing authority/Department Head shall consider seniority, workload, and departmental needs in the scheduling of hours, vacation and job assignments.

**ARTICLE 18
SCHEDULE CHANGES**

Except in emergencies, changes in the normal work schedule for starting times and days off for employees will be posted five (5) working days prior to the effective date of such change.

**ARTICLE 19
EMPLOYEE WORK LOCATION**

Each employee shall be assigned a work location. Travel time to a work location in a town other than the town of the assigned work location shall be considered time worked. Permanent involuntary changes in an employee's work location from one town to another shall require a two week notice to the employee (except in emergency). When an employee is permanently, involuntarily transferred anywhere more than 20 miles from his/her assigned work location, the County shall reimburse the employee at the current County mileage rate for the net difference between the employee's previous commute miles and the

employee's new commute miles for the first two weeks of the reassignment.

ARTICLE 20 ALTERNATIVE WORK SCHEDULES

An employee or a group of employees may, after discussion with their division manager and upon mutual agreement with their appointing authority/Department Head, establish alternate work schedules and/or work hours including, but not limited to, 4-10 work week or 9-80 bi-weekly schedules. The appointing authority/Department Head may establish "core" work hours and/or work days to meet the needs of the department. This agreement shall be considered consistent with and subject to Personnel Rule 4.3.7.

ARTICLE 21 VOLUNTARY REDUCTION IN HOURS

Upon agreement with the appointing authority/Department Head and approval of the County Administrative Office, an employee may reduce his or her working hours. Reductions shall be in increments of eight (8) hours up to a maximum of fifty percent (50%) of the hours normally worked by a similar full time regular employee.

When a vacancy exists in the same or closely similar position in the same classification, an employee may restore hours previously reduced. Restoration of hours shall also be in increments of eight (8) hours.

Restoration to full time positions shall be by seniority. Employees who have voluntarily reduced hours shall have the right to restoration of hours prior to employees who have been laid off. A reduction in hours is defined as a voluntary reduction of hours for which employees who reduce hours shall accrue wages and benefits and perform workload assignments on a pro-rata basis.

ARTICLE 22 PERSONNEL FILES

Employee(s), or a Union staff representative with the written consent of the employee(s), shall be entitled to review the contents of their official departmental or County personnel file at reasonable intervals, upon request, during hours when the Human Resources & Development Department is open for business. Such review shall not interfere with the normal business of the department.

No disciplinary document (i.e., Formal Reprimand, Notice of Proposed Disciplinary Action of Suspension, Demotion or Dismissal) and no counseling document (i.e., performance appraisal form and/or Memorandum of Counseling) shall be placed in an employee's official departmental or County personnel file until such employee has had the opportunity to review the document and discuss it with the issuing party.

The employee shall acknowledge that he/she has read such material by affixing his/her manual signature on the actual copy to be filed. The material shall state that such signature merely signifies that he/she has read the material to be filed and that such signature does not necessarily indicate agreement on its contents. The material shall also state that the employee may submit comments for attachment to the filed material. Refusal by the employee to sign the material shall be so noted. A copy of the annotated material shall be given/sent to the employee.

Materials and/or documents determined through the grievance procedure or through other formal appeal process(es) to be inappropriate shall, upon written request from the employee, be sealed.

**ARTICLE 23
PROBATIONARY PERIOD**

Probationary periods are in accordance with Personnel Rule 18.

**ARTICLE 24
EMPLOYEE BENEFIT PLAN**

The County has implemented a cafeteria style benefits program that offers health flex benefit 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

1. The County froze the benefit amount for all employees at the dollar amount in effect on September 1, 2008 and eliminated the percentage factor in calculating future benefit amount changes. Using the existing benefit amount formula in place on September 1, 2008, the County established a fixed benefit amount for new hires at Step 1 of the job classification. Employees hired on or after September 1, 2008 who enrolled in the County health plan received this fixed benefit amount.
2. For 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 2023, 2024, and 2025 premiums charged for the \$750 deductible employee-only medical, dental, vision, and \$10,000 life insurance coverage. The increase to the benefit amount will coincide with the premium increase for plan years 2023, 2024, and 2025.
3. Migration between tiers for bargaining units that have a different benefit amount for various levels of dependent coverage. Whenever an employee, either during the year due to a qualifying event or at open enrollment, elects to change their coverage to add beneficiaries or remove beneficiaries from their health plan the following procedure will apply:

Their Applied Benefit Amount will be increased or decreased by the dollar amount difference between the tiers from which and to which they migrate. If the employee in the employee only plan adds a dependent spouse, they would receive the increased dollars on the schedule below when they add the dependent spouse. Conversely if an employee with a dependent spouse on the plan removes that dependent spouse from the plan and is enrolled in the employee only plan, they would lose the Tier dollars based on the schedule below.

- i. Employee plus Spouse: \$180 per pay period
- ii. Employee plus Child(ren): \$180 per pay period
- iii. Employee plus Family: \$260 per pay period
- Employee plus Family: \$285 per pay period (effective for the 2024 Health Plan Year)
- Employee plus Family: \$310 per pay period (effective for the 2025 Health Plan Year)

4. All employees hired on or after August 2, 2009, and who validly waive participation in the County's health insurance program, shall receive in lieu of contribution to the health plans \$1,000 per year for the term of this agreement, payable on a prorate basis per pay period whenever a benefit amount is also paid.
5. In the event an employee is promoted, and the benefit amount of the promotional position is less than the employee's current benefit amount, the employee's benefit amount shall be Y-Rated (in accordance with Personnel Rule 2.71).

B. Pro-Rated Benefit Amount for Partial Year Eligibility

Full time employees eligible for only part of the Plan Year will only be allotted a health flex benefit amount 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.

C. Benefit Level

The employee may choose the level of each benefit that best fits the employee's needs, subject to provider contracts. 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 & Development Department showing that they are covered pursuant to paragraphs A through C 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.
3. 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.

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.

- E. 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 Memorandum of Understanding are subject to the same terms and conditions described herein as employees participating in the County's insurance program. Employees shall receive their allotted benefit amount and a deduction for their selected health plan package equal to the cost of the premium for the health plan package selected. If the cost of the health plan package selected is less than the employee's allotted benefit amount, then the difference between their benefit amount and the total cost of the premium for the plan selected shall be taxable earnings.
- G. **Eligibility**
Coverage becomes effective the first day of the month following thirty (30) days of employment. Employees shall become eligible to receive their benefit amount or cash-in-lieu of medical benefits on their fourth (4) paycheck.

ARTICLE 25 HEALTH PLAN DESIGN REVIEW

The County and the Union agree to meet on a quarterly basis each year, along with such other employee organizations that choose to participate, to identify and review all reasonably available large group health plan options for the following plan year. It is our intent to find one or more plans that best balance plan services and coverage with premium cost.

All parties, including the County and the Union, will freely exchange ideas, concerns and constraints so that the resultant recommendation will represent the best efforts of those parties. The County and the Union will make a good faith effort to participate fully and to reach a consensus on a health plan recommendation to the Board of Supervisors that fully considers the range of viable plan options given Federal, State or Local legislation for the ensuing plan year. In so doing, the County and the Union will evaluate alternate plans and plan design changes. Should this process not result in a consensus recommendation, all final recommendations will be presented to the Board of Supervisors.

The discussions under this article will focus on health plan design, including type of plan, benefit levels, and plan use disincentives such as co-pays and percentages of participation.

The Union shall have one (1) Union Employee Representative for each bargaining unit that the Union represents to be part of the Health Plan Design Review Committee. The Union shall select one (1) representative from each bargaining unit and they shall be from separate departments. The County will notify the Union in advance of the quarterly meetings and the Union shall be responsible for notifying the County of which representatives are desired for release.

ARTICLE 26 SPECIAL PAYS

COMMUNICATION CENTER TRAINING DIFFERENTIAL

Emergency Dispatcher II's who are assigned as trainers by departmental staff shall receive a pay differential of three percent (3%) of their base hourly salary during the actual time they are assigned and working as trainers.

CRIMINAL JUSTICE PAY

Any Unit 4, 6, and 7 employees covered by an agreement to provide direct patient service to an incarcerated patient in a criminal justice facility shall receive an additional fifteen percent (15%) of his or her base hourly salary during the actual time they are assigned to provide direct patient service to an incarcerated patient in a criminal justice facility on an actual hours worked basis. Employees in such positions will be subject to background investigations and finger print checks.

NURSE PRACTITIONER CERTIFICATION PAY

Qualified employees in the Nurse Practitioner classification who are assigned duties as a "Midwife" shall receive an additional fifteen percent (15%) of their base hourly salary and begins with notification of full qualification and assignment. Employees qualify by:

- 1) County acceptable "midwife" Certification; and
- 2) Possessing credentials for privileges at County designated participating hospitals; and
- 3) Performing the duties of a midwife for women with medically uncomplicated pregnancies and deliveries.

MASTER'S DEGREE STIPEND

Authorized representatives for the County of Tulare, its Health & Human Services Agency and SEIU have met and conferred regarding the provision of a stipend for employees who meet the following eligibility requirements: the employee is classified as a 1) Social Services Worker III-CWS, 2) Social Services Worker III-CWS-Lead, or 3) CWS Supervisor, and has a Masters of Social Work (MSW) degree, with a minimum of one (1) year experience as a Social Services Worker or above, in Child Welfare Services or Child Protective Services divisions within the previous four (4) years.

The County shall provide a stipend of \$230.77 per pay period for full time employees (part-time employees shall receive a pro rata amount based on their assigned hours) who meet the eligibility requirements noted above. Consistent with the Fair Labor Standards Act (FLSA) the stipend is added to the regular rate of pay to determine the weighted overtime rate of pay.

DISTRICT SUPERVISOR DUTY PAY

Agricultural & Standards Inspector III's (ASI) that are assigned "District Supervisor" duties by the department shall receive an additional pay in the amount of three percent (3%), based on an employee's assigned hours (40 hours for a full time employee) for the work week. As these duties are separate and distinct above the regular duties of other ASI III's, the department shall compensate such employees with

this duty assignment. The department shall have the sole discretion to assign or revoke this duty assignment, based on the employee's performance and/or business needs of the department. This additional pay shall become effective commencing with the first full pay period following Board of Supervisor approval and thereafter upon the department's assignment of District Supervisor duties to an ASI III.

TOOL ALLOWANCE

The classifications of Heavy Equipment Mechanics, Welder Mechanics, or other employees as directed by the Resource Management Agency Director, will be required to provide their own basic mechanics hand tools and secure storage device such as a toolbox or bag. Any additional tools not required, care for the required tools, or replacement of the required tools will be the ongoing responsibility of the employee.

In consideration for providing tools under this section and to reimburse employees for replacement and usage of tools, the County shall provide the following additional compensation:

- 1) One thousand dollars (\$1,000.00) upon the passing of the employee's probationary period.
- 2) Two-hundred and fifty dollars (\$250.00) annually on the first pay date period of December. This amount will not be paid until the employee has successfully completed their probationary period. This amount is paid retrospectively, not prospectively, and will be pro-rated based on the number of calendar days since their last payment of this type.

CHILD WELFARE SERVICES (CWS) ALTERNATE SHIFT

CWS Social Worker III's and Social Worker Leads/Supervisors who work the 2nd alternate shift shall receive a pay differential of four percent (4%) of their base hourly wage for the actual time they are assigned and working the 2nd shift.

DEPARTMENT OF CHILD SUPPORT SERVICES- Child Support Specialist III: Lead Duties

Child Support Specialist III's that are selected to perform specialized lead duties shall be compensated with a 3% additional pay. The duties will primarily consist of, but not be limited to the following: case reviews, training and development of Child Support Specialist I's, II's and III's, and covering for short term absences of a Supervising Child Support Specialist. It shall not be the responsibility of the Child Support Specialist III acting as a Lead to discipline or formally evaluate other Child Support Specialists. CSS's may provide feedback related to the performance of other SA's to supervisors.

The department will identify the number of Child Support Specialist III's that are needed for this duty assignment and will initially post and/or email notice to employees and invite employees that are interested in this assignment to submit a Letter of Interest. The department will review, interview, and select employees based on their knowledge, skills, and ability to function in this lead capacity. The department shall have the sole discretion to assign or revoke this duty assignment based on the employee's performance, the business needs of the department, and available funding. Depending upon the needs of the department and the availability of interested and qualified employees, a limitation in this assignment may be exercised.

Emergency Response Unit

Employees in the classifications of CWS Social Service Worker III, Lead CWS Social Service Worker III, and CWS Supervisors permanently assigned to work in the CWS Emergency Response Unit will receive an additional pay of 10% for all hours worked and for paid leave hours. The alternative second shift will be paused and those employees will be placed on a day shift in the Emergency Response Unit. Effective the first day of the pay period of the day shift assignment, the

night shift differential for those employees changing from second shift to day shift will cease. The alternative second shift may be staffed again when deemed appropriate by the department. Employees will be placed in a rotation for on call to cover Monday thru Friday shifts of 5:00 pm to 8:00 am and weekend shifts of Friday – Saturday 5:00 pm to 8:00 am; Saturday and Sunday 7:30 am to 5:30 pm; Sunday 5:30 pm to 8:00 am; and holiday weekday shifts of 8:00 am to 5:00 pm.

The 10% additional pay for working in the CWS Emergency Response Unit will cease on the effective date of an employee no longer working in the CWS Emergency Response Unit.

ARTICLE 27 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 therefore.

ARTICLE 28 TRAVEL ADVANCE

Upon the written request of the employee and the approval of the Department Head at least five (5) working days in advance of departure and in accordance with the requirements of the County Auditor-Controller, the County will advance to employees the estimated covered expense for out of County travel in accordance with Administrative Regulation #1.

ARTICLE 29 NIGHT SHIFT DIFFERENTIAL

- (a) Employees covered by this agreement who are permanently scheduled to work a shift in which four (4) to six (6) hours of their basic work day fall between 6:00 p.m. and 6:00 a.m. shall receive an additional four percent (4%) of their base salary rate for each such shift worked.
- (b) Employees covered by this agreement who are permanently scheduled to work a shift in which six (6) or more hours of their basic work day fall between 6:00 p.m. and 6:00 a.m. shall receive an additional six percent (6%) of their base salary rate for each such shift worked.
- (c) The Sheriff and Fire Chief, or designee, will establish regular work schedules for Emergency Dispatchers. Eligibility for Shift Differential will be in increments of no less than a full pay period and within the criteria set forth in section (a) & (b) above.
- (d) Flex hours may not be used to qualify for Night Shift Differential.

HHSA

Self Sufficiency Counselors I-III and Self Sufficiency Supervisors who are assigned to support Covered California enrollment at the Tulare Processing Center and who are scheduled to work a shift in which three (3) or more hours of their scheduled shifts fall between, a) 6:00 p.m. - 9:00 p.m. Monday through Friday, and b) are scheduled to work a Saturday shift, shall receive a six percent (6%) shift differential, based on an employee's assigned hours (40 hours for a full time employee) for the work week. The shift differential shall become effective commencing with the first full pay period following the Board of Supervisor approval of this agreement.

FOR UNIT 2 CLASSIFICATIONS:**JURY/WITNESS DUTY**

1. Employees covered by this MOU that are required to work on a night shift as defined in (a) or (b) above and who spend a minimum of six (6) hours in one day:
 - a. as a prospective juror, or b.
as a juror, and/or
 - c. are required to wait and/or as a legally required witness,

shall receive their regular pay for that day and shall not be required to work their regular night shift provided that employee notifies his/her supervisor at the beginning of the first County workday following notice to the employee to appear for jury duty or as a legally required witness, and the employee contacts his/her supervisor immediately after court is recessed for the day each day of the trial.

The department may require the employee to report to an assignment determined by the department for the remainder of the day shift for a time period equal to the employee's normal shift minus the time spent on Jury/Witness duty. Travel from the court to the work site shall be considered time worked.

2. If the employee serves less than six (6) hours, the employee shall, at the department's sole discretion, either:
 - a. report to an assignment determined by the department for a time period equal to the employee's normal shift minus the time spent on Jury/Witness duty, or
 - b. report to the employee's normal assignment and work a time period equal to the employee's normal shift minus the time spent on Jury/Witness duty. The department shall determine the start time within the employee's shift, but will endeavor to make it at a time that allows a maximum of rest time for the employee.
 - c. When the Department requires the employee to report directly from court duty to work, travel from the court to the work site, shall be considered time worked.

ARTICLE 30 HOLIDAYS

All employees shall be entitled to the following holidays:

- a) January 1st (New Year's Day)
- b) Third Monday in January (Martin Luther King, Jr. Birthday)
- c) Third Monday in February (President's Day)
- d) Last Monday in May (Memorial Day)
- e) June 19th (Juneteenth)
- f) July 4th (Independence Day)
- g) First Monday in September (Labor Day)
- h) November 11th (Veteran's Day)
- i) Thanksgiving Day

- j) The Day after Thanksgiving Day
- k) December 24th (Christmas Eve Day)
- l) December 25th (Christmas Day)
- m) Every day appointed by the President or Governor, and approved by the Board of Supervisors, for a public fast, thanksgiving, or holiday.
- n) One Personal Holiday to be taken off at the request of the employee with departmental approval (i.e., no set date). The personal holiday for a given year is credited July 1 and must be used by the following June 30 or it is forfeited. This day shall be taken in increments of two (2) hours or may be used to complete a full day on a County holiday for those working an alternative work schedule such as a 9/80 or 4/10 work period. The Personal Holiday balance shall be shown on the paystub. The first eight (8) hours of required work on a County holiday shall be credited as vacation time on an hour for hour basis. Nevertheless, time worked on a Holiday shall continue to count as time worked for overtime purposes. Probationary employees may use paid leave to bring an eight-hour holiday up to the employee's scheduled workday.

Except as provided above, Holidays shall be conducted in accord with Personnel Rule 6.6.

**ARTICLE 31
VACATION**

A. VACATION LEAVE: Tulare County Personnel Rule 6.8 shall be modified as follows:

6.8 VACATION LEAVE

6.8.1 Vacation Leave Entitlement/Accumulation

Employees shall accrue vacation based on their years of service:

- 0-3 years of employment = 2 weeks of vacation per year.
- 3-7 years of employment = 3 weeks of vacation per year.
- 7-11 years of employment = 4 weeks of vacation per year.
- More than 11 years of employment = 5 weeks of vacation per year.

This vacation entitlement is based on the following schedule which provides for the accrual of vacation for each one (1) hour of service other than overtime in each pay period:

Years of Continuous Service*	Pay Periods of Continuous Service	Earning Rate Per Hour	Earning Rate Hours Per Pay Period	Earning Rate Weeks Per Year
0 – 3	1 – 78	.03846	3.077	2
3 – 7	79 – 182	.05769	4.615	3
7 – 11	183-286	.07692	6.154	4
Over 11	More than 286	.09615	7.692	5

* On the first day of the 4th year, the employee begins to accrue 3 weeks of vacation. On the first day of the 8th year, the employee begins to accrue 4 weeks of vacation. On the first day of the twelfth year, the employee begins to accrue 5 weeks of vacation. FLSA exempt employees (employees who are not eligible to be paid Premium Overtime) earn an additional forty (40) hours per year.

- a) Employees continue to earn and accumulate vacation leave while on any paid leave.
- b) Credits for vacation with pay may be accumulated up to a maximum of three hundred (300) hours. Once an employee has accumulated three hundred (300) hours, he or she shall receive no further vacation accruals until the employee's accrual falls below three hundred (300) hours. If an employee has more than three hundred (300) hours accrued at the time this policy is implemented, his or her balance shall not be reduced but he shall receive no additional accruals until his balance is reduced below the three hundred (300) hour cap.
- c) Employees with immediate prior public service may accrue vacation as if all their most recent years of continuous public service were with Tulare County.

6.8.2 Scheduling of Vacations

Vacations may be taken at any time following the completion of the first thirteen (13) full pay periods of continuous service. Vacations shall be scheduled, and the time at which an employee takes vacation leave is determined by the prior approval of the Department Head with due regard to the employee and the needs of the County.

6.8.3 Exclusions

Except as provided in Personnel Rule 6.5, an employee does not accrue vacation during any leave without pay.

6.8.4 Holiday During Vacation

If a County observed holiday, as noted in Personnel Rule 6.6.1, occurs while the employee is on vacation leave, such holiday time is not deducted from the amount of vacation leave to which the employee is entitled.

6.8.5 Sick Leave During Vacation

An employee may substitute sick leave for vacation leave when the employee is hospitalized or receives outpatient medical care for a serious injury or illness while on a scheduled, pre-authorized vacation.

6.8.6 Accounting For Vacation Used

Each employee has one-tenth (1/10) hour deducted from his or her accrued vacation credits for each one-tenth (1/10) hour of vacation leave taken. All vacation leave shall be reported on such forms as may be prescribed by the County Auditor-Controller.

6.8.7 Vacation Leave Pay on Separation

Upon separation, an employee receives compensation at his current salary rate (base pay rate plus any eligible additional pays) for all unused earned vacation as of the effective date of separation, subject to the following:

- a) An employee shall not use accrued vacation credits to extend his or her separation date.
- b) A full-time employee who has resigned, or who has been laid-off without prejudice, and who is subsequently reinstated or re-employed in a full-time position within a two (2) year period shall have their vacation leave rate, at the time of reinstatement or re-employment, computed, pursuant to Section 6.8.1, to include their total pay periods of continuous full-time service prior to the resignation or lay-off.

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 or appointment or an unexpected personal non-health emergency with the approval of the employee's supervisor.

B. VACATION SCHEDULING FOR UNIT 4

The County agrees that Unit Supervisors shall do the vacation scheduling for their individual units. Vacation schedules will be planned insofar as possible to consider the employees choice in dates.

Employees shall submit their first and second choices for vacation dates during the first pay period of each calendar year.

During the initial scheduling: Blocks of vacation time of forty (40) hours or greater, will receive first consideration; periods of less than forty (40) hours or periods built around three (3) and four (4) day weekends, will receive secondary consideration; insofar as possible, the advantages of scheduling eight (8) or sixteen (16) hour periods around Thursday-Friday and Monday-Tuesday Holidays, will be divided among Unit Workers. Unless operational reasons dictate otherwise, when the number of vacation requests conflict with Department workload, then the most senior persons in a class shall receive first consideration. Thereafter, vacation scheduling shall be on a first come first served basis. When emergency or unusual situations occur, the Department will make reasonable effort to make vacation blocks available for rescheduling of vacations.

Unit supervisors will respond to the initial written vacation requests by the end of the third pay period of the calendar year or to subsequent vacation requests within ten (10) days after receipt, with a positive or negative answer, and when with a negative response, a suggestion that the request be made again at a future time. The dominant factors in all vacation scheduling shall be the workload and demands for service as judged by the Supervisors.

If vacation time off has been approved in accord with departmental policy/procedure and a non-refundable deposit has been made by the employee subsequent to such approval, the employee will not be required to cancel the vacation except in an emergency, as determined by the Department Head.

C. VACATION DONATION

Vacation donation shall be available to and shall apply to employees covered by this agreement, per Personnel Rule 6.8.8.

ARTICLE 32 HAZARDOUS WASTE

The County agrees to pay cash overtime (within FLSA guidelines and at the rate in Article 40) for week-end Community Hazardous Waste Collection Event participants covered by this agreement who are in the following Classifications: Environmental Health Specialists and Environmental Health Aides. Compensatory Time Off (CTO) provisions as outlined in this MOU will not apply to these additional hours

worked. Participation in these events must be approved by an appropriate Supervisor prior to the event.

ARTICLE 33 SICK LEAVE USAGE

1. Sick Leave Policy

Personnel Rule 6.7 language shall be applicable except as modified herein.

a) Family sick leave as described in Personnel Rule 6.7.4 c) shall be 60 hours each calendar year. Employees shall be able to use sixty (60) family sick hours annually for those persons identified in Personnel Rule 6.7.4 (c), provided however, that should the State or other forum with the authority to do so determine that the family sick hours authorized herein do not also count against the hours authorized by the State Labor code, Section 233, then the County may thereafter limit the use of these sixty (60) hours to those persons identified in Section 233.

b) The death of the employee's mother-in-law and/or father-in-law shall be deemed qualifying under the definition of immediate family in Personnel Rule 6.7.4 for bereavement leave.

2. Sick Leave Pay on Separation

Sick leave pay on separation shall be handled in accordance with Personnel Rule 6.7.8 with the amounts of sick leave eligible for conversion under 6.7.8 c) modified as follows:

An employee retiring directly from active service and otherwise meeting the requirements of Rule 6.7.8 c) may elect to have:

a) Up to twenty percent (20%) of his/her accumulated sick leave credits at the time of separation paid as compensation calculated on the hourly rate of pay (base pay plus any eligible additional pays) for the position occupied at the time of separation; provided, however, that such compensation shall in no event exceed an amount equal to such employee's salary for two hundred fifty (250) hours of service.

b) Up to one-hundred percent (100%) of accumulated unused sick leave remaining after the conversion provided under a) above converted to additional service credits as of the date of their retirement.

c) An employee leaving the County service in good standing after ten (10) years of service, other than by retirement, may convert 20%, up to 20 hours, of sick leave to cash at their current payroll rate (base pay plus any eligible additional pays).

3. Effect of Unscheduled Leave on Paid Hours:

Paid leave time does not count towards hours worked for overtime. However, an employee may receive pay for more than his/her regularly scheduled hours when the employee has both pre-approved paid leave and is required to work extended hours in the same work week. If the employee's paid leave was not pre-approved, any extended hours worked will first be used to offset an equivalent amount of time of paid leave. The employee will only be paid overtime for hours actually worked over 40 hours in his/her workweek.

Example:	Employee scheduled for five 8 hour shifts.					
	Absent on paid leave on Day 1.					
	Works ten hours on Day 5.					
	Day 1	Day 2	Day 3	Day 4	Day 5	Paid Hours
If pre-approved	Sick 8 (Paid 8)	Work 8	Work 8	Work 8	Work 10	42
If not pre-ap.	Sick 8 (Paid 6)	Work 8	Work 8	Work 8	Work 10	40

**ARTICLE 34
RETIREMENT**

All regular, permanent employees who are scheduled to work at least forty (40) hours per pay period are automatically members of the Tulare County Employees Retirement Association. Employee retirement contributions shall be reported as pre-tax to the IRS.

**ARTICLE 35
UNIFORMS**

1. HHSA will provide uniforms to all covered staff members assigned to work in an HHSA Health Care Center or an associated facility in which health services are provided. The following classifications will be required to adhere to this uniform policy and be dressed in the appropriate uniform on a daily basis at the beginning of their work shift.

- 1 Physician Assistant*
- 2 Nurse Practitioner*
- 3 Health Aide
- 4 Licensed Vocational Nurse
- 5 Registered Nurse
- 6 Supervising Nurse I
- 7 Office Assistant
- 8 Clerk
- 9 Supervising Clerk
- 10 Community Health Technician
- 11 Dental Assistant
- 12 Health Program Assistant
- 13 Lab Assistant
- 14 Milk Technician
- 15 Pharmacy Technician
- 16 Public Health Nurse*
- 17 Animal Care Technician
- 18 Animal Control Officer I/II/III
- 19 Animal Control Officer- Supervisor
- 20 Animal Care Specialist I/II
- 21 Animal Care Specialist- Supervisor
- 22 Animal Services Technician
- 23 Animal Services Coordinator
- 24 Veterinary Technician

- a. The initial issuance of uniforms to new employees will consist of three (3) pants/skirts, three (3) shirts and one (1) cardigan jacket, and will occur upon hire. Employees will be issued an additional two (2) pants and/or skirts, two (2) shirts, and one (1) cardigan jacket annually within one month of the employee's annual anniversary date and will continue annually thereafter.
- b. Staff depicted with an asterisk (*) will, in place of the uniforms described in a. above, receive uniforms which consist of long length lab coats, with each functionality defined by color. These staff members will receive the following: three (3) lab coats as part of the initial issue upon hire and three (3) additional lab coats annually, within the month of their annual anniversary date.
- c. Additional uniforms may be purchased by employees at their own expense.
- d. Any employee whose annual anniversary date is more than one year from the initial issuance date of the uniforms may request to exchange or receive additional uniforms during the period from 12 months after the first issuance of the uniforms to the last day of the month prior to their next anniversary date. The department supervisor has the discretion to approve or reject the employee's request. The decision of the supervisor is not grievable.

Uniforms must be returned to the Health Care Center should an employee leave County service or accept an assignment outside of the Health Care Center facilities. Failure to return a uniform may result in a charge to the employee by the County for the costs of the unreturned uniforms.

- e. Departments supplying uniforms may change to a replacement allowance provided it does not generate additional costs to the County or to the employee. Implementation shall be subject to meet and confer on a case by case basis.
2. Food and Laundry Service Managers required to wear uniforms shall receive a uniform allowance of \$100.00 annually to be paid on the first pay date of each calendar year. When a Food and Laundry Service Manager leaves this position after at least one full year of service, they shall return to the County a pro-rated portion of this uniform allowance equivalent to the remaining portion of the calendar year calculated on a pay period basis.
 3. Detention Service Officers shall be required to adhere to uniform specifications, appearance, and maintenance standards established by the Sheriff's Department.

The County shall pay each Detention Service Officer (DSO) and Sheriff's Security Officer (SSO) a uniform allowance of \$250 per year. This allowance shall be paid in two equal installments, on the first pay date in June and the first pay date in December. Should an employee covered by this agreement leave the Department or be off work in excess of six (6) months on a Leave of Absence, his/her uniform allowance shall be pro-rated on a pay period basis.

New hire DSO's and SSO's shall receive a \$250 voucher from the Sheriff's Office which shall be used towards the purchase of the required uniform in accordance with department specifications. The voucher shall be provided by the department to the employee in sufficient time to allow for such items to be purchased prior to the start of their employment. New hire employees shall only be eligible for the \$250 allowance in the calendar year following their date of hire. Should an employee separate from the department for any reason during probation, the Sheriff has the option of requesting that the uniform provided at County cost be returned to the department.

4. For Emergency Dispatchers in the Sheriff's Office, they shall receive a \$250 voucher from the Sheriff's Office in sufficient time to allow for the purchase of the required uniform prior to working their first shift and must be used within 60 days or receipt. Thereafter, after completing 12 months of service from their date of hire, the \$250 uniform allowance will be paid in two equal gross cash payments in the first pay periods in June (\$125) and December (\$125).
5. New Animal Care Trainee, Animal Care Specialist I/II, Animal Care Specialist- Supervisor, Animal Care Technician, Animal Care Specialist I/II, Animal Services Coordinator, and Veterinary Technician shall receive three (3) pants and three (3) shirts. New Animal Control Officers and Animal Control Officer- Supervisor shall receive three (3) pants (fire hose quality), three (3) shirts, one (1) jacket, and one (1) pair of boots. Employees in these classifications shall be able to receive replacements of the above items, if needed, at the discretion of the department, after 12 months of initial issuance, and continuing in 12 month cycles thereafter. If an item is damaged during the course of carrying out their work duties, they shall report such damage immediately to their supervisor. Items that are damaged through no fault of the employee shall be replaced. Items that are damaged through carelessness of the employee are not eligible for replacement. Determination for replacement of damaged items shall be at the discretion of the department.
6. Cooks required to wear uniforms shall receive a uniform upon hire and thereafter an allowance of \$100.00 annually to be paid on the first pay date of each calendar year.

Cooks, Laundry Technician, and Stock Clerk uniforms consist of the approved green slacks and tan shirt provided by the Sheriff's Department (please refer to section 1046.3.3 in the Tulare County Sheriff's Department Policy & Procedure Manual):

- Uniform shall be worn according to policy 1046.2 in the Tulare County Sheriff's Department Policy & Procedure Manual.
- Each Cook will be issued 11 sets of uniforms that will be picked up once a week for laundering and returned the following week.
- If your uniform is lost, stolen or damaged notify your supervisor immediately.
- The Tulare County Sheriff's Department provides patches for their uniform shirts. Each uniform will bear two patches, one for each shoulder. Please see your supervisor for designated locations or refer to section 1046.4 in the Tulare County Sheriff's Department Policy & Procedure Manual:

Belts

Belts must be solid black and in good repair. Belts must be worn if belt loops are present on employee's slacks.

Shoes

Shoes must be black, closed toed and heel, washable surface with non-slip soles. Shoes are to be kept clean and in good repair.

Name Plate

A name plate meeting Policy specifications must be worn on the right side of the uniform. Name plate shall be legible and in good repair.

Jackets

If you choose to wear a jacket in the kitchen it must be a black jacket or windbreaker with the Tulare County Sheriff's Department patches sewn on the shoulders. Jackets are optional.

7. The following classifications in the Solid Waste Department are required to wear County issued safety shirts: Assistant Refuse Site Supervisor, Engineering Technician I/II/III, Heavy Equipment Mechanic I/II/III, Refuse Equipment Operator I/II, Refuse Site Attendant I/II, and Refuse Site Supervisor. Each employee will be issued up to a maximum of ten (10) shirts annually. Shirts that become damaged will be replaced upon concurrence of their supervisor.
8. General Services Agency will provide uniforms to the custodial staff. Classifications. The employees will receive eleven (11) uniform shirts, eleven (11) uniform pants and/or shorts and one (1) jacket will be provided if the custodian would like to have one per year. Uniforms that become damaged will be replaced during the year upon concurrence of their supervisor. The General Services Agency will provide one (1) uniform jacket to the Parks and Grounds Classifications.
9. Resource Management Agency Roads employees are required to wear County issued safety attire which shall consist of a safety vest and a combination of shirts and/or t-shirts, up to a maximum of eleven (11) shirts per employee per year. Shirts and safety vests that become damaged will be replaced during the year upon concurrence by supervision.
10. Heavy Equipment Mechanics shall be provided coveralls for use during the servicing of equipment. The department(s) shall also provide disposable Tyvek coveralls. At the discretion of the superintendent, additional coveralls may be provided for special projects.
11. Resources Management Agency (RMA) will provide the following to employees:

Annual \$250 clothing allowance for Construction Maintenance Workers, Traffic Control Workers, and any other applicable employee in this category that is not provided a full uniform and laundering service. Solid Waste and Roads (Traffic Control Workers and Construction Maintenance Workers), that are required to wear protective footwear for field work that meets County approved safety standards (ASTM F 2412-11) from a supplier selected by the County. The protective footwear allowance amount is included in the annual RMA clothing allowance.

Annual \$150 clothing/boot allowance for Heavy Equipment Mechanics, Welder Mechanics, Tire Repairer, RMA Stock Clerk and RMA Custodian and other applicable employees who are provided a full uniform and laundering service. The clothing/boot allowances will be paid out at a maximum of once per calendar year to be included in the employees' first paycheck in December or at time of hire. All active employees, fulltime employees, and extra help would be eligible regardless of probationary status. The clothing/boot allowance will not be made on a reimbursable basis with purchase criteria. RMA will continue to provide shirts to the same group of employees that currently receive them. Employees will be expected to wear the shirts provided.

The Department Head will establish a minimum dress standard for protective safety gear to be worn.

12. FIRE DEPARTMENT

New hire Emergency Dispatchers and Fire Inspectors shall receive new uniforms prior to the start of their first shift. In the following fiscal year, Thereafter, Emergency Dispatchers shall be eligible to receive \$500 per fiscal year and Fire Inspectors shall be eligible to receive \$750 per fiscal year, July 1 - June 30.

ARTICLE 36
ON-CALL TIME & CALL BACK TIME

Any special compensation authorized by this sub-section shall not be earned while employees are taking vacation or sick leave and such compensation shall only apply to employees that are FLSA covered for overtime purposes. On-Call Time and Call Back Time shall be according to Personnel Rule 4.4 and 4.5 respectively, with the following compensation:

A. ON-CALL TIME FOR UNITS 1, 3, 4, 6, and 7

An employee covered by this agreement may receive on-call compensation at the rate of fifteen percent (15%) of their hourly base rate (the rate paid to an employee for their ordinary (regular) hours of work) under the following conditions:

- a) In the appointing authority's judgment there is reasonable potential for the need of the employee's services.
- b) The appointing authority informs designated employee(s) for on-call service by written or electronic notice indicating dates and times of such service.
- c) The appointing authority will cause such on-call service time to be reported each pay period to the Auditor-Controller on the regular bi-weekly attendance report.

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 not considered to be on-call.

B. ON-CALL TIME FOR UNIT 2

On-call shall be in accordance with Personnel Rule 4.4 and this article and shall apply to any classifications covered by this agreement. The compensation rate for employees placed on-call as defined in Personnel Rule 4.4, subject to condition c) below, shall be 15% of the hourly base rate. The hourly base rate is the rate paid to an employee for their ordinary (regular) hours of work. On-call hours are to be recorded on the employee's regular timesheet for payment.

"On-call" time is the time during which an employee is required by the Department Head to be available to perform duties for the County in the event the need should arise. On-call time shall not be considered as hours worked under the provisions of Section 4.3 of the Personnel Rules or this article, unless, with regard to covered employees that such on-call time is considered time worked within the applicable provisions of the Fair Labor Standards Act. No on-call time compensation shall be paid to an employee for hours actually worked during their on-call period.

On-call compensation shall only be paid under the following conditions:

- a) In the appointing authority's judgment there is reasonable potential for the need of the employee's services, and
- b) The appointing authority or his or her designee informs the employee designated for

on-call service by written notice indicating dates and times of such service, and

c) Any time compensated under the terms of this Article shall be deemed to meet all requirements regarding compensation for on-call time provided by Personnel Rule 4.4.

1. Scheduling

The written notice for placing employees on-call shall consist of a document entitled "Compensated On-Call Service Schedule" that shall include the dates, times, and the employees scheduled for on-call service. The schedule will be prepared and signed by the appointing authority's designee and posted at the work site(s) of the employees scheduled for on-call service.

a. The list is voluntary, however, if there are insufficient numbers of eligible volunteers for effective coverage (based on management discretion), eligible employees will be assigned to on-call service.

b. An on-call list shall identify the employee(s) scheduled for on-call coverage. Changes to the on-call schedule can be made by the supervisor. If such changes are made, the supervisor shall notify the affected employees.

c. The on-call periods shall be rotated among eligible employees. Eligible employees must be able to receive land-line or cell phone service at their residence.

d. The on-call period will be a seven (7) day duration, unless otherwise designated by the department and such shall be made known in writing by the appointing authority or his/her designee.

e. An employee may request, in writing, a reassignment of on-call shifts to accommodate vacation or sick leave periods. Requests for such shall be submitted at least two (2) weeks before the beginning of the employee's next on-call shift. Upon approval, full or partial on-call shifts may be re-assigned by an employee's supervisor. Approved schedule changes must be provided by the on-call employee to the emergency callers (answering service, road yards, Sheriff, etc.) one (1) week before the shift change occurs.

f. An employee may request, in writing, voluntary removal or reinstatement from/to the on-call list. The request will be reviewed by management for approval or denial. Removal from the on-call list shall be subject to 1.a. above.

g. The appointing authority retains the right to determine which classifications shall be placed and removed from the on-call service list based on the business needs of the department.

2. Employee Responsibilities

Once an employee is placed on the on-call list, the following shall apply:

a. If a County vehicle is assigned to the employee, it must be secured and parked on the employee's premises.

b. Any such vehicle assigned is only to be used for on-call response(s). The vehicle is not to be used for non-business reasons. Non-County employees are not to be in County

vehicles without supervisory knowledge and approval.

c. An on-call employee desiring assistance with a service call must request such through their supervisor.

d. An on-call employee must carry his or her assigned cell phone and/or pager at all times during the on-call period.

e. It is the responsibility of the employee completing their on-call period to turn in their vehicle, cell phone and/or pager, and any other assigned on-call items to the next employee that is scheduled for on-call duty. If the employee is unavailable, these items must be turned in to the supervisor. It is the responsibility of the employee that is scheduled for on-call duty to obtain the above items before commencing on-call duty. If an employee is unable to obtain the above items, he/she is to contact their supervisor immediately.

3. Response

On-call employees are expected to meet the following criteria concerning responding to emergencies:

a. An on-call employee must inform his/her supervisor immediately if circumstances arise where he/she will be unable to respond to a request for service and provide the reason for such. The employee will confirm receipt of the emergency call within fifteen (15) minutes of receipt of the emergency call.

b. An on-call employee must be fit for work at all times during their on-call period and not consume alcohol. If an on-call employee is not able or unfit to work (e.g., sick, medicated, etc.), he/she must contact their supervisor immediately. Should an employee become sick or otherwise be unable to fulfill their on-call schedule, they must immediately inform their supervisor. At that point, the supervisor may, at his or her discretion, complete the on-call schedule him/herself, reassign the remaining period to another employee, or some combination of the above that would provide for coverage of the remaining on-call period(s).

c. Emergency callers requesting service will be instructed to contact the employee that is scheduled for on-call duty. Once a call is received, if the on-call employee is unavailable to respond for any reason, the employee must call his or her supervisor immediately. The supervisor will determine if he/she will respond or call another employee on the list to respond. If the supervisor is unavailable or unreachable, the on-call employee must contact the supervisor's manager. The department reserves the right to determine how best to respond to the emergency, even using another employee to respond.

d. An on-call employee is required to arrive at the site of the emergency within two (2) hours of being contacted for service, except for employees in the Traffic Control Worker classification which must be able to arrive at the site of the emergency within ninety (90) minutes of being contacted for service. If an employee can't arrive within the time allotted, the employee must notify his/her supervisor who will then either grant an exception to the time frame for response, contact another person on the on-call list, or choose to respond him/herself.

e. If the on-call employee fails to respond or responds late to a request for service, the occurrence will be subject to review for a determination of appropriate management action concerning the failure to respond.

f. If the on-call employee doesn't/can't respond (unless on another emergency call), or did not previously inform his/her supervisor of his/her unavailability, then the on-call employee will not be compensated for on-call pay for that period.

C. CALL BACK TIME

“Call Back” time is the required return to duty of an FLSA covered employee after the work day is completed to perform an emergency task. A qualified employee who is called back shall receive compensation for a minimum of two (2) hours, at the employee’s base rate, regardless of the actual time required to perform the emergency task. In the event the task exceeds two (2) hours in duration, the total compensation shall be based on actual hours worked. Call back time shall be paid at the employee’s base rate, unless the employee has reached their overtime threshold, in which case only the hours actually worked above the overtime threshold shall be paid at the overtime rate.

D. UNIT #2

When, in the interests of employee safety, it is deemed necessary or appropriate by the Department Head, additional staff member(s) may be called back and/or assistance requested from the appropriate law enforcement agency.

The Resource Management Agency will work with the Sheriff’s Office to establish and implement a radio monitoring procedure for employees required to enter areas of the County determined by the Sheriff’s Department as appropriate for this procedure. The procedure will provide a method for the employee to contact the Sheriff’s Department to log in, periodic check-in, contact/assistance by the Sheriff’s Department if a check-in is missed, and log out when leaving the identified area.

**ARTICLE 37
RENEGOTIATIONS**

In the event either party hereto desires to negotiate the provisions of a successor Memorandum of Understanding, 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 38
FLEXIBLY-ALLOCATED CLASSIFICATIONS**

Promotions in flexibly allocated classifications shall be in accordance with Personnel Rule 3.1.1 Flexibly-Allocated Classification.

**ARTICLE 39
MERIT INCREASES**

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

**ARTICLE 40
OVERTIME**

Overtime shall be governed by Personnel Rule 4.3 and the provisions of this Article.

A) The following shall apply to all classifications in Unit #4:

- 1) The County and its employees will comply with all provisions of the Federal Fair Labor Standards Act (FLSA) including the Amendments of 1985.
- 2) Except as otherwise provided by the Board, compensation for each hour of qualifying overtime work shall be in the form of one hour of compensatory time off (CTO) added to the employee's CTO bank, plus one hour paid on the employee's paycheck at one-half of the regular rate of pay, when an employee has less than 40 hours of CTO banked. When an employee uses CTO, it shall be paid out at the employee's regular rate of pay.
- 3) Qualifying overtime worked when an employee has a CTO balance of 40 or more hours, they shall be compensated by cash payment at the overtime rate.
- 4) Joint employment (defined as working in another position within or outside of the employee's department but within the County of Tulare organization) that creates an overtime liability for the County is prohibited without permission from the Board.
- 5) Should the term of this MOU expire without a successor MOU, it is the intent of the parties that the CTO provisions of this article shall continue until modified by mutual agreement through meet and confer.

B) The following shall apply to all classifications in Units 1, 2, 3, 6, and 7:

- 1) The County and its employees will comply with all provisions of the Federal Fair Labor Standards Act (FLSA) including the Amendments of 1985.
- 2) Except as otherwise provided by the Board, compensation for qualifying overtime work for FLSA non-exempt employees shall be in the form of compensatory time off (CTO), at the rate of one and one half (1.5) hours of CTO added to the employee's bank for each one (1) hour of overtime worked, when an employee has less than sixty (60) hours of CTO banked. When an employee uses CTO, it shall be paid out at the employee's regular rate of pay.
- 3) Qualifying overtime worked when an employee has a CTO balance of sixty (60) or more hours shall be compensated by cash payment at the overtime rate.
- 4) Joint employment that creates an overtime liability for the County is prohibited without permission from the Board.
- 5) Should the term of this MOU expire without a successor MOU, it is the intent of the parties that the CTO provisions of this article shall continue until modified by mutual agreement through meet and confer.
- 6) The department may not require an employee to use accrued CTO time. The department may request that an employee use CTO in lieu of vacation when the employee's vacation balance is less than 280 hours. The Department may request that an employee submit a plan for reducing his/her CTO balance.

7) Except in an emergency as determined by the Department Head, time off assigned within a normal week will be scheduled in conjunction with the employee's regular days off. This MOU shall not preclude the Department Head from agreeing to allow the employee to utilize the time off during the normal work week on a day(s) which are not in conjunction with the employee's normal days off.

C) Child Support Services Department employees (FLSA non-exempt) will have the option of choosing Cash or banking CTO if they have less than sixty (60) hours banked CTO for overtime worked. Selection of qualified employees to work overtime will be without regard to employee's choice of compensation. Employees will be provided with payroll notification forms and deadline dates for changes. The compensation option selected will be applied to the whole pay period. This section shall apply only to employees working for Child Support Services Department.

D) The TulareWORKS division of the Health & Human Service Agency shall have the option to pay cash (regardless of an employee's CTO balance) for overtime when employees in units 1, 4, and 7 are working on case backlogs for CalWORKS, Medi-Cal, and CalFresh programs (or related work as determined by the Unit Manager). Compensation for qualifying overtime work for FLSA non-exempt employees shall be in the form of cash at the overtime rate .

E) The following shall apply to all classifications in Units #1, 2, 3, 4, 6, and 7. The County and its employees represented by SEIU will comply with all provisions of the Federal Fair Labor Standards Act (FLSA) including the Amendments of 1985.

F) The following definitions apply throughout this MOU:

- 1) **Work Period:** An established and regularly recurring period of work. Fair Labor Standards Act (FLSA) non-exempt employees shall be on a 7-day work period.
- 2) **Standard or scheduled hours:** Those hours that are recurring and fixed within the work period (e.g., 40 hours).
- 3) **Hours Actually Worked:** Hours classified as regular, overtime, or call back. It does not include non-working hours, such as holiday, sick, vacation, personal holiday, etc.
- 4) **Base Rate:** The Job Code pay rate paid to an employee for their ordinary hours of work (regular hours).
- 5) **Additional Pay Codes:** Additional means of compensation that an employee continuously receives every paycheck which the FLSA does not exclude from the calculation of an employee's regular rate of pay (e.g., bilingual pay, benefits tax, etc.).
- 6) **Regular Rate of Pay:** Calculated as the sum of the base rate plus the lump sum of qualifying additional pays in the 7-day work period, divided by standard or scheduled hours in the work period (e.g., 40 hours). The formula is as follows:

$$\text{Regular rate of pay} = \text{Base Rate} + \frac{\text{Additional pays in work period}}{\text{Standard or Scheduled hours}}$$

7) **Overtime Rate:** Paid for the “hours actually worked” during the work period that exceed the FLSA overtime threshold (e.g., 40 hours). Calculated as the sum of the base rate plus one-half of the regular rate of pay. The formula is as follows:

$$\text{Overtime rate} = \text{Base Rate} + \frac{\text{Regular rate of pay}}{2}$$

Below is an example of the calculation for the regular rate of pay and overtime premium rate:

- Base Rate = \$20
- Lump sum of qualifying additional pays in the 7-day work period = \$40
- Standard or scheduled hours in the 7-day work period = 40 hours
- Regular rate of pay: $\$20 \text{ Base Rate} + \frac{\$40 \text{ Additional pays}}{40 \text{ Standard or scheduled hours}} = \21
- Overtime rate: $\$20 \text{ Base Rate} + \frac{\$21 \text{ Regular rate of pay}}{2} = \30.50

ARTICLE 41 PAYROLL

A. 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.

B. SHORTAGES

A correction by the Auditor's Office to cover shortage errors in an employee's paycheck, after written notification of the discrepancy to Auditor's Office, shall be provided to the employee on the next paycheck if the amount is under \$150 and within seven working days if the shortage is \$150 or greater. 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 practicable.

C. OVERPAYMENTS

If the amount in the judgment of the Auditor's Office would constitute an unreasonable burden on the employee, overpayment errors may be corrected in subsequent pay periods pursuant to an agreement or court order. As a nonbinding guideline, repayments should be within the same number of pay periods in which the error occurred.

D. CONFIRMATION

The employee may request confirmation of any payroll error through their payroll clerk.

**ARTICLE 42
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 Union 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 43
TERM**

This Memorandum of Understanding (MOU), hereinafter referred to as "MOU", is entered into between the COUNTY OF TULARE, hereinafter referred as the "County", and Service Employees International Union, SEIU Local 521, hereinafter referred to as the "Union". The term of this MOU is for July 1, 2023 through June 30, 2025.

**ARTICLE 44
EMPLOYMENT STANDARDS**

Failure to maintain necessary employment standards of position (e.g., driver's license, professional certification or license, etc.) shall be cause for disciplinary action.

**ARTICLE 45
CONTINUING EDUCATION**

In addition to training otherwise provided by their department, employees shall be included in the tuition reimbursement program. Employees covered may take classes and obtain tuition reimbursement subject to the Tuition Reimbursement Guidelines in Addendum 'A' of this agreement. This article includes, but is not limited to, MSW Programs.

**ARTICLE 46
BILINGUAL PAY**

The Bilingual Services Program recognizes the need for translation services in the provision of County services to members of the public who can best transact County business in a language other than English.

The County will cease bilingual pay for any employee who refuses to use bilingual skills when requested to do so by the County. The following are the bilingual skill use designations in use in the County:

Rate for Bilingual Positions: Employees who provide translation services for the County will be paid \$0.63 per hour for each standard or scheduled regular hour in the work period. The employee must pass a proficiency test in speaking, and reading and/or writing.

Primary Languages: The primary languages for this program are Spanish and the South East Asian group. Other languages can be added to meet demonstrated need.

Other Languages: Other languages should be handled by:

- 1) Identifying bilingual employees within our employee group, testing their proficiency, and making those who qualify available on an inter-departmental basis throughout the County. Depending on the time they spend translating, they should be compensated as outlined above.
- 2) Identifying community resources who can and will provide occasional translation.
- 3) Using the AT&T long distance translation service or equivalent.

ARTICLE 47 SEVERABILITY

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

ARTICLE 48 INTER-OFFICE MAIL

The County inter-office and inter-department mail systems may be used for the mailing of grievances (including attachments), grievance responses and grievance appeals only.

Employee representatives may use the County e-mail system exclusively and only for:

- the purpose of communicating with County Management in the regular course of Union/County business.
- communicating with management to make arrangements to investigate or process grievances.
- management shall be responsible for communicating directly with employees engaged in grievances or discipline on behalf of the union to arrange scheduling and release time as appropriate, and to audit the use of employee representatives' chargeable release time.

The union acknowledges that there is no expectation of privacy in e-mail communications and that the County may monitor any union e-mail used on the County's e-mail system or infrastructure for compliance with these authorized uses.

ARTICLE 49 ADMINISTRATIVE STAFF MINUTES

HHSA shall, to the extent they are maintained, provide to the Union copies of all Administrative Staff minutes for the Child Welfare Services, TulareWORKS and Mental Health units upon request.

ARTICLE 50 TRANSFERS

Transfers shall be made in accord with Personnel Rule 10.

Reassignment: Movement from one assignment to another assignment in the same classification in the same division and in the same city is a reassignment and shall be at the discretion of the Division Manager.

For positions in HHSA lower than the equivalent of a Staff Services Analyst the following Agency policy also applies:

The following is a brief outline of the major provisions of the policy to be utilized in filling vacant positions prior to certifying applicants from outside of HHSA:

1. Comprehensive listing of all vacant positions eligible to accept transfers will be posted on a weekly basis with all other job flyers.
2. Transfer opportunity postings will occur on Mondays or Tuesdays during Monday holidays and shall remain open through Friday of the same week.
3. Employees must submit a completed Agency transfer request form as designated by the Agency to HHSA HR prior to 5:00 PM, on the Friday closing the posting.
4. HHSA shall accept and interview all qualified transfer requests submitted and shall also interview other candidates from any certified open recruitment lists to fill the vacant position.
5. After the department and/or Agency has determined the employee to be transferred, the employee chosen to transfer into the vacant position will be notified by the Agency.

Nothing contained in this procedure is intended to, nor shall it, restrict, affect, modify or limit management rights as indicated in the appropriate article(s), policies, past practice, laws or procedures.

ARTICLE 51 VEHICLE OPERATION

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

For Unit 2 employees, the County shall pay the DMV cost of license endorsements beyond the standard Class A or Class B license when these licenses with endorsements are required by the classification and Department.

ARTICLE 52 REIMBURSEMENT FOR DAMAGED PROPERTY

The County agrees to replace employee's personal property when such property is lost or damaged in the line of duty without fault of the employee as per Board Resolution 2003-0851.

In addition:

The County will clean or repair the personal automobile of employees covered by this agreement only when, without fault of the employee, such automobile is soiled, infested or damaged by a client of his/her department while that employee is transporting said client in the line of duty. Transporting shall include that time when the client is entering, occupying or exiting the employee's vehicle.

When a qualifying incident occurs the employee shall notify his/her supervisor in writing on the appropriate form at the earliest opportunity but in no case later than 9:00 AM on the next business day.

Reimbursement shall be limited to the minimum amount necessary to reasonably clean or repair the qualifying damage.

The employee's supervisor shall make a preliminary determination of the validity of the claim. Claims appearing to be valid shall be forwarded to Risk Management for review and if they are determined to meet the criteria of this Article shall be forwarded to the Board of Supervisors for authorization of payment.

ARTICLE 53 EQUAL EMPLOYMENT / DISCRIMINATION / SEXUAL HARASSMENT

Sexual harassment is a violation of Title VII of the Civil Rights Act of 1964 and it is against the policies of the County for any employee, male or female, to sexually harass another employee per Personnel Rule 14.

ARTICLE 54 HHSA SCHEDULED TRAINING

The HHSA will not routinely schedule on-going training on the calendar month-end cut-off day. It is understood and agreed that emergency and/or unusual conditions may alter the above for temporary periods of time.

ARTICLE 55 CASELOADS

Self Sufficiency Counselors and Social Service Workers caseloads shall be divided among the workers as equally as is administratively feasible with the following understanding:

- 1) Designated Lead Self Sufficiency Counselors and designated Lead Resource Specialists shall be assigned a caseload 85% of the "regular caseload"
- 2) Inexperienced Self Sufficiency Counselors shall maintain a reduced caseload in accord with the following:

Where it is possible as determined by the unit manager, inexperienced workers will not be placed in intake duties. Also, where possible as determined by the unit manager, inexperienced workers still on probationary period will not be placed in intake unless they have demonstrated their competence in handling such duties. Immediate Supervisors shall limit the new worker's responsibility for the caseload until the training is completed. It is understood and agreed that emergency and/or unusual conditions may alter the above for temporary periods of time.

**ARTICLE 56
HHSA QUIET TIME**

HHSA agrees to continue quiet time from client contact as follows:

1. Only Eligibility Workers and Self-Sufficiency Counselors shall be eligible for quiet time provisions.
2. Quiet time shall consist of five (5) hours per week, no more than one hour per day. During said time workers will be free from interviews except in emergency situations.
3. Inclusion of all Eligibility Workers and Self-Sufficiency Counselors in these quiet time provisions, except those working as Service Representatives shall be mandatory.
4. No unit meeting or training functions shall be scheduled during quiet time, except when, in the opinion of management, these meetings must be held during quiet time for the safe and/or efficient operation of the Department.

**ARTICLE 57
HHSA FLEXIBLE DAY SCHEDULING**

The County agrees to allow flexible scheduling for employees whenever the worker is required to work beyond the normal shift end work upon approval of the Department Head or designee. Each Department Head or designee is hereby authorized to do such scheduling, whereby the worker may, whenever possible, offset the additional hours worked by working fewer hours the following day or another day within the 7-day work week. In deciding when and if the employee will work fewer hours, the Department Head or designee shall take into consideration any scheduled appointments that the employee may have. If the excess hours are not offset by flexing time off within the workweek they shall be treated in accord with the OVERTIME Article if the excess hours result in qualifying overtime.

**ARTICLE 58
FULL UNDERSTANDING**

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

**ARTICLE 59
IMPASSE PROCEDURE**

During any such time that negotiations are reopened in accord with this MOU and the parties are unable to reach an agreement, the County impasse procedure, set forth in the County's Employee Relations Policy, will apply including mediation and/or resolution by the Board of Supervisors, in accord with that procedure.

**ARTICLE 60
EMPLOYEE LAYOFFS**

Refer to Personnel Rule 11.2. Notice will be given to the Union of proposed layoffs.

**ARTICLE 61
BACKGROUND CHECKS**

Employees that are assigned to work in a criminal justice/law enforcement facility or a department that requires a special security clearance, shall be subject to background investigation finger print checks.

**ARTICLE 62
MISCELLANEOUS AGREEMENTS**

The parties met and conferred on the following topics and reached agreement:

- 1. Revisions to the Personnel Rules.
- 2. Revisions to the Employment Relations Policy.
- 3. New Information & Communications Technology Policies (Mobile Device Usage, Theft, and Small Unmanned Aircraft Systems).

**ARTICLE 63
SALARY INCREASE**

A salary increase of 4% for all classifications in the unit beginning the first full pay period following approval by the Board of Supervisors, effective no sooner than July 2, 2023.

A salary increase of 3% for all classifications in the units, effective June 30, 2024.

Equity Increases

Commencing with the first full pay period following Board approval, effective no sooner than July 2, 2023 for the following:

- Maintenance Worker III (2%)
- Self Sufficiency Counselor (3%)
- Self Sufficiency Counselor- Lead (3%) Self
- Sufficiency Resource Specialist (3%) Self
- Sufficiency Supervisor II (5%)
- Social Services Worker I (3%)
- Social Services Worker II (3%)
- Social Services Worker III (3%)
- Social Services Supervisor I (5%)
- Social Services Supervisor II (5%)
- Social Services Worker III- CWS Lead (5%)

**ARTICLE 64
TRAINING**

At the Department Head’s discretion, the County shall provide a minimum of ten (10) hours training per month to Construction and Maintenance Workers I, II and III respectively and to Refuse Site Caretakers and Refuse Equipment Operators I and II, on heavy equipment operation related to the next higher job classification in the Construction and Maintenance Worker or Refuse Equipment Operator series.

At the Department Head’s discretion, the County shall provide monthly orientation training for employees covered by this MOU in the Cook, Custodian, Mechanic, Maintenance, and Parks and Grounds Worker series on available department equipment that is included in the testing for the next higher classification in the employee's classification series. This training is in addition to safety training.

Training provided under this article shall not be considered work out of the employee's classification. The County will document the training provided pursuant to this article. Documentation will include the employee’s name, date that the training occurred, type of training received, and the number of hours completed.

**Article 65
REFUSE SITE FIRE FIGHTING**

Refuse employees shall not fight dump fires except when the employee can cover a fire without inhaling smoke from the fire.

**Article 66
REFUSE SITE WATER**

Water wells at refuse sites will be tested as necessary as determined by the County Health Department. Except as otherwise exempted by the Public Records Act, the results of these tests shall be posted or made available at the respective site. Should a refuse site well test "not potable", the Department will provide container(s) for employee use for bringing in potable water.

Should a refuse site well test "not suitable for hand washing," the Department will select and provide an appropriate alternative for employee use. Hose bibs connected to non-potable sources shall be clearly signed and/or the handle shall be removed. The Department shall select and have readily available at each refuse site appropriate emergency eye wash stations.

**ARTICLE 67
CMW LICENSING**

Construction and Maintenance Worker (CMW) series:

CMW I

The probationary period shall be twelve (12) months. Employees hired into this classification after May 11, 1997 shall attain a "Class B" driver's license with no restrictions and a tanker endorsement two (2) weeks prior to the expiration of the probationary period. Attainment of the Class B license is a condition of employment. Incumbent CMW I Bargaining Unit members shall not be required to attain a Class B driver's license.

CMW II

Employees hired into this classification or incumbent Bargaining Unit members who promote into this classification after May 11, 1997 shall possess a "Class B" driver's license as a condition of employment.

Members of the bargaining unit hired or promoted on or after July 1, 1999 and are in the classification of CMW II are required as a condition of employment to possess a Class B license with an endorsement to include tankers.

CMW III

Employees hired into this classification or incumbent Bargaining Unit members who promote into this classification after May 11, 1997 shall possess a "Class A" driver's license as a condition of employment.

Members of the bargaining unit hired or promoted on or after July 1, 1999 and are in the classification of CMW III are required as a condition of employment to possess a Class A license as well as an endorsement to include tankers and doubles.

The County shall pay for the cost of the physical examination associated with obtaining a driver's license, in accordance with requirements under Labor Code section 231.

**ARTICLE 68
DEFERRED COMPENSATION**

The County will contribute up to \$1,750 in a calendar year to an employee's Deferred Compensation Plan, commencing January 1, 2022. 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, 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 69
SHERIFF'S DEPARTMENT EMERGENCY DISPATCH CENTER**

Emergency Dispatchers I's, II's, and III's will be initially assigned one of four shifts by the Sheriff's Department. The shifts will consist of a Weekday Day Shift, Weekday Night Shift, Weekend Day Shift, and Weekend Night Shift. Dispatchers will work their assigned shift for a three (3) month period. At the end of the three (3) month period, Dispatchers will move to the next shift in the rotation cycle. Once all four shifts have been worked in a twelve (12) month period, the shift rotation will start over. The shifts will primarily consist of twelve (12) hour shifts and the shift assignments and rotations will commence in July 2017 and thereafter.

**ARTICLE 70
SB 1085 UNION LEAVE OF ABSENCE**

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 bases under the following procedures:

1. The Union officer or steward shall submit a written request to the department head at least ten (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 per bargaining unit 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 the 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, SEIU 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 employee on leave, per pay period. This administrative fee only applies to an employee on the union representative leave of absence in accordance with this article.
4. Reimbursement by the Union shall occur within thirty (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 alternative 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 the 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.

ADDENDUM 'A'**TUITION REIMBURSEMENT***Tuition Reimbursement Guidelines*

A. **GOAL** The Tuition Reimbursement Program is intended for those employees who, in their off-duty hours, plan to attend an education/training course which will benefit both themselves and the County of Tulare. Its purpose is to increase the effectiveness of Tulare County employees in the performance of their duties by providing financial assistance for academic or job-related training.

B. **ELIGIBILITY** County employees in the competitive and non-competitive service are eligible to participate in this program provided they have:

- a. Regular status or probationary status as the result of a promotion.
- b. Satisfactory performance evaluation rating (overall rating of 5 or higher) on their last annual performance evaluation, and an employment record free of disciplinary action (Formal Reprimand, Suspension or Demotion) for the preceding six (6) months.
- c. Continuing employment with the County throughout the course period.

C. **APPLICATION APPROVAL** Approval will be dependent on the coursework's applicability to your current position or to a position to which you might reasonably promote. The application must be fully and properly completed and received by your Department Head in a timely manner. **Note: Applications submitted after a course has begun will likely be denied.**

D. **ALLOWABLE EXPENSES** The program may reimburse you for your registration/tuition fees, books, special supplies unique to the course and/or laboratory fees. The program only pays for the first \$350 of covered expenses in any fiscal year.

Expenses for mileage, meals, parking, routine supplies such as paper, binders, pencils, pens, etc. or other related items are not reimbursable under this program.

E. **CLAIMING REIMBURSEMENT** Once you have successfully completed the approved course, you may submit your claim for reimbursement. This claim must be submitted prior to the end of the fiscal year for which the course was approved and must be accompanied by all of the following:

1. A properly completed Claim form, including a statement certifying this or any other expenses associated with the training has not been and will not be reimbursed through any other program or any department expense funds.
2. Itemized receipts or other documentation indicating the actual expenses. (Note: Bookstore receipts must contain the title of the book and a detailed listing of any special supplies for which you are claiming reimbursement.)
3. Evidence of satisfactory completion of the training or course. For academic courses you must receive a grade of "C" or higher. For non-academic courses you must receive a certificate of completion or notice of attendance or similar document.

REIMBURSEMENT REQUEST FORM

Note: Application must be made and approval received **prior to** the beginning of the class or training. Please allow three weeks for processing. Fill out Section A completely and submit to your department payroll clerk.

Section A: To be completed by applicant:

Name _____ Classification _____
 Department/Work Location _____ Work Phone & Ext. _____

Course Information:

College/Institution or Training Center	Course Title	Instructor's Name	Beginning & Ending Date

Note: For courses held during your normal working hours you must obtain permission from your Department Head and use approved leave.

1. Estimated expenses for the above listed education/training:

Tuition/registration fees \$ _____
 Books \$ _____
 Supplies \$ _____ (Supplies are only those required to these courses.
 Not eligible are normal education supplies such as paper, pens, pencils, binders, etc.)
 Laboratory Fees \$ _____
 Total* \$ _____

*This total will be the maximum amount you may be reimbursed.

2. **Briefly** describe how the above education/training will enhance your performance in your current job duties and/or the duties in a class to which you might reasonably be expected to promote.

I have read, understand and agree to abide by the conditions governing the Tuition Reimbursement Program as outlined on the back of this application.

 Applicant Signature

 Date

Section B Department Head Review:

- Tuition reimbursement approved for the courses listed above.
 - Tuition reimbursement approved for the courses listed above **except** _____.
 - Tuition reimbursement denied.
- Amount approved: \$ _____**

 Department Head Signature

 Date

Signature Page

SEIU MOU: July 1, 2023 - June 30, 2025

For Tulare County:

8/11/2023

Date



Lupe Garza, Director
Human Resources

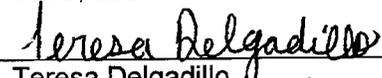
For SEIU:

July 28, 2023

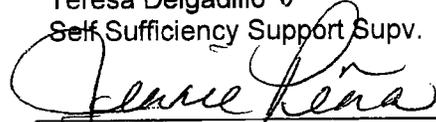
Date



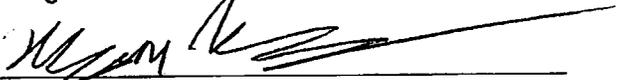
Sabina Ramos, President
SEIU, Local 521



Teresa Delgadillo
Self Sufficiency Support Supv.



Jennie Peña
Legal Office Assistant



Thomas Morgan
Library Assistant II



John Sanders
Construction & Maintenance Worker II



Ruby Correa
Emergency Dispatcher II



Kathleen Wilmes
Self Sufficiency Support Asst.



Israel Cortez
Self Sufficiency Counselor Lead



Candice Fields
Medical Assistant

ADDENDUM 'B'

JOB CLASSIFICATIONS

County of Tulare Classification Listing				
<u>JOB TITLE</u>	<u>MIN ANN</u>	<u>MAX ANN</u>	<u>GRADE</u>	<u>BU</u>
Account Clerk	35,172	42,865	153	01
Account Clerk Senior	38,971	47,495	542	01
Account Clerk-Principal	42,910	52,296	170	07
Account Clerk-Supv	38,854	47,353	165	07
Accountant I	53,824	65,597	741	07
Accountant II	59,440	72,441	745	07
Accountant III	66,299	80,801	776	07
Administrative Aide	42,937	52,329	180	07
Ag & Stds Inspector Aide	34,391	41,914	812	03
Ag & Stds Inspector I	46,385	56,531	605	03
Ag & Stds Inspector II	51,223	62,427	606	03
Ag & Stds Inspector III	58,263	71,007	608	03
Ag & Stds Inspector IV	67,350	82,082	611	07
Ag & Stds Inspector Trainee	41,210	50,224	604	03
Agricultural Enforcement Offer	67,350	82,082	611	07
Agricultural Pest Mgt Spec	67,350	82,082	612	07
Agricultural Technician I	36,616	44,625	162	03
Agricultural Technician II	40,434	49,278	172	03
Air Conditioning Mechanic	49,074	59,808	872	02
Alcohol & Drug Specialist I	43,576	53,108	182	04
Alcohol & Drug Specialist II	45,795	55,812	926	04
Analyst-Assessor's System	84,512	102,997	124	07
Analyst-Geographic Info Sys I	63,191	77,013	664	03
Analyst-Geographic Info Sys II	69,783	85,046	660	03
Analyst-Property Tax System	84,512	102,997	124	07
Animal Care Specialist I	36,247	44,176	295	03
Animal Care Specialist II	42,069	51,271	176	03
Animal Care Specialist, Supv	48,371	58,951	192	07

Animal Care Technician	34,391	41,914	932	03
Animal Control Officer I	37,898	46,187	987	03
Animal Control Officer II	46,061	56,136	351	03
Animal Control Officer III	52,364	63,818	200	07
Animal Control Officer,Supv	58,408	71,183	100	07
Animal Services Coordinator	37,174	45,305	696	07
Animal Services Technician	36,451	44,424	869	01
Appraiser I	59,751	72,821	263	03
Appraiser II	67,307	82,029	747	03
Appraiser III	74,364	90,630	750	03
Appraiser IV	82,014	99,953	616	07
Assessment Technician I	38,451	46,861	324	01
Assessment Technician II	42,295	51,546	717	01
Assessment Technician III	46,489	56,658	362	01
Assessment Technician, Supv	52,160	63,569	671	07
Assist Refuse Site Supervisor	52,529	64,019	330	07
Assist Road Superintendent	52,529	64,019	330	07
Asst Traf Cntrl Super	52,529	64,019	330	07
Auditor-Appraiser I	59,800	72,880	614	03
Auditor-Appraiser II	67,361	82,095	615	03
Auditor-Appraiser III	74,389	90,660	435	03
Auditor-Appraiser IV	82,265	100,259	689	07
Auto Mechanic I	42,709	52,051	875	02
Auto Mechanic II	47,164	57,480	910	02
Autopsy Assistant I	43,900	53,502	229	03
Autopsy Assistant II	48,587	59,215	649	03
Background Investigator	42,937	52,329	450	03
Building Systems Technician	51,307	62,529	712	02
Building/Code Comp Insp II	55,549	67,699	204	03
Building/Code Comp Insp Aide	41,242	50,263	174	03
Building/Code Comp Insp I	50,298	61,300	194	03
Building/Code Comp Insp III	60,172	73,334	214	07
Building/Code Comp Insp IV	66,299	80,801	776	07
Butcher	40,639	49,528	850	02
Cadastral GIS Technician I	50,298	61,300	194	03
Cadastral GIS Technician II	55,549	67,699	204	03
Cadastral GIS Technician III	61,046	74,399	436	03
Cadastral Supervisor	68,452	83,425	227	07
Chief Assessment Clerk	58,408	71,183	100	07

Chief Deputy Public Guardian	62,907	76,667	625	07
Chief Records Clerk	51,177	62,371	103	07
Chief of Property Transfers	58,408	71,183	100	07
Child Interview Specialist	43,576	53,108	182	04
Child Support Specialist I	38,689	47,152	686	03
Child Support Specialist II	44,477	54,206	298	03
Child Support Specialist III	46,740	56,963	300	03
Child Welfare Service Supv	70,110	85,445	495	07
Children Services Worker	39,074	47,621	171	04
Children's Services Supervisor	42,937	52,329	180	07
Civil Clerk	33,807	41,201	147	01
Clerk Recorder Manager	58,408	71,183	100	07
Clerk-Dispatcher	38,833	47,327	331	01
Clerk-Dispatcher-Senior	42,881	52,260	853	01
Clerk-Principal	37,743	45,999	637	07
Clinic Coordinator	62,663	76,370	662	07
Code Enforcement Ofcr I	50,298	61,300	194	03
Code Enforcement Ofcr II	55,549	67,699	204	03
Code Enforcement Ofcr III	57,263	69,788	209	07
Coding Specialist	59,819	72,904	269	06
Collector-Tax Programs I	42,456	51,743	470	03
Collector-Tax Programs II	49,222	59,988	475	03
Collector-Tax Programs III	57,079	69,564	480	03
Collector-Tax Programs Supv	62,515	76,189	601	07
Communicable Disease Investgr	46,954	57,224	189	06
Community Educ Specialist	40,057	48,819	173	06
Community Health Technician	34,391	41,914	138	06
Community Health Worker	35,082	42,756	354	04
Community Program Specialist	46,954	57,224	189	07
Concrete FinisherMaintWrkr II	39,441	48,068	327	02
Concrete FinisherMaintWrkr III	43,382	52,871	852	02
Concrete FinisherMaintWrkr IV	47,445	57,823	329	02
Construction & Maint Wkr II	39,441	48,068	327	02
Construction & Maint Wkr III	43,382	52,871	852	02
Construction & Maint Wkr IV	47,445	57,823	329	02
Contact Tracer	37,557	45,772	845	04
Cook	35,358	43,092	820	02
Cook Lead	38,932	47,448	830	02
County 911 Coordinator	47,388	57,753	188	03

County Financial Technicn I	35,103	42,781	720	01
County Financial Technicn II	38,689	47,152	723	01
County Financial Technicn III	44,847	54,657	643	07
County Museum Curator	50,285	61,284	976	07
Crime Systems Specialist I	58,681	71,516	336	03
Crime Systems Specialist II	66,173	80,647	437	03
Crime Systems Specialist III	76,662	93,430	439	03
Crisis Service Worker	55,299	67,394	206	04
Custodial Supervisor	43,767	53,340	210	07
Custodial Worker	34,391	41,914	809	02
Custodial Worker-Lead	37,875	46,160	826	02
Dairy Inspector I	55,579	67,736	691	06
Dairy Inspector II	61,105	74,471	690	06
Dairy Inspector III	67,362	82,096	335	06
Dept HR Training Officer I	56,132	68,410	883	07
Dept HR Training Officer II	59,079	72,001	996	07
Detention Svs Officer-Sher	36,616	44,625	162	03
Dietitian I	69,196	84,331	285	06
Digital Forensic Analyst I	60,841	74,149	901	03
Digital Forensic Analyst II	67,612	82,401	902	03
Digital Forensic Analyst III	76,831	93,636	903	03
Digital Print & Mail Spec	35,520	43,290	156	01
Election Clerk	35,837	43,676	237	01
Election Clerk Senior	39,457	48,087	284	01
Elections Technical Analyst	46,951	57,221	525	01
Emergency Dispatcher I	46,285	56,409	151	03
Emergency Dispatcher II	51,115	62,295	738	03
Emergency Dispatcher III	56,382	68,715	994	03
Emergency Dispatcher-Supv	63,605	77,517	744	07
Engineer I	70,421	85,824	638	03
Engineer II	78,523	95,699	640	03
Engineer III	91,814	111,896	759	07
Engineering Aide	36,979	45,068	163	03
Engineering Technician I	49,707	60,580	740	03
Engineering Technician II	55,987	68,233	201	03
Engineering Technician III	62,483	76,150	753	07
Engineering Technician IV	69,306	84,466	779	07
Engraving Supervisor	51,295	62,515	211	02
Enviromental Health HHW Tech	35,358	43,092	807	03

Environmental Health Aide	36,641	44,655	164	06
Environmental Health Spec I	55,579	67,736	691	06
Environmental Health Spec II	61,105	74,471	690	06
Environmental Health Spec III	67,362	82,096	335	06
Environmental Quality Spec	51,814	63,148	219	03
Environmental Quality Technicn	49,271	60,049	742	03
Farm Crew Leader	38,675	47,134	844	02
Farm Crew Supervisor	59,079	72,001	996	07
Field Evidence Technician	49,103	59,843	418	03
Field Evidence Technician I	49,103	59,843	418	03
Field Evidence Technician II	54,530	66,458	797	03
Field Evidence Technician III	61,870	75,403	798	03
Fingerprint Technician I	46,643	56,846	799	03
Fingerprint Technician II	51,814	63,148	219	03
Fingerprint Technician III	58,681	71,516	336	03
Fire Inspector	47,388	57,753	188	03
Fleet Services Supervisor	55,033	67,070	205	07
Fleet Svs Technician	40,639	49,528	850	02
Food & Laundry Svs Manager	48,371	58,951	192	07
Graphics Specialist	63,880	77,853	283	03
Graphics Specialist,Senior- DA	76,831	93,636	816	03
HHSA Collector Investigator I	38,477	46,893	167	03
HHSA Collector Investigator II	46,767	56,997	111	03
HHSA Storage Facility Supv	44,237	53,913	183	07
Health Aide	34,481	42,023	802	06
Health Education Assistant	46,954	57,224	189	06
Health Education Specialist	55,033	67,070	205	07
Health Program Assistant	35,920	43,777	158	06
Heavy Equip Welder Mechanic II	53,398	65,078	966	07
Heavy Equip Welder-Mechanic I	48,589	59,217	871	02
Heavy Equipment Mechanic I	43,133	52,568	859	02
Heavy Equipment Mechanic II	48,589	59,217	871	02
Heavy Equipment Mechanic III	54,356	66,246	430	07
Heavy Equipment Mechanic IV	59,079	72,001	996	07
IHSS Program Specialist I	59,840	72,929	234	07
IT Business Intell Develpr II	68,452	83,425	227	07
IT Business Intell Devlpr I	61,987	75,546	287	07
IT Client Specialist I	53,039	64,640	307	07
IT Client Specialist II	61,822	75,345	308	07

IT Communications Systems Adm	82,097	100,054	313	07
IT Data Center Administrator	68,452	83,425	227	07
IT Desktop Technician I	44,504	54,239	303	07
IT Desktop Technician II	51,695	63,003	305	07
IT Desktop Technician III	60,039	73,172	306	07
IT Document Specialist I	53,039	64,640	307	07
IT Document Specialist II	61,822	75,345	308	07
IT Document Specialist III	71,810	87,517	309	07
IT Documentation Technician	42,937	52,329	180	07
IT Eprise Content Mgt Spc I	53,039	64,640	307	07
IT Eprise Content Mgt Spc II	61,822	75,345	308	07
IT Logistics Planner I	56,354	68,681	301	07
IT Logistics Planner II	61,987	75,546	287	07
IT Logistics Technician I	36,616	44,625	162	03
IT Logistics Technician II	42,515	51,814	179	03
IT Network Administrator I	70,666	86,123	312	07
IT Network Administrator II	82,097	100,054	313	07
IT Network Technician I	51,695	63,003	305	07
IT Network Technician II	60,039	73,172	306	07
IT Radio Installer I	44,504	54,239	409	03
IT Radio Installer II	51,696	63,004	410	03
IT RadioCommunicationsTech I	60,039	73,172	412	03
IT RadioCommunicationsTechII	70,666	86,123	413	03
IT Security Administrator I	70,666	86,123	312	07
IT Specialist App Support I	53,039	64,640	307	07
IT Specialist App Support II	61,822	75,345	308	07
IT Sys Application Trainer II	59,079	72,001	996	07
IT Sys Applicaton Trainer I	56,132	68,410	883	07
IT System Administrator I	70,666	86,123	312	07
IT System Administrator II	82,097	100,054	313	07
IT System Technician I	51,695	63,003	305	07
IT System Technician II	60,039	73,172	306	07
IT Systems and Procedure An II	68,452	83,425	227	07
IT Systems and Procedures An I	61,987	75,546	287	07
Inmate Program Specialist Supv	54,199	66,054	442	07
Inmate Programs Specialist	39,640	48,311	603	03
Investigative Auditor	63,495	77,383	783	03
Investigative Technician I	34,845	42,467	296	03
Investigative Technician II	38,477	46,893	167	03

Investigator Aide	38,477	46,893	167	03
Investigator I-Public Def	65,424	79,734	627	03
Investigator I-Public Def-B	68,865	83,928	908	03
Investigator II-Public Def	72,308	88,124	628	03
Investigator II-Public Def-B	75,753	92,322	896	03
Investigator-Health & Human Sv	68,865	83,928	908	03
Investigator-Pub Def-Senior	79,543	96,941	629	03
Investigator-Pub Def-Senior-B	83,328	101,555	631	03
Investment Officer	51,850	63,191	199	07
Laboratory Assistant	36,820	44,873	721	06
Laboratory Assistant Lead	40,506	49,366	743	06
Laboratory Support Supervisor	48,306	58,872	545	07
Laboratory Technician	38,120	46,458	168	06
Laboratory Technician Lead	44,063	53,701	265	06
Lactation Coordinator	69,196	84,331	285	06
Land Surveyor I	70,421	85,824	638	03
Land Surveyor II	78,523	95,699	640	03
Land Surveyor III	91,814	111,896	759	07
Landfill Technician I	49,707	60,580	740	03
Landfill Technician II	55,987	68,233	201	03
Landfill Technician III	62,483	76,150	753	07
Laundry Technician	35,026	42,687	832	02
Law Clerk	48,222	58,770	733	03
Lead Care Manager	47,041	57,330	294	04
Legal Clerk	36,953	45,036	160	01
Legal Clerk-Supv	42,937	52,329	180	07
Legal Office Assistant	36,587	44,589	829	01
Legal Office Assistant Lead	40,245	49,048	274	01
Legal Office Assistant-Supv	44,326	54,022	835	07
Librarian I	45,095	54,959	648	03
Librarian II	51,308	62,530	196	03
Librarian III	56,694	69,094	208	07
Library Assistant I	34,391	41,914	139	01
Library Assistant II	37,875	46,160	149	01
Library Assistant III	41,719	50,844	159	01
Library Literacy Asst I	34,391	41,914	139	01
Library Svs Specialist I	45,095	54,959	136	03
Library Svs Specialist II	51,308	62,530	196	03
Library Svs Specialist III	57,795	70,436	232	03

Mail Processor	34,391	41,914	137	01
Maintenance Electrician	46,698	56,912	186	02
Maintenance Painter	43,562	53,090	860	02
Maintenance Supervisor	55,033	67,070	205	07
Maintenance Worker I	37,914	46,207	805	02
Maintenance Worker II	41,867	51,025	175	02
Maintenance Worker III	45,325	55,239	865	02
Medical Assistant	38,120	46,458	168	06
Medical Office Assistant	34,481	42,023	796	01
Medical Office Assistant Lead	37,988	46,297	815	01
Medical Office Assitant, Supv	43,989	53,611	878	07
Mental Health Assc Clin I - Un	76,734	93,518	754	04
Mental Health Assc Clin II-Un	80,635	98,272	773	04
Mental Health Case Mgr I	38,552	46,984	834	04
Mental Health Case Mgr II	42,555	51,863	290	04
Mental Health Case Mgr III	47,041	57,330	294	04
Mental Health Clinical Supv	89,752	109,384	297	07
Mental Health Clinician-Licens	86,441	105,349	761	04
Mental Health Technician I	39,703	48,388	839	04
Mental Health Technician II	43,844	53,434	851	04
Museum Assistant	33,807	41,201	147	01
Nurse I-Supv	90,401	110,174	763	07
Nurse Practitioner	109,608	133,582	769	06
Nurse Practitioner - OB	109,608	133,582	769	06
Nurse-Graduate Public Health	76,248	92,926	752	06
Nurse-Licensed Vocational	44,063	53,701	265	06
Nurse-Public Health I	80,123	97,648	755	06
Nurse-Public Health II	84,197	102,614	760	06
Nurse-Public Health Lead	87,441	106,567	770	06
Nurse-Quality Assurance	80,063	97,575	756	06
Nurse-Registered	76,248	92,926	752	06
Nurse-Registered CWS	76,248	92,926	752	06
Nurse-Registered-Lead	80,063	97,575	756	06
Nutrition Assistant	34,549	42,106	140	06
Nutrition Assistant Lead	38,055	46,379	653	06
Nutritionist MastDegreed	65,424	79,734	627	06
Nutritionist, Supv Pub Hlth	79,508	96,899	897	07
Nutritionist-Degreed	62,336	75,971	346	06
Occupational Therapist	82,265	100,259	689	06

Office Assistant	34,481	42,023	822	01
Office Assistant Lead	37,988	46,297	276	01
Office Assistant,Supv	41,832	50,982	281	07
Paralegal I	43,739	53,306	729	03
Paralegal II	45,925	55,970	730	03
Parks & Grounds Operations Sup	50,586	61,651	863	07
Parks & Grounds Worker	35,718	43,531	828	02
Parks & Grounds Worker-Senior	39,337	47,941	842	02
Parts & Inventory Specialist	40,639	49,528	850	02
Patient Accounts Rep	35,169	42,862	264	01
Patient Accounts Rep - Lead	38,886	47,392	462	01
Patient Accounts Rep, Supv	46,031	56,099	991	07
Payroll Clerk I	37,016	45,113	444	01
Payroll Clerk II	40,718	49,624	855	01
Payroll Techician II	51,891	63,241	862	07
Payroll Technician I	47,174	57,492	861	07
Payroll Technician III	57,081	69,566	868	07
Peer Support Specialist	35,082	42,756	354	04
Peer Support Specialist Lead	40,814	49,742	358	04
Physical Therapist	82,265	100,259	689	06
Physical Therapist Asst	53,824	65,597	741	06
Physician Assistant	109,606	133,580	261	06
Planner I	55,834	68,047	618	03
Planner II	62,336	75,971	460	03
Planner III	72,191	87,982	620	07
Planner-Associate Regional	74,646	90,974	419	03
Planner-Regional	66,350	80,863	632	03
Planner-Senior Regional	85,550	104,263	233	07
Planning Technician I	36,979	45,068	163	03
Planning Technician II	40,835	49,767	644	03
Planning Technician III	45,095	54,959	648	03
Print and Mail Svs Supervisor	46,954	57,224	189	07
Prob Collections Investigator	38,477	46,893	167	03
ProbCollectionsInvestigatorII	46,767	56,997	111	03
Probation Accounts Supervisor	52,364	63,818	200	07
Probation Programs Spec Supv	54,199	66,054	442	07
Probation Programs Specialist	39,640	48,311	603	03
Probation Technician	41,242	50,263	174	03
Probation Voc Edu Instructor	60,172	73,334	213	03

Procurement Specialist I	44,690	54,465	099	03
Procurement Specialist II	49,605	60,455	093	03
Procurement Specialist III	59,643	72,689	094	03
Procurement Specialist, Supv	65,932	80,353	092	07
Procurement Technician	37,825	46,099	095	03
Program Specialist - CalWorks	59,840	72,929	234	07
Property & Evidence Supervisor	46,527	56,704	365	07
Property Specialist I	51,295	62,515	650	03
Property Specialist II	56,659	69,052	882	03
Property Specialist III	72,590	88,468	972	07
Property and Evidence Technici	42,297	51,549	364	03
Prosecution Assistant	50,256	61,249	342	03
PubDefInvestigatorAssistant	43,738	53,305	535	03
Public Defender Intervwr I	38,080	46,409	814	03
Public Defender Intervwr II	42,069	51,271	176	03
Public Guardian-Deputy I	50,574	61,636	677	04
Public Guardian-Deputy II	56,970	69,431	876	04
Public Health Micro-Biol I	70,789	86,273	681	06
Public Health Micro-Biol II	78,950	96,219	639	06
Public Health Micro-Biol III	87,435	106,560	806	07
Public Health Micro-Biol Trne	45,123	54,993	185	06
Public Health Prog Coordinator	62,663	76,370	662	07
Refuse Equipment Operator I	39,820	48,530	328	02
Refuse Equipment Operator II	45,118	54,987	967	02
Refuse Equipment Operator III	47,445	57,823	329	02
Refuse Site Attendant	38,190	46,544	787	02
Refuse Site Caretaker	34,391	41,914	813	02
Refuse Site Supervisor	71,440	87,067	867	07
Registered Dietitian	72,709	88,613	286	07
Regulatory Compliance Spec	51,307	62,529	712	02
Retirement Specialist I	50,572	61,634	975	01
Retirement Specialist II	54,647	66,600	652	01
Retirement Specialist III	60,161	73,320	347	01
Road Use Inspector	49,707	60,580	740	03
Road Yard Assistant	40,639	49,528	850	02
Self Suffency Support Asst	35,143	42,830	947	01
Self Suffency Support Asst Lea	39,463	48,095	849	01
Self Sufficiency Counselor	37,557	45,772	845	04
Self Sufficiency Counselr Lead	41,472	50,544	857	04

Self Sufficiency Resrce Spec	45,795	55,812	926	04
Self Sufficiency Supervisor II	50,828	61,946	197	07
Self Sufficiency Support Supv	46,031	56,099	991	07
Senior Services Supervisor	54,488	66,406	655	07
Sheriff Communication Officer	42,282	51,531	843	03
Sheriff Correctional Cook	38,932	47,448	830	02
Sheriff Correctional Cook Lead	43,133	52,568	859	02
Sheriff's Asset Mgmt Aide	42,937	52,329	180	07
Sheriff's Background Invest	42,937	52,329	450	03
Sheriff's Community Liaison Sp	50,456	61,492	821	01
Sheriff's Records Clerk	35,869	43,715	157	01
Sheriff's Records Clerk-Supv	41,681	50,798	177	07
Sheriff's Security Officer	42,245	51,485	784	03
Sheriff's Training Technician	42,937	52,329	180	07
Social Service Worker Asst	35,403	43,147	746	04
Social Service Wrker Asst-Lead	39,000	47,530	804	04
Social Svs Supervisor I	54,488	66,406	655	07
Social Svs Supervisor II	61,377	74,802	890	07
Social Svs Worker I	39,463	48,095	849	04
Social Svs Worker II	43,576	53,108	182	04
Social Svs Worker III	48,125	58,652	873	04
Social Svs Worker III-CWS	60,829	74,134	428	04
Social Svs Worker III-CWS-Lead	63,880	77,853	438	04
Social Worker I-Clinical	76,734	93,518	754	04
Social Worker II-Clinical	80,635	98,272	773	04
Social Worker-Adult Services	55,851	68,068	207	04
Social Worker-Licensed	86,441	105,349	761	04
Stock Clerk	35,358	43,092	154	01
Subpoena Services Supervisor	45,690	55,684	316	07
Supervising Civil Clerk	37,715	45,964	636	07
Supervising Law Clerk	52,160	63,569	671	07
Supportive Services Supv	46,031	56,099	991	07
Supv Child Support Specialist	55,579	67,736	881	07
Supv Licensed Social Worker	89,752	109,384	297	07
Surplus Store Clerk	36,557	44,553	350	03
Surplus Store Supervisor	46,489	56,658	362	07
Systems & Procedures Ana I	61,987	75,546	287	07
Systems & Procedures Ana II	68,452	83,425	227	07
Systems & Procedures Supv	84,512	102,997	124	07

TCAG Accountant I	53,824	65,597	741	07
TCAG Accountant II	59,440	72,441	745	07
TCAG Accountant III	66,299	80,801	776	07
Tax Collections Supervisor	62,515	76,189	601	07
Therapist Aide	34,863	42,489	155	06
Tire Repairer	36,087	43,980	837	02
Title & Admin Technician I	38,451	46,861	324	01
Title & Admin Technician II	42,295	51,546	717	01
Title & Admin Technician Supv	52,160	63,569	671	07
Traffic Control Supervisor	50,318	61,324	193	07
Traffic Control Worker	39,441	48,068	327	02
Traffic Control Worker Lead	43,450	52,954	856	02
Trainer-Child Welfare Svs	63,734	77,675	112	07
Training Officer I	56,132	68,410	883	07
Training Officer II	59,079	72,001	996	07
Transit Technician	54,356	66,246	430	02
Tree Maintenance Specialist	39,843	48,558	847	02
Veteran Services Technician	37,231	45,374	293	03
Veterans Services Officer	62,604	76,297	212	07
Veterans Svs Representative	43,576	53,108	182	04
Veterinary Technician	37,231	45,374	293	03
Victim Witness Claims Spec I	38,318	46,699	819	04
Victim Witness Claims Spec II	40,270	49,079	833	04
Victim Witness Worker I	39,463	48,095	849	04
Victim Witness Worker II	43,576	53,108	182	04
Victim Witness Worker III	48,425	59,017	131	04
Victim Witness Worker-Supv	53,824	65,597	741	07
Vital Statistics Coordinator	45,330	55,245	792	01
Vocation Bldg Cont Instructor	60,172	73,334	213	02

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