

MEMORANDUM OF UNDERSTANDING

Between

The County of Tulare

and

**Tulare County Probation Association (TCPA)
(Bargaining Unit 12)**

July 1, 2023 through June 30, 2025

Resolution No. 2023-0581

Agreement No. 31287

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

Table of Contents

Article 1 PURPOSE.....	5
Article 2 RECOGNITION	5
Article 3 MANAGEMENT RIGHTS	5
Article 4 NON-DISCRIMINATION	6
Article 5 EMPLOYEE RIGHT TO KNOW	6
Article 6 EMPLOYEE RIGHT TO REPRESENTATION	6
Article 7 PERSONNEL FILES.....	6
Article 8 SALARY.....	7
Article 9 OVERTIME.....	9
Article 10 ALTERNATIVE WORK SCHEDULES.....	11
Article 11 EMPLOYEE WORK LOCATION	11
Article 12 SENIORITY RIGHTS.....	11
Article 13 HEALTH PLAN ADVISORY GROUP.....	12
Article 14 EMPLOYEE BENEFIT PLAN	12
Article 15 HEALTH & SAFETY.....	16
Article 16 EMPLOYEE TRAVEL.....	17
Article 17 VEHICLE OPERATION.....	17
Article 18 TRANSPORT IN PRIVATE VEHICLES.....	18
Article 19 CALL BACK.....	18
Article 20 SHIFT DIFFERENTIAL	18
Article 21 SHIFT ROTATION & SCHEDULE.....	18
Article 22 UNIFORMS & PROPERTY REPLACEMENT.....	19

Article 23 PROBATIONARY PERIOD.....	20
Article 24 EMPLOYEE GRIEVANCE PROCEDURE	21
Article 25 SICK LEAVE PAY ON SEPARATION.....	24
Article 26 MEDICAL SEPARATION	24
Article 27 MAINTENANCE OF BENEFITS	25
Article 28 UNION MEMBERSHIP.....	25
Article 29 PAYROLL DEDUCTION.....	26
Article 30 PAYROLL.	26
Article 31 WORK ACCESS AND EMPLOYEE INFORMATION	27
Article 32 EMPLOYEE ORGANIZATION TIME-OFF	27
Article 33 ORIENTATION PRESENTATION.....	28
Article 34 POSITION RECLASSIFICATION.....	28
Article 35 JOB DESCRIPTION	28
Article 36 NO STRIKE - NO LOCKOUT	28
Article 37 SEVERABILITY	29
Article 38 CONDUCT AND DISCIPLINE.....	29
Article 39 FULL AGREEMENT.....	36
Article 40 AMERICANS WITH DISABILITIES ACT	37
Article 41 HOLIDAYS/VACATION LEAVE.....	37
Article 42 RETIREMENT	41
Article 43 PROBATION OFFICER & PCO FLEXIBLY ALLOCATED SERIES.....	41
Article 44 RENEGOTIATION	41
Article 45 DRINKING WATER	41

Article 46 TUITION REIMBURSEMENT	42
Article 47 PERSONNEL RULES & POLICY REVISIONS	42
Article 48 SENIORITY SCORES	42
Article 49 LAYOFFS	42
Article 50 DEFERRED COMPENSATION PLAN	42
Article 51 ERRORS OR OMISSIONS	42
Article 52 TERM	43
Article 53 SB 1085 UNION LEAVE	43
Article 54 OVERTIME CALCULATION	44
Addendum A TUITION REIMBURSEMENT GUIDELINES.....	45
Addendum B OVERTIME CALCULATIONS.....	46

Article 1 PURPOSE

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

Article 2 RECOGNITION

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

Unit 12 - Probation Officer I, II, III, IV; Probation Correctional Officer I, II, III; and Probation Detention Services Officer

The parties recognize that TCPA may represent their members in their employment relations with the County in accordance with their certification as the exclusive representative of employees in an appropriate representation unit.

Article 3 MANAGEMENT RIGHTS

After discussion and due consideration, the County and TCPA 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:

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

- 7) To revise or eliminate existing methods, equipment or facilities.

Decisions under this section shall not be subject to the grievance procedure provided in Article 24. 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 NON-DISCRIMINATION

There shall be no discrimination against any person because of race, religious creed, color, national origin, ancestry, physical handicap, marital status, gender, sexual orientation, age, or any other criteria prohibited by law.

The parties mutually agree to fully protect the rights of all employees to join or not to join and to participate or not to participate in the activities of TCPA, to have TCPA represent them in their employment relations, or to exercise their rights under this agreement. No employee shall be intimidated, coerced, restrained, or discriminated against because of the exercise of these rights.

Article 5 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.

This provision will in no way nullify or suspend the provisions of Government Code Sections 3300 through 3311.

Article 6 EMPLOYEE RIGHT TO REPRESENTATION

The County and employees covered by this Agreement shall adhere to the provisions of Government Code Sections 3300 through 3311, known as the Public Safety Officers Procedural Bill of Rights. This shall only apply to employees who are covered by the Public Safety Officer Procedural Bill of Rights.

Prior to any meeting with an employee involving disciplinary proceedings, or at any point during an interrogation or interview where disciplinary action becomes a probability, the County shall advise the employee of their right to representation.

Article 7 PERSONNEL FILES

Employee(s), or a TCPA 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.

It is further understood and agreed that documents such as reference letters and background investigations, are exempt from review by the employee or the Association.

The employee shall acknowledge that he/she has read such material by affixing their 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 8 SALARY

Salary

A salary increase of 5% 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.

In the second year of the agreement, there shall be a 3% salary increase for all classifications in the unit, effective June 30, 2024.

Equity

A 3% equity increase to the Probation Correctional Officer III classification, commencing with the first full pay period following Board approval, effective no sooner than July 2, 2023.

Merit Increases

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

Bilingual Pay

Bilingual employees determined by the County to meet the County criteria for moderate usage will receive an additional pay equal to 2.5% of their base for each standard or scheduled regular hour in the work period for continued use of this skill.

Firearm Differential

Subject to the restrictions stated below, employees covered by the agreement who are assigned to an armed position in an armed unit and have been issued a firearm shall receive an additional pay equal to 3% of their base salary. The eligible classifications include Deputy Probation Officer and Probation Correctional Officer. Employees in these assignments may also be required to perform as lead Officers.

Career Development Pay:

For the purposes of retention and as an incentive to self-development, additional pay is authorized for employees represented by Bargaining Unit 12 who meet the following criteria:

1. For employees employed and in Unit 12 prior to July 23, 1995:
 - a. Advanced Level – Payment of \$1,800 per year provided,
 1. 5 years of continuous service with the County in their eligible class.
 2. Possession of both STC Core and PC 832 Certificates.
 3. Attendance and completion of all assigned and required annual training as identified by the department.
 4. Satisfactory PAF or higher in latest review period.
 - b. Senior Level – Payment of \$3,100 per year provided,
 1. 2 additional years of continuous service than the Advanced Level (7 years total).
 2. Possession of both STC Core and PC 832 Certificates.
 3. Attendance and completion of all assigned and required annual training as identified by the department.
 4. Satisfactory PAF or higher in latest review period.
 - c. Level III – Payment of \$4,300 per year provided,
 1. 2 additional years of continuous service than the Senior Level (9 years total).
 2. Possession of both STC Core and PC 832 Certificates.
 3. Attendance and completion of their assigned and required annual training as identified by the department.
 4. Satisfactory PAF or higher in latest review period.
2. For employees employed and in Unit 12 on or after July 23, 1995:
 - a. Senior Level – Payment of \$850 per year provided,
 1. 7 years of continuous service with the County in their eligible class.
 2. Possession of both STC Core and PC 832 Certificates.
 3. Attendance and completion of all assigned and required annual training as identified by the department.
 4. Satisfactory PAF or higher in latest review period.
 - b. Level III – Payment of \$1,500 per year provided,
 1. 2 additional years of continuous service than the Senior Level (9 years total).
 2. Possession of both STC Core and PC 832 Certificates.

3. Attendance and completion of their assigned and required annual training as identified by the department.
4. Satisfactory PAF or higher in latest review period.

The payments shall be made on a bi-weekly basis. The career development payments shall not be considered as part of the employees' base salary rate for the purposes of calculating the Flexible Benefits Program, but shall be considered as part of the employees' salary for overtime and retirement benefits. Employees are only eligible for one career development payment above (non-cumulative).

Fulfillment of this training requirement is based on completion of all assigned and required training completed in the last fiscal year. For example, on July 1, 2021, an employee's ability to qualify for CDP will be based on their completion of all assigned and completed training for FY20/21. If an employee does not meet the training requirements as noted above, due to a work-related injury, and the employee is out on 4850 leave, then the training requirement will be waived; however, if an employee fails to attend training when not on a 4850 leave, but then goes out on a 4850 leave, they will not qualify for the training waiver. Employees will be required to attend all assigned training, while working; failure to do so, will not qualify for a waiver.

Article 9 OVERTIME

- 1) The County and its employees will comply with all provisions of the Federal Fair Labor Standards Act (FLSA).
- 2) Qualifying overtime worked shall be compensated either by, (1) cash payment for overtime hours at the overtime rate or, (2) accrual of compensatory time off (CTO) at a rate of one-and- one-half hours for each overtime hour worked, unless otherwise provided by the Board. When an employee uses CTO, it shall be paid out at the employee's regular rate of pay.
- 3) Employees shall not accrue more than 80 CTO hours.
- 4) Joint employment that creates an overtime liability for the County is prohibited without permission from the Board.
- 5) Non-sworn employees shall be subject to a 7-day FLSA work period which begins Sunday at 6:00 a.m. and ends Sunday at 5:59 a.m., unless otherwise modified by an agreed upon alternative work schedule pursuant to Article 10 or as otherwise noted in this Agreement.
- 6) Sworn employees shall be subject to a 14-day FLSA work period under 207(k) of the FLSA, which begins Sunday at 6:00 a.m. and ends Sunday at 5:59 a.m. two weeks later.
- 7) Regardless of the applicable FLSA work period, under this Agreement, subject to Section 8 below, employees shall be compensated at the overtime rate for all hours actually worked in excess of the 7-day period, which is tracked beginning on Sunday at 6:00 a.m. and ending Sunday at 5:59 a.m.
- 8) Where a sworn employee has mutually agreed in writing with the Department to flex time off between the first and second week of a biweekly pay period, such flex time will be counted

towards overtime for hours actually worked over eighty (80) hours over the 14-day work period (e.g., If an employee and the Department agreed, for an employee to flex 8 hours

between the first and second week of a work period and works 48 hours in the first week of the work period and 32 hours in the second week of the work period, the employee would have worked a total of 80 hours in the 14-day work period and would not be entitled to overtime unless he/she worked any additional hours over the 80 hours during the work period). Flexing across different 14-day work periods is not permitted and only sworn employees are eligible for this provision, upon express written approval by the Department.

- 9) Only actual hours worked (excludes all other pay types such as vacation, sick, holiday, and personal holiday) shall be used for purposes of determining hours worked for overtime eligibility. An employee cannot work overtime while off on vacation or sick time within the same workday.

When the department determines that there is a need for overtime, the determination of which employee shall work such time will be determined by an employment list, based on seniority (which is an employee's date of service within the Probation Department). The list shall be applied to those employees that are currently on shift when staffing the current or the following shift.

Voluntary Overtime - Initially, the overtime will be offered to the most senior employee on the list. If he/she works or declines the overtime, such will be noted on the employment list. If the overtime is declined, the next most senior employee on the list will be offered the overtime, and such will continue until the overtime is covered or until the entire list has been offered to work the overtime on a voluntary basis. This shall continue throughout each four month shift rotation (commencing January, then in May, and in September) or until all of the employees on the list have been offered voluntary overtime, whichever comes first. At that time, the cycle shall start over with the most senior person.

When attempting to fill a shift(s) with notice of more than twenty-four (24) hours, an email will be sent out to all eligible employees assigned to the facility offering the shift(s) as voluntary overtime. A deadline for responses will be set by the Institution Supervisor (IS) sending out the email and will be clearly stated in the email. Once the designated time has elapsed, the IS will contact the most senior eligible employee(s) who responded to the email and formally offer one (1) shift per employee.

Emails offering overtime will be sent to the employee's County email address. Employees may elect to provide a personal email address to be added to the overtime mass email list as well.

Personal email addresses provided for this overtime notification purpose will only be used to offer overtime hours. It is the employee's responsibility to update their personal email address with the department.

If the overtime hours are not covered on a voluntary basis, mandatory overtime shall become necessary.

Mandatory Overtime- Initially, the mandatory overtime shall first be worked by the least senior employee on the list. After an employee has worked mandatory overtime, such shall be noted. When mandatory overtime is again required, the next employee on the list shall be required to work the overtime. This shall continue throughout each four month shift rotation or until all of the

employees on the list have worked mandatory overtime, whichever comes first. At that time, the cycle shall start over with the least senior person.

In the event all available staff on shift have been crossed off the list, the least senior eligible employee will be required to stay.

Employees who have already worked sixteen (16) hours or more beyond their regularly scheduled hours during the work week in which mandatory overtime is required, will not be subject to mandatory overtime, unless all other eligible staff on duty at the time have also worked sixteen (16) additional hours that week. If that is the case, the least senior eligible employee on the list will be required to stay

When staffing levels permit and the department is seeking voluntary overtime, the department will attempt to offer flex time prior to overtime. It may not always be feasible to offer flex time to the most senior person working. However, the supervisor shall make an effort to offer flex time, beginning with the most senior employee, based on each eligible employee's existing work schedule and staffing throughout the remainder of the pay period. Flex time shall be upon mutual agreement between the supervisor and employee.

Article 10 ALTERNATIVE WORK SCHEDULES

An employee or a group of employees may, upon mutual agreement with their appointing authority, establish alternative work schedules and/or work hours including, but not limited to, 4-10 work week or 9-80 bi-weekly work periods. The appointing authority may establish "core" work hours and/or work days to meet the needs of the department.

Employees participating in an approved alternative work schedule shall be scheduled so that they do not accrue overtime as a result of their regular scheduling.

Article 11 EMPLOYEE WORK LOCATION

Each employee shall be assigned a work location. Travel time to 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 reassigned anywhere more than 15 miles from their assigned work location, the employee shall be eligible for mileage reimbursement. The County shall reimburse the employee at the current County mileage rate for the net difference between the employee's previous commute and the employee's new commute for the first two weeks of the reassignment.

Article 12 SENIORITY RIGHTS

The appointing authority shall use seniority in the scheduling of Vacations, Shift Bidding, and Overtime, in accordance with the below.

Definition

Seniority shall be based on an employee's date of service within the Probation Department. When two or more employees share the same date, the tie will be broken by referring to the employees'

County Identification numbers. The employee with the lower of the two numbers, having been assigned employment first, will be considered the more senior employee.

Application

Seniority by date of service within the Probation Department shall be used for Vacation Scheduling, Shift Bidding, and Overtime; however, the department reserves the right, based on business necessity staff experience, safety, training, coverage, or other operational reasons), to override the usage of seniority. If such an override occurs, the supervisor will provide the reason to the affected employee(s).

Seniority List

A departmental seniority list will be maintained by the department and made available to employees at each department work location. This list will break represented staff down by Detention Services Officer, Probation Correctional Officer I, II, and III, and Probation Officer I, II, III, and IV classifications. The seniority order will be based on the most recent hire date with Tulare County Probation Department.

When seniority is used to make decisions regarding Vacation Scheduling, Shift Bidding, or Overtime, only the seniority of available staff assigned to the particular institution, office, work unit, and/or shift in question at the time will be considered.

Transfer

S

When an employee transfers from one work location or job assignment to another within the Probation Department, the department will honor any vacation requests granted prior to the transfer, regardless of the seniority of the employee in their new assignment. Seniority in the current assignment will then be considered when granting vacation requests following the transfer.

Probationary Employees

Employees who are on probation in their current position, have not completed all training required for their current position, and/or have transferred to the probation department from another county department within the previous year, may not be immediately eligible for consideration for specific shift assignments or overtime.

Vacation Scheduling

See Article 41 (6.8.2).

Shift Bidding

See Article 21.

Overtime

See Article 9.

Article 13 HEALTH PLAN ADVISORY GROUP

TCPA shall be allowed one seat on the Health Plan Advisory Group. Such representative must be an employee in Unit 12. Such representative shall only serve during such time when TCPA has a general Memorandum of Understanding with the County or while meet and confer sessions are on-going toward a successor agreement.

Article 14 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 and long term disability 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.

TCPA has an independent, Association operated benefit plan that provides all benefits mandated by the County's plan. All bargaining unit members are required to participate in TCPA's plan. Bargaining Unit members shall therefore use their employee benefit amount to pay for their medical insurance premiums from the TCPA plan, not the County's plan.

A. Benefit Amount

The Benefit Amount being received by each employee of this unit is a fixed benefit amount. The Benefit Amount shall not be changed by a step increase/decrease or a general salary increase/decrease in the classification. Any future adjustments to the Benefit Amount will be completed through the normal meet and confer process.

Notwithstanding any other provision in this article no health insurance enrolled employee will receive a benefit amount less than the Minimum Benefit Amount described herein above, unless the premium cost for the Employee Only coverage under the TCPA Health Plan is less than the Minimum Benefit Amount for Employee Only coverage for the County's Blue Cross \$750 Deductible PPO Plan (Medical, Dental PPO, Vision, and Life Insurance), in such instances the employee shall receive a benefit amount equal to the premium cost of the Employee Only coverage in the TCPA Health Plan.

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 (shall receive the greater amount of their current Benefit Amount or promoted Benefit Amount).

The Minimum Benefit Amount is equivalent to the premium amount for Employee Only coverage in the County's Anthem Blue Cross \$750 Deductible Medical Plan, dental, vision, and life insurance. For the Health Plan Years 2023, 2024, and 2025 should the premium amount for Employee Only coverage in the County's Anthem Blue Cross \$750 Deductible Medical Plan (dental, vision, and life insurance) increase for Health Plan Years 2023, 2024, and 2025 the County shall increase the Minimum Benefit Amount by the same amount (unless the premium cost for the Employee Only coverage under the TCPA Health Plan is less than the County's Anthem Blue Cross \$750 Deductible Plan), for those employees who are enrolled in the TCPA Health Plan.

The County shall contribute \$20.00 per pay period (24 pay periods) for employees selecting Employee + Spouse, Employee + Child, or Employee + Family coverage, effective with the 2018 Health Plan Year.

2024 Health Plan Year:

Commencing with the 2024 Health Plan year, the County shall contribute an additional \$25.00 per pay

period to each of the following coverage levels per pay period (24 pay periods):

Employee + Spouse: \$45.00
Employee + Child: \$45.00
Employee + Family coverage: \$45.00

2025 Health Plan Year:

Commencing with the 2025 Health Plan year, the County shall contribute and additional \$25.00 per pay period to each of the following coverage levels per pay period (24 pay periods).

Employee + Spouse: \$70.00
Employee + Child: \$70.00
Employee + Family coverage: \$70.00

Employees hired before September 13, 2009 who are enrolled in the TCPA health plan, shall receive the Globally Frozen Value that they were receiving on September 12, 2009 or the Minimum Benefit Amount, whichever is greater.

Employees hired on or after September 13, 2009 who are enrolled in the TCPA health plan, shall receive the Step 1 value of their Job Code on September 13, 2009 or the Minimum Benefit Amount, whichever is greater.

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. Remainder Benefit Amounts Added to Salary

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.

D. Initiation of Benefits for New Employees

Employees that enroll in TCPA's Health Plan shall receive their Benefit Amount (see A. above) and have a premium deduction commence two (2) pay periods prior to the effective date of coverage. The effective date of coverage shall be the first (1st) day of the month following sixty (60) calendar days of employment. The premium deduction shall be remitted to TCPA to pay for the health plan premium.

E. Waivers

Employees hired before September 13, 2009 shall receive the greater of the employee's Frozen Value on September 13, 2009 or \$216.61 (Minimum Benefit Amount for the 2009 Health Plan Year) as an opt-out payment per pay period (excluding the two (2) annual benefit holidays where a Benefit Amount is not received).

Employees hired on or after September 13, 2009 shall receive \$41.67 per pay period as an opt-out payment. The opt-out payment shall commence on the employee's third (3rd) paycheck following their date of hire (excluding the two (2) annual benefit holidays where a Benefit Amount or cash-in-lieu of medical benefits is not received).

F. Eligible Opt-Out Arrangement

Employees may elect to waive enrollment in TCPA's health insurance coverage in any given Plan Year. Employees who elect to waive enrollment in TCPA'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.

TCPA will only offer employees all coverage (medical, dental, and vision) or employees will opt out of all coverage. Employees who refuse to participate are not eligible to receive the County's Benefit Amount. Employees will receive their opt-out payment based upon their date of hire as cited in A. above. Employees may retain eligibility to receive a cash-in-lieu of medical benefits if they opt out under one of the following conditions:

1. Employees who can provide written evidence satisfactory to the County Human Resources & Development Department showing that they are covered pursuant to paragraphs "a" through "d" below and who satisfy the requirements of paragraph "e" may opt out of the employee benefit plan.
 - a. As a dependent on a parent, spouse or domestic partner's employer-provided group health plan; or
 - b. As a member of an employer-sponsored retiree group health plan or an eligible and covered dependent thereon; or
 - c. As a retiree member, or an eligible and covered dependent thereon, of a group health plan sponsored by any branch of the United States military; or
 - d. As a Medicare recipient; or
 - e. Enrolled in Medicaid or TRICARE programs.
 - f. Notwithstanding the above, employees in this unit are required to maintain the base Life Insurance Policy (currently \$10,000) through the Employee Benefit Plan.
2. Employees who opt out of the health insurance and meet the requirements of paragraph 1. above will have their opt-out payment added to their taxable wages.
3. An eligible employee must inform the County that the employee intends to opt out of the benefit plan, as set forth above, according to the following: new employees must provide proof in accordance with 1. Above, a) within thirty (30) days of commencing employment or, b) during open enrollment for health benefits or, c) within thirty (30) days of a qualifying event.
4. An employee who opts out of the TCPA Health Plan must rejoin their plan within thirty (30) days of losing eligibility to qualify for the opt-out provisions as described above. An employee who does not comply with this provision shall not be able to receive their opt-out payment.

G. TCPA Health Plan Criteria

TCPA may continue to maintain its own health benefit program if the program meets the following criteria:

- 1) TCPA must maintain a bona fide health benefit program through a mainstream health care provider.
- 2) TCPA's health benefit program must result in real savings to Unit 12 employees over the current County plan.
- 3) TCPA must maintain an initial implementation and enrollment plan.
- 4) TCPA must maintain an ongoing service plan including:
 - a) A plan for annual reenrollment.
 - b) An ombudsman to address problem claims.
 - c) A complete employee information packet.
 - d) A payroll coordination plan.
- 5) TCPA must maintain a plan for compliance with all laws applicable to the operation of a health care plan including but not limited to HIPAA.
- 6) The County will collect a County Administration Fee of \$3.00 per pay period from each Bargaining Unit 12 employee (includes both enrolled and waived) by payroll deduction. This County Administration Fee will be remitted to the County to cover costs associated with the administration of the Benefit Amount and necessary communication and coordination of coverage with TCPA's Health Plan Administrator.
- 7) Unit 12 employees who retire while participating in TCPA's health plan will remain in TCPA's plan during retirement.
- 8) As a participant in the County Section 125 Benefits Plan, TCPA will comply with the health plan protocol prepared by the County.
- 9) In accordance with TCPA's request to pay for their Health Plan Administration fees, the County shall deduct a TCPA Administrative Fee of \$2.00 per pay period from each employee that is enrolled in the TCPA Health Plan by payroll deduction. The TCPA Administrative Fee shall be remitted to TCPA to cover the cost associated with the administration of the TCPA Health Plan and the necessary communication and coordination of coverage with the County's Benefits unit. The County shall continue to deduct this TCPA Administrative Fee until such time that the County is notified, in writing, to change or discontinue the TCPA Administrative Fee deduction.
- 10) TCPA must offer plans that meet the minimum value requirements in accordance with ACA.
- 11) TCPA will cooperate to provide information the County needs for ACA information

reporting.

Article 15 HEALTH & SAFETY

In accordance with the requirements of the Occupational Safety and Health Act (OSHA) of 1970, as amended, as outlined in OSHA Mandate #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 as follows:

- 1) Insurance and 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 the Loss Control Procedures Manual which shall be the governing manual for the safety program.

TCPA shall be allowed one seat on the County-Wide Safety Review Committee. Such representative must be an employee in Unit 12. Such representative shall only serve during such time when TCPA has a general Memorandum of Understanding with the County or while meet and confer sessions are on-going toward a successor agreement.

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

Article 16 EMPLOYEE TRAVEL

When it is necessary for an employee to travel in the course of performing their assigned duties, the County may, at its sole discretion, provide the means of transportation or require an employee to provide their own means of transportation and to be reimbursed in accordance with Personnel Rule 15.4. and Administrative Regulation #1.

Article 17 VEHICLE OPERATION

While operating any County vehicle an employee must have a valid driver's license at the level required by the State DMV for legal operation of that vehicle.

While operating a personal vehicle on County business for which an employee would be eligible to claim mileage reimbursement, the employee must have a valid driver's license at the level required by the State DMV for legal operation of that vehicle. In addition, the employee must have at least the minimum insurance policy covering that vehicle as is required by State law.

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

In order to receive reimbursement for personal vehicle expenses an employee must sign the following certification on the expense claim form:

"I hereby certify that I had a valid California Driver's License and that the vehicle used was insured in accord with applicable County policy and state law during all mileage claimed above."

Article 18 TRANSPORT IN PRIVATE VEHICLES

Employees shall not conduct any business related transport in private vehicles absent specific prior approval from a supervisor. The sole exception shall be an emergency when no supervisor can be reached. Such an emergency situation requiring private vehicle transport shall be documented and submitted to the employee's immediate supervisor as quickly as is reasonably possible following the event.

Article 19 CALL BACK

Any employee covered by this MOU who is called back to duty shall receive compensation for a minimum of two (2) hours, regardless of the actual time required to perform the 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. Extension of a normal work day or shift, regardless of lunch break, shall not be deemed call back.

If, as a result of time actually worked during a call back, the total time worked by an employee during the work period qualifies the employee for overtime compensation, Article 9, Overtime shall apply.

Article 20 SHIFT DIFFERENTIAL

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

- (a) Probation Correctional Officers and Detention Services Officers covered by this MOU and permanently scheduled to work an eight-hour shift in which six (6) hours of their basic work day fall between 2:00 p.m. and 10:00 p.m., shall receive an additional 6% of their base rate for each hour in each such shift worked.
- (b) Probation Correctional Officers and Detention Services Officers covered by this MOU and permanently scheduled to work an eight-hour shift in which six (6) hours of their basic work day fall between 10:00 p.m. and 6:00 a.m., shall receive an additional 6% of their base rate for each hour in each such shift worked.

Flex hours may not be used to qualify for Shift Differential.

Article 21 SHIFT ROTATION & SCHEDULE

The Department shall have the exclusive authority to assign shift schedules for employees covered by this agreement. Once shift schedules have been assigned for employees working at Juvenile Hall, the employees within that assigned shift shall be rotated to the next scheduled shift every four (4) months, to start on a Sunday at the beginning of a pay period.

Employees with the assignments qualifying for shift rotation shall choose their desired shifts based on seniority. Shift rotation shall occur every four (4) months. This exercise shall occur once per year with an employee choosing all desired shifts and their rotation order. During the annual shift selection process, staff must select at least one swing shift, and cannot select the same shift type (morning, swings, overnight or split) twice in a row in the same calendar year (which allows for the same shift type to be selected at the end of one calendar year and the same shift type to be selected at the beginning of the next calendar year). Shift selection will occur between Oct. 1st and Oct. 15th, with results posted by Oct. 30th.

Changes to a Track

The Department has the absolute right to change the days and/or working hours for any track. If the Department does so, it agrees to allow TCPA members to reselect their tracks, i.e. rebid, consistent with the terms and conditions of the MOU. If rebidding still does not assure adequate coverage of any track(s), the Department will select the least senior, and if applicable, CORE trained employees from any other track(s) where there is a less of a concern of adequate staff coverage to work the understaffed track(s). The affected employee(s) may return to their original, selected track(s) once there is adequate coverage of the understaffed track(s). The Department has the sole discretion in determining whether there is adequate coverage of any track(s); which track(s) the least senior, and if applicable, CORE trained employees can be transferred from; and when understaffed track(s) have adequate coverage.

Understaffed Tracks

If existing track(s) are understaffed, the Department is not required to allow TCPA to rebid. Instead, the Parties agree that in this situation, the Department has the ability to select the least senior, and if applicable, CORE trained employee(s) from track(s) where there is less of a concern of adequate coverage to work the understaffed track(s). The affected employee(s) may return to their original, selected track(s) once there is adequate coverage of the understaffed track(s). The Department has the sole discretion in determining whether track(s) are understaffed; which track(s) the least senior, and if applicable, CORE trained employees can be transferred from; and when understaffed track(s) have adequate coverage.

After the annual Shift Bidding has been completed and approved by the Department, Shift Trades and Track Trades shall require supervisor approval. Shift trades will be limited to one (1) shift trade per employee, per work week.

Article 22 UNIFORMS & PROPERTY REPLACEMENT**A. Uniform Allowance**

1. Employees receiving the uniform allowance shall be required to adhere to dress code specifications, appearance and maintenance standards established by the Probation Department.

2. The Probation Department shall pay to each employee represented by TCPA a uniform allowance in the amount of \$600 per year and a boot allowance for Deputy Probation Officers in the amount of \$150 per year. This allowance shall be paid following the next full pay period after approval of this MOU by the Board of Supervisors and in subsequent years the allowance shall be paid in the second pay date of July. New employees shall receive their uniform allowance within sixty (60) days of commencing employment. The second uniform allowance for a new employee will be pro-rated (\$500/26 pay periods) based on the date of hire.

Should an employee covered by this agreement leave the Department or be off work in excess of six (6) months on an unpaid Leave of Absence, their uniform allowance shall be pro-rated on a per pay period basis. If permitted by law, the uniform allowance shall also be similarly pro-rated if the employee is off work in excess of six (6) months on "4850" leave.

3. All employees are required to dress in accordance with the Probation Department dress code as required by their position and/or facility assignment as indicated below. (For additional information refer to Tulare County Probation Administrative Manual Sections 4.7.0 and 4.7.1)

A. Shirts:

Only solid colored polo or Oxford type long/short sleeved shirts, with or without a front pocket, which are dark navy in color will be authorized. Pursuant to 830.10 of the California Penal Code, shirts will have embroidered badges and department identification lettering will be on the left side of the shirt (over the heart). The employees rank over their name (first initial and last name) shall be embroidered on the right side of the shirt.. Only sworn officers are authorized to wear the 7-point star. Non-sworn staff

are authorized to wear "Tulare County Probation Department" in place of the star.

Font style for Polos will be Block 2, Font size 35" for the name with 51 x 3.30" for the title. Rank is 1" x 4" and all thread for name and rank is gold.

- B. Pants:
Properly fitting, black or khaki colored, cotton twill material pants only.

- B. Property Replacement
Property Replacement: Employees who lose or damage property used in the course and scope of their County employment may submit a claim for reimbursement through the normal administrative procedures set forth in Board Resolution #2003-0851, which is administered through the Risk Management division.

Article 23 PROBATIONARY PERIOD

Every Probation Officer must serve a probationary period in the Probation Officer class series of at least twenty-six (26) full pay periods in accordance with all applicable County rules and procedures. This means that if an employee gets promoted early from a Probation Officer I to a Probation Officer II (prior to completing the probation period for the I class), the employee will be required to serve a probationary period of at least 13 full pay periods at the II level plus any additional time necessary so that the total time spent as a probationary employee within the Probation Officer class series equals at least twenty-six (26) full pay periods. If an employee were to laterally transfer into a Probation Officer II class he/she would be required to serve a probationary period of twenty-six (26) full pay periods in accordance with all applicable County rules and procedures.

The probationary period for the Probation Correctional Officer I classification shall be twenty-six (26) full pay periods, in accordance with all applicable County rules and procedures. For the Probation Correctional Officer II classification, the employee will be required to serve a probationary period of an additional 13 full pay periods effective with new hires on July 1, 2019.

Article 24 EMPLOYEE GRIEVANCE PROCEDURE

Employees covered by this MOU shall be covered by Personnel Rule 13 – Employee Grievance Procedure:

I. DEFINITION, SCOPE, AND RIGHT TO FILE

- A. 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,
 - 6) Written Policy.

- B. 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
 - 5) Discrimination complaints reviewable under the County's discrimination complaint procedure.
- C. A grievance may be filed by an employee in their own behalf, or jointly by any group of employees. At the employee's request, a union representative may assist in the preparation of the grievance during non-work time.

II. **INFORMAL GRIEVANCE**

- A. Within five (5) 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. The immediate supervisor (or other appropriate level of authority) shall respond informally within five (5) work days.
- B. Except as provided in Personnel Rule 13.2, presentation of an INFORMAL grievance shall be a prerequisite to the institution of a formal grievance.

III. **DISCRIMINATION COMPLAINTS**

If a complaint alleges discrimination, the Human Resources Director shall be immediately informed and, upon completion of their investigation and review, shall advise the County Administrative Officer (CAO), the department and the employee of the resolution of the complaint.

IV. **FORMAL GRIEVANCE**

If the grievant believes that the issue(s) of the grievance have not been resolved within five (5) work days of the informal presentation the grievant may initiate a formal grievance within five (5) 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(s) of the grievants,
- 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 Human Resources Officer took place,
- 5) A proposed solution to the grievance,
- 6) The date of the execution of the grievance form,
- 7) The signature of the grievant(s),
- 8) The name of the organization, if any, representing the grievant followed by the signature of the organization's representative.

C. Step 1

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.

D. Step 2

1. If the grievance is not resolved in Step 1 to the satisfaction of the grievant, the grievant may, within not more than five (5) work days from 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.
2. 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 deems necessary, and render a decision in writing.
3. If the written decision of the Appointing Authority resolves the grievance to the satisfaction of the grievant, it shall end the grievance process.

E. Step 3

1. A final appeal may be filed by the grievant, in writing, with the Human Resources & Development Department not more than five (5) work days from receipt of the Appointing Authority's decision.
2. 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.

3. 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/she must sign a waiver and acknowledgement that the grievant is knowingly and voluntarily accepting the panel's resolution as final and binding.
4. Failure on the part of the County or the grievant to appear before the Grievance Panel, without good cause as determined by the Panel Chairman, shall result in forfeiture of the case.
5. 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.

V. GENERAL CONDITIONS

- A. 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.
- B. Any time limit may be extended only by mutual agreement in writing.
- C. 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.
- D. At any level, in order to provide a timely and appropriate response, the named County official may delegate the handling of the grievance.
- E. 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 their ruling within five (5) work days. The decision of the CAO shall be final and binding on all parties.
- F. The processing of an appeal shall be considered County Business with the aggrieved employee and the representative (if a County employee) receiving reasonable release from duty for this purpose without loss of pay.

Article 25 SICK LEAVE PAY ON SEPARATION

For employees covered by this agreement, 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 10 years of active service and otherwise meeting the requirements of Rule 6.7.8 b) may elect to have:

- a) Up to twenty percent (20%) of their accumulated sick leave credits at the time of separation paid as compensation calculated on the hourly rate of pay (current Step Rate plus 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.

Article 26 MEDICAL SEPARATION

When the County determines that an employee is unable to satisfactorily perform essential assigned functions due to a disability or other medical condition, for which no reasonable accommodation can be made, that employee may be medically separated from County service. The provisions for said medical separation shall be in accordance with the County's Return to Work Policy and applicable Personnel Rules.

Article 27 MAINTENANCE OF BENEFITS

All existing ordinances, resolutions, and policies of the County pertaining to the employment relationship shall remain in full force and effect, except as modified by this agreement or through the process of meet and confer where mutual agreement is reached.

No agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto until the parties have initiated the meet and confer process and if required, approved and implemented by the Board of Supervisors.

Article 28 UNION MEMBERSHIP

The County shall exclusively provide TCPA in writing, monthly each year from the effective date of this Memorandum, a list of all employee's subject to this MOU, of such employee's name, Employee I.D. Number, class and job location.

1. Payroll Deductions and Dues/Fees Remittance

- A. The Union shall notify the County, in writing, of the name and title of the Union officer authorized to receive such Union Dues deductions. Each pay period, the County shall remit such deductions to TCPA for handling in

accordance with the Union's bylaws.

- B. The Union shall determine the amount of the Union Dues its members pay. The Union shall have the responsibility of notifying the County, in writing, of any changes to such amount. Such changes shall be made as soon as administratively possible, however, no longer than thirty (30) calendar days of receipt of such notice.
- C. In cases where an employee is not paid for a portion of the pay period and their salary is insufficient to cover part or all of the withholding of Union dues or service fees or charitable contributions, 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 or service fees or charitable contributions unless the affected employee authorizes otherwise in writing to the Union and the County.
- D. 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 form is submitted to the Payroll department in sufficient time to permit normal processing of the change or deduction.

2. Financial Reports

In compliance with Government Code Section 3502.5(1), TCPA shall establish and maintain adequate itemized records of its financial transactions and shall make said records available to the County and to Union members.

3. Indemnification/Hold Harmless Clause

Consistent with Government Code Section 3502.5(b), TCPA agrees to indemnify Tulare County against any claims, demands, suits or other form of liability which may arise by reason of any action taken or omitted by the Association or Tulare County in complying with the provisions of this article.

Article 29 PAYROLL DEDUCTION

The County shall continue to collect TCPA dues and insurance premiums through payroll deduction. These moneys shall be forwarded to TCPA as soon as practicable after such deduction is made.

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

Article 30 PAYROLL**1. 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.

2. Shortages

Cash advance by the Auditor's Office to cover confirmed shortage errors in employee's paychecks, shall be provided to employees within seven (7) working days after written notification of the discrepancy to Auditor's Office. This provision is to cover only those discrepancies above a gross shortage errors of a gross of one-hundred fifty dollars (\$150.00). For shortage errors of a gross of fifty-dollars (\$150.00) or less, the adjustment will be made in the next regular payroll cycle.

3. Overpayment

When an overpayment error of a gross fifty dollars (\$50.00) or more occurs, the County will request that the employee repay the overpayment in the same amount and within the same number of pay periods in which the error occurred unless the employee agrees to repay the entire amount sooner. The County may use a legal process to obtain repayment if the employee refuses.

If an overpayment of less than fifty dollars (\$50.00) gross occurs, the County will request that the employee have the overpayment amount deducted from the employee's next regular paycheck. The County may use a legal process to obtain repayment if the employee refuses.

Article 31 WORK ACCESS AND EMPLOYEE INFORMATION

Authorized TCPA representatives shall be given access to work locations during working hours to conduct TCPA grievance investigations and/or to observe working conditions stemming from grievances with the understanding that the time so spent will be devoted to the proper processing of grievances as specified in the grievance procedure and that such TCPA representatives shall have authority to reach a solution for the grieving party. TCPA agrees to provide reasonable advance notice of such visitations to the Department Head or their designated alternate. TCPA further agrees to limit the number of representatives actively participating in the process to one (1) at any one particular point in time. The department reserves the right to require that such visitors be escorted.

The County agrees to allow TCPA to use the County official bulletin boards in areas where TCPA represents the employees for purpose of posting notices of union meetings, union elections and election returns, union appointments to office and union recreational or social affairs. Reasonable bulletin board space shall be provided in each county office where bulletin boards are present. Such notices must bear the signature of an agreed upon TCPA representative and must be approved by, and submitted to, the Human Resources Director. TCPA agrees to limit the posting of such notices to its bulletin board space and shall bear responsibility for the content of the literature. In addition, the notice must also clearly bear the initial date of posting. Each individual notice shall be posted for a period not to exceed seven (7) calendar days, unless prior approval has been given by the Human Resources Director.

The County agrees to allow authorized TCPA representatives access to those employee lunch rooms which are used by employees in Units represented by TCPA. The representative shall at all times conduct their self in a professional and business-like manner as to not interfere with other employees or the general public who have no involvement in the organization. If any representative does not conduct themselves in this manner, the Department can refuse access to the individual.

This action shall in no way restrict the employee organization from appointing another individual to conduct the service. Such access shall only be before and after work and during designated lunch break periods and shall be for the purpose of disseminating information to and servicing the represented employees. Such access shall not be used to promote or encourage job action(s).

Article 32 EMPLOYEE ORGANIZATION TIME-OFF

The President or Vice President(s), or other officers or directors, upon written request of the organization, shall be granted temporary time off with pay not to exceed a total of one-hundred (100) hours annually from July 1st-June 30th of each fiscal year of this MOU to attend official organization conventions and/or conferences. The written request must first be submitted to the Chief Probation Officer or their designee, at least five (5) working days prior to the requested day off. Approval must be given by the Chief Probation Officer or their designee and the number of representatives granted time off at any one time shall be subject to the operational needs of the department. Employees are required to record the use of such hours on their timesheet and the Probation Department shall track the balance of such hours. This shall include official presentations before the Boards of Supervisors and/or Retirement.

Article 33 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, the Human Resources & Development department (HR&D) will supply TCPA with the names, job titles, departments, work locations, work numbers, home numbers, personal cellular telephone numbers, and personal email addresses of each new employee within 30 days of hiring the employee, and once quarterly for all employees in the bargaining unit.

TCPA will be given 10 days' notice of group orientation meetings and a representative of TCPA will be invited into the meeting room and introduced by a staff member from HR&D at the conclusion of the formal orientation prior to the dismissal of the group. The HR&D representative will also inform the employees that if their classification is represented by TCPA, then the representative would like to speak with them after the orientation. After such introduction and announcement, the HR&D representative shall announce that the formal orientation is concluded and that if they are not meeting with a TCPA representative they are dismissed. The TCPA representative may then meet with the new TCPA represented unit employees in the orientation meeting room in a small group or individually for fifteen (15) minutes after the conclusion of the orientation meeting.

Article 34 POSITION RECLASSIFICATION

Upon written request from TCPA to the Employee Relations Officer, and the agreement of the appointing authority, a classification study will be performed to determine if the subject classes are appropriately classified in accordance with Personnel Rule 3. This study shall be performed and discussed with TCPA in a timely manner.

Article 35 JOB DESCRIPTION

An employee may request a written job description of the duties for their position. Each job description request shall be granted in a timely manner.

The County will provide TCPA the current Classification Specification and any subsequent updates for each classification represented by TCPA.

Article 36 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 TCPA 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. Nothing contained in this article or MOU shall be considered to authorize any strike or job action affecting the delivery of services where such action would be otherwise prohibited by State Law, and the County shall not be precluded from pursuing any available remedies to address any such action.

Article 37 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 the MOU shall remain in full force and effect for the duration of this MOU. Any provision declared invalid under the above language will be subject to Meet and Confer.

Article 38 CONDUCT AND DISCIPLINE

Should any of the following be in conflict with the Peace Officers' Bill of Rights (POBOR) as it applies to classifications covered by this MOU, the POBOR shall prevail. For purposes of this article, all certified mail shall be deemed received within five (5) business days of mailing.

I. NON-SWORN OFFICER DISCIPLINARY ACTIONS**A) "SKELLY" PRE-DISCIPLINARY REVIEW**

Within seven (7) calendar days of receipt of the proposed notice of disciplinary action, the employee subject to the proposed discipline may respond in writing to rebut the charges against them, or to state any mitigating circumstances; or, the employee may request an informal review by the Chief Probation Officer. The Chief of Probation Officer will review the written record, including written statements and documents presented by the employee, discuss the proposed discipline with appropriate Division Manager, and determine whether the proposed action should be made final, should be modified to a lesser penalty, or should be withdrawn. While conducting the review, the Chief of Probation Officer may meet with the employee and their representative and anyone else the Chief of Probation Officer may deem appropriate to the review. The decision of the Chief of Probation Officer shall be final and binding on the County and the appellant.

The Chief of Probation Officer may delegate this review to anyone he/she deems appropriate except someone who is otherwise directly involved in the administration or review of this proposed action.

Reduction in pay, in lieu of suspension, shall be treated as its equivalent suspension.

A disciplinary action of a suspension without pay of five (5) work days (40 hours) or any lesser disciplinary action may only be appealed to the Chief Probation Officer.

B) APPEAL: SUSPENSIONS OF MORE THAN FIVE (5) DAYS, DEMOTION, OR DISMISSAL

A disciplinary action of a suspension of more than five (5) days, demotion, or dismissal may be appealed to a Hearing Panel or Administrative Law Judge. 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 three (3) working days from the effective date of the disciplinary action. 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 and whether the Hearing Panel or Administrative Law Judge type of hearing is selected.

II. SWORN OFFICER DISCIPLINARY ACTIONS

A) "SKELLY" PRE-DISCIPLINARY REVIEW

Within seven (7) calendar days of receipt of the proposed notice of disciplinary action, the employee subject to the proposed discipline may respond in writing to rebut the charges

against them, or to state any mitigating circumstances; or, the employee may request an informal review by the Chief Probation Officer. The Chief Probation Officer will review the written record, including written statements and documents presented by the employee, discuss the proposed discipline with the appropriate Division Manager, and determine whether the proposed action should be made final, should be modified to a lesser penalty, or should be withdrawn. While conducting the review, the Chief Probation Officer may meet with the employee and their representative and anyone else the Chief Probation Officer may deem appropriate to their review. The decision of the Chief Probation Officer is binding on the appropriate Division Manager.

The Chief of Probation Officer may delegate this review to anyone deemed appropriate except someone who is otherwise directly involved in the administration or review of this proposed action.

Reduction in pay, in lieu of suspension, shall be treated as its equivalent suspension.

B) APPEAL

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 three (3) working days from the effective date of the disciplinary action. 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 and whether the Hearing Panel or Administrative Law Judge type of hearing is selected.

III. PROCEDURES APPLICABLE TO ALL APPEAL HEARINGS

The County's representative, the department's representative, the appellant, and the appellant's representative, if any, shall meet in a conference at least twenty (20) days prior to the hearing in an attempt to resolve the appeal. If resolution is not possible, the parties shall narrow the issues of the appeal, stipulate to as many facts as possible, and exchange all relevant information and evidence, including a summary of anticipated testimony, copies of specific provisions and/or rules, policies, procedures, ordinances regulations and/or articles of the MOU which the appellant alleges has been violated, and the names of the representatives who will be presenting the case. The parties shall also submit to each other a written statement of their position. Except for rebuttal testimony, modification of position statements or newly discovered facts, positions or witness(es) not shared at the conference will not be presented to or considered by the hearing officer. In the case of newly discovered facts discovered after the conference, they must be shared with the other party within 48 hours of the discovery or within 48 hours prior to the scheduled hearing, whichever is earlier, in order to be considered by the hearing officer.

The hearing shall be open to the public only if the employee so requests. The employee shall be present in person at the hearing and may be represented by counsel and/or by a representative of an employee organization of which the employee is a member. The

employee's department may be represented by counsel and/or have a lay representative present throughout the hearing.

- A. All witnesses who are not parties may be excluded from the hearing by the hearing officer or Panel Chairman except when testifying. If the employee does not testify in their own behalf, the employee may be called and examined as an adverse witness. All testimony shall be taken under oath or affirmation.
- B. The rules of evidence do not apply and any evidence upon which reasonable persons might rely in the conduct of their everyday affairs may be admitted. 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. The hearing officer controls which evidence is admitted.
- C. The hearing officer may take official notice of any matter which may be judicially noticed.
- D. The County Administrative Officer may promulgate such additional hearing procedures as he deems necessary.

TYPES OF APPEAL HEARINGS

The Notice of Appeal submitted by the employee must state which of the following types of appeals is requested. Only one type may be selected for any one Disciplinary Action. The selection of the type of hearing is final and binding. Absence of a request will be

deemed a request for a Hearing Panel which is not subject to judicial review under Cal. Code Civ. Proc. 1094 et seq.

A. HEARING PANEL

Employees who elect to have a disciplinary action reviewed by a Hearing Panel waive the right to judicial review of the final decision of the Hearing Panel under Cal. Code Civ. Proc. 1094 et seq.

The Disciplinary Action will be reviewed by the Hearing Panel consisting of one County employee selected by the appellant, one person selected by the department and one person appointed by the Board of Supervisors. No panel member may be otherwise involved in the appeal nor may they be a witness to the facts underlying the action.

The Board appointed member shall chair the committee and shall be the hearing officer as set forth in Section III above. If the Board appointed member is not an attorney, the Board shall also appoint a legal advisor who will advise the committee chair on the admissibility of evidence.

1. Each party shall have the right to subpoena witnesses. The Board of Supervisors will, on request, issue blank subpoenas.
2. Each party shall select their panel member and notify the Human Resources Director within ten (10) calendar days after notice of the filing of the appeal.

Failure by either party to select without good cause as determined by the Panel Chairman, shall result in forfeiture of the case.

3. Failure on the part of the County or the appellant to appear before the Hearing Panel, without good cause as determined by the Panel Chairman, shall result in forfeiture of the case.
4. The decision of the Hearing Panel shall be by majority vote and shall be made in writing within sixty (60) days calendar days after the filing of the appeal. This limit may be extended an additional thirty (30) days by the Chairman of the Panel upon showing by either party of reasonable cause for delay to the satisfaction of the Chairman. The decision of the Hearing Panel shall be final and binding on all parties and shall not be subject to judicial review under Cal. Code Civ. Proc. 1094 et seq.
5. The Panel Chairman shall maintain the record of the hearing and all exhibits.

B. ADMINISTRATIVE LAW JUDGE

The employee is advised that the date of the hearing is dependent on the calendar of the Administrative Law Judge and may have to be scheduled six (6) to nine (9) months or more in advance.

Administrative Law Judge hearing procedure:

1. Statement of Charges - Preparation

Within fifteen (15) calendar days after the receipt of the Notice of Appeal selecting an Administrative Law Judge hearing, 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.

2. 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.

3. Notice of Defense

a. Within five (5) calendar days after service upon the employee of the Statement of Charges, an employee shall 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.
- (6) No exceptions to the time period provided herein shall be permitted.

b. The employee shall be entitled to a hearing on the merits of the charges if the employee files a Notice of Defense, and 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. New matter not identified in the Notice of Defense may not be presented in the hearing. Unless objection is taken as

provided in paragraph 3. of the above subsection B., all objections to the form of the Statement of Charges shall be deemed waived.

- c. The Notice of Defense shall be in writing, signed by, or on behalf of, the employee and shall state the employee's mailing address.
- d. Upon receipt of the Notice of Defense, the County 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. The employee shall then deliver to County Counsel, within (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. 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. Should the employee fail to provide a written list of available dates within the time lines indicated above, the appeal shall be dismissed.
- e. 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.

4. Conduct of Hearing

Failure on the part of the County or the appellant to appear before the Hearing Panel, without good cause as determined by the Panel Chairman, shall result in forfeiture of the case.

The Office of Administrative Hearings is empowered to issue subpoenas as provided in Section 27721 of the Government Code of the State of California in accordance with the procedure provided in Section 11510 of said Government Code. The hearing officer is empowered to receive

evidence, administer oaths, rule on questions of law and procedure, rule on the admissibility of evidence, and continue the hearing. The hearing need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely on in the conduct of serious affairs. Hearsay evidence may be used only for the purpose of explaining or supplementing other evidence. Irrelevant or unduly repetitious evidence may be excluded by the hearing officer. All hearings shall be reported by a certified court reporter. Persons who provide direct testimony by affidavit may be called by the other party for cross examination under oath. Cross examination shall be limited to those areas covered in the affidavit.

a. Affidavits

At any time fifteen (15) or more days prior to a hearing or a continued hearing, either party shall mail or deliver to the opposing party a copy of the affidavits which he proposes to introduce as direct evidence, together with a notice as provided below. Unless the opposing party, within ten (10) days after such mailing or delivery, mails or delivers to the proponent a request to cross-examine an affiant, their right to cross-examine such affiant is waived and the affidavit, if introduced in evidence, shall be given the same effect as if the affiant had testified orally.

The notice referred to above shall be substantially in the following form:

The accompanying affidavit of (here insert name of affiant) will be introduced as direct evidence at the hearing in (here insert title of proceeding). (Here insert name of affiant) will not be called to testify orally and you will not be entitled to question him unless you notify (here insert name of proponent or their representative) at (here insert address) that you wish to cross-examine him. To be effective your request must be mailed or delivered to (here insert name of proponent or their representative) on or before (here insert a date seven [7] days after the date of mailing or delivering the affidavit to the opposing party)

b. Official Notice

The hearing officer may take official notice of any fact which may be judicially noticed by the courts of this State. Parties present at the hearing shall be informed of the matters to be so noticed, and those matters shall be noted in the record, referred to therein, or appended thereto. Any such party shall be given a reasonable opportunity, on request, to refute any officially noticed matters by evidence or by written or oral presentation of authority, the matter of such refutation to be determined by the hearing officer.

5. Amended Statement of Charges

At any time prior to the submission of the matter to the hearing officer, the Appointing Authority may amend the Statement of Charges. 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 employee shall be afforded a reasonable opportunity by the hearing officer to prepare a defense thereto. Any new matter shall be deemed controverted, and any objections to any such amendments may be made orally and shall be noted in the record.

6. Recommended Decision

The hearing officer shall prepare a record of the proceedings, and shall prepare recommended findings, conclusions and a recommended decision. The hearing officer shall promptly, normally within thirty (30) calendar days, file the record of the proceedings and the recommended findings, conclusions and decisions with the Board of Supervisors. Upon receipt of the Recommended Decision the Chief Clerk of the Board of Supervisors shall promptly forward a copy of the proceedings and the recommended findings, conclusions and decisions to the employee, the counsel for the employee and County Counsel.

7. Decision

Within a reasonable time, but no sooner than one week, 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.

8. Judicial Review of Decision

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.

9. Costs of Hearing:

The amount paid to the State for the services of the hearing officer assigned

to hear the appeal and of the amount paid to the State, or directly to the reporter, for the services of the reporter who reports the proceedings shall be paid by the County.

Article 39 FULL AGREEMENT

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

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

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

Article 40 AMERICANS WITH DISABILITIES ACT

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

Article 41 HOLIDAYS/VACATION LEAVE

For Holidays see Personnel Rule 6.6 with the following modifications. Holidays to be observed by the County shall include:

- a) January 1st (New Year's Day)
- b) Third Monday in January (Martin Luther King, Jr. Day)
- 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.

Probationary employees may use paid leave to bring an eight-hour holiday up to the employee's scheduled workday if the employee's scheduled workday is longer than eight hours.

6.8 VACATION LEAVE

6.8.1 Vacation Leave Entitlement/Accumulation

For each one (1) hour of service other than overtime, employees earn and accumulate vacation leave with pay in accordance with the following schedule:

Years of Continuous Service	Pay Periods of Continuous Service	Earning Rate Per Hour (up to 80 hours per pay period)	Earning Rate Hours Per Pay Period	Earning Rate Weeks Per Year*
0 – 3	1 – 78	.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

a) Employees continue to earn and accumulate vacation leave while on any paid leave.

b) Vacation Leave Entitlement/Accumulation

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/she shall receive no further vacation accruals until the employee's accrual falls below three hundred (300) hours, in accordance with Personnel Rule 6.8.1 b).

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.

The following language in 6.8.2 and the below Chart are only applicable to employees working shift work at a 24-hour facility.

Employees may submit vacation requests yearly and such requests may include vacation time that overlaps between two (2) calendar years, in conjunction with yearly seniority shift bidding. Holidays are included in vacation bidding. Shift bidding will begin Oct 1st and be completed by Oct.15th. The results of the shift bidding shall be posted by October 30th.

When approving leave for vacation, the priority is to assure proper staff coverage for all facility functions. The number of employees to be allowed off on any shift will be evaluated based upon the needs of the facility including but not limited to gender balance, availability of replacement staff, as well as security and program needs. The amount of time requested may be any amount up to the employees' current balance plus any time normally earned prior to the vacation requested. During each round of scheduling no more than one block of time may be scheduled for each employee. On November 1, vacation bidding will begin for facility staff. The staff will meet with the scheduler, by Department seniority, and write their first choice on a posted vacation calendar, documenting approval of the vacation. This will allow subsequent staff to view available vacation weeks. The process will continue a minimum of two rounds or until closed by administration.

Vacations which have been approved prior to promotion or transfer will remain the same, absent compelling business needs of the unit/division/department.

Employees must submit requests for blocks of vacation based on their current balance.

These requests may be submitted annually based on the below listed guide. Blocks of time are a minimum of 40 hour increments up to a maximum of hours accrued. If an employee has 300 current hours and is submitting a Yearly Request, the combination of the 40 hour blocks of time must total 240 hours.

Employees must be aware of their accrual rate, and must submit block vacation requests based not only on their current balance but on their rate of accrual. It is the employee's responsibility to request sufficient blocks of vacation, based on their accrual rate, to remain below the 300-hour vacation cap. Requests for less than five (5) consecutive days will not be accepted until after the vacation block preapproval period has been completed.

Employees not involved in shift bidding may submit written vacation requests yearly, in October for the next calendar year. Employees submitting requests by Oct. 15th will receive approval or denial by Oct. 30th. Employees submitting more than one vacation request must indicate priority consideration for each request. Scheduling shall be on the basis of seniority for each selection round until all requests are processed.

Once the initial requests have been processed further scheduling shall be on a first come first served basis. Employees submitting requests shall be notified of approval or denial within two (2) weeks of the date the request was submitted.

Employees may retract vacation up to two (2) weeks prior to the scheduled date with approval of SPO or above, via the chain of command.

Supervisors will check employee vacation balances to ensure sufficient time is available to cover time requested at minimum two (2) weeks prior to vacation time.

Specific vacation related matters such as accumulation, approval, etc. not specifically addressed here remain subject to current Tulare County and Probation Department Policy. For facility staff, once the initial vacation block requests have been processed requests for additional days shall commence. Staff will be notified via e-mail and Schedule Anywhere of the date additional requests will be accepted. Staff will submit any additional requests by sending an e-mail to the Institution Schedules GroupWise Account. Additional vacation requests will be processed on a first come, first served basis, with seniority determination for requests received at the same time.

Earning Rate Per PP	Current Hours at Bidding	Minimum Block Hours	Hours Accrued for the Year	Current and Accrued Hrs For the Year	Balance After Min. Block Bid
3.077	0-150	40	80	230	190
3.077	151-180	80	80	260	180
3.077	181+	120	80	261	141
4.615	0-180	80	120	300	220
4.615	181+	120	120	301	181
6.154	1-150	80	160	310	230
6.154	151-200	120	160	360	240
6.154	200-300	200	160	460	260
7.692	0-150	120	200	350	230
7.692	151-200	200	200	400	200
7.692	200-300	300	200	500	200

- 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 their 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 their current salary rate 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 their 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.

6.8.8 Vacation in Lieu of Sick Leave

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

Article 42 RETIREMENT

The County will prospectively enhance the retirement for all safety employees to 2% at age 50 effective December 23, 2007. Employees not eligible for safety retirement will remain at the 2% at age 57 retirement benefit level.

**Article 43 PROBATION OFFICER
& PROBATION CORRECTIONAL OFFICER SERIES
& FLEXIBLY-ALLOCATED CLASSIFICATIONS**

The Probation Officer series (Probation Officer I, II, III) and the Probation Correctional Officer series (Probation Correctional Officer I, II,) will be flexibly allocated. The County may continue to limit the both the total number of Probation Officer positions and the number of those positions that may only be filled to the Probation Officer III level.

Article 44 RENEGOTIATION

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. During this period, the contract shall remain in full force and effect as provided in Article TERM, of this agreement.

Article 45 DRINKING WATER

The County will provide drinking water at work locations via drinking fountains, bottled water or other reasonable means as determined by the County.

Article 46 TUITION REIMBURSEMENT

In addition to training otherwise provided by the department, employees covered by this MOU shall be included in the County tuition reimbursement program. Employees covered by this MOU may take classes and obtain tuition reimbursement subject to the Tuition Reimbursement Guidelines in Addendum "A" of this agreement.

Article 47 PERSONNEL RULES AND POLICY REVISIONS

The County and TCPA will continue to meet and confer on revisions to the Personnel Rules and come to agreement on such revisions. Additionally, the County and TCPA agreed on revisions to the Employment Relations Policy and to the new Information & Communication Technology policies (Mobile Devices and Theft). The County shall also provide a form to Bargaining Unit members to either opt in/out of the County's obligation to release their personal cell phone number to other unions or employee associations in accordance with AB 2843.

Article 48 SENIORITY SCORES

For purposes of calculating seniority points for layoff, an employee's score on their most recent Performance Appraisal will only be used as a tie breaker.

Article 49 LAYOFFS

In the event that employee layoffs become necessary during the term of this agreement, the County is obligated to meet and confer over the impacts of the layoffs. The County reserves the right to make and consider alternative proposals to reduce costs to lessen the severity of the layoffs.

Article 50 DEFERRED COMPENSATION PLAN

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

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

Article 51 ERRORS OR OMISSIONS

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

Article 52 TERM

The term of this agreement is July 1, 2023 through June 30, 2025.

ARTICLE 53 SB 1085 UNION LEAVE**Union Representative Leave of Absence (SB 1085/Government Code 3558.8):**

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

The Union officer or steward shall submit a written request to the department head at least 10 business days in advance of the requested leave. The request shall specify it is being made pursuant to SB 1085 and include dates/duration, classification, and bargaining unit.

1. No more than two (2) employees shall be on leave at the same time pursuant to this section; and employees must have a minimum overall satisfactory evaluation rating for the most recent evaluation period, and employees cannot be in any probationary status and/or on administrative leave. If employee is due a merit increase during the SB 1085 leave, the merit increase shall be delayed one full pay period for each full pay period the employee is on leave. For any employee going on leave, who is on a medical leave, the Union will ensure compliance with all medical restrictions.
2. 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 section of this article.
3. Reimbursement by the Union shall occur within 30 days of the County billing the Union. The leave of absence will be approved if it does not interfere with the performance of County services and department operations. If the leave is denied, the County will provide

the Union with written notification of impacted operational needs. The Union shall provide the County with alternate leave dates for the leave to occur which shall be granted by the County.

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

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

ARTICLE 54 OVERTIME CALCULATION

The County and TCPA met and conferred and reached agreement on various overtime and payroll issues. Employees covered by this MOU are subject to the overtime Guidelines in Addendum "B" of this agreement.

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 this 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.

ADDENDUM 'B'**PAYROLL DEFINITIONS AND OVERTIME CALCULATION****Periods:**

Pay Period – Every 14 days.

Work period – Refers to an established and regularly recurring period of work for the purposes of the FLSA. This is typically 7 days (for non-sworn) or 14 days (for sworn).

Types of Hours:

Hours actually worked – Includes scheduled and unscheduled hours that an employee works that are classified as regular and overtime. It does not include non-working hours, such as holiday, sick, vacation, personal holiday, etc.

Scheduled/Standard Hours – Those hours that are recurring and fixed within the work period.

Compensation:

Base Rate – The rate paid to an employee for their ordinary hours of work (regular hours).

Additional Pay Codes – Additional means of compensation that the FLSA does not exclude from the calculation of an employee's regular rate of pay (e.g., bilingual pay, benefits tax, etc.).

Regular Rate of Pay – The rate used in the calculation of overtime pay. It is calculated as the sum of the base rate plus the lump sum of qualifying additional pays earned in the work period, divided by standard or scheduled hours in the work period. The formula is as follows:

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

Overtime Rate – Term used once the “hours actually worked” during the work period exceed the overtime threshold. It is calculated as the sum of the base rate plus one-half of the regular rate of pay. The formula is as follows:

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

Example: Below is an example of the calculation for the regular rate of pay and overtime rate for an employee with a 7-day work period:

- Base rate: \$20
- Lump sum of qualifying additional pays in a 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 premium rate: $\$20 \text{ Base Rate} + \frac{\$21 \text{ Regular rate of pay}}{2} = \30.50

For Tulare County:

Lupe Garza

Lupe Garza, Director
Human Resources

8/1/2023

Date

For TCPA:

Antonio Manquero

Antonio Manquero, President
TCPA

7/26/2023

Date