

MEMORANDUM OF UNDERSTANDING

Between

The County of Tulare

and

Professional Law Enforcement Manager's Association (PLEMA)

for Unit #14 - Sheriff's Management for

July 1, 2019 through June 30, 2021

Resolution No. 2019-0792 Agreement No. 29383

**TULARE COUNTY
HUMAN RESOURCES & DEVELOPMENT
COUNTY CIVIC CENTER
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Article 1
PREAMBLE

This Agreement between the duly appointed representatives of Tulare County, hereinafter referred to as "County," and the Professional Law Enforcement Managers Association, hereinafter referred to as "PLEMA", contains the Agreement of each concerning wages, hours and other terms and conditions of employment for the term of this Agreement.

The parties jointly agree to recommend to the County Board of Supervisors the adoption of this Agreement.

It is the purpose of this Memorandum of Understanding to promote and provide for harmonious relations, cooperation, and understanding between the County and the employees covered herein, to provide for an orderly and equitable means of resolving any misunderstanding or differences which may arise under this Agreement; and to set forth the full understanding of the parties reached as a result of good faith bargaining. The articles and provisions contained herein constitute a bilateral and binding agreement by and between the County of Tulare and the Professional Law Enforcement Managers Association (PLEMA).

Article 2
RECOGNITION

Pursuant to California Government Code #3500 - 3510 and the Tulare County Employment Relations Policy, the County of Tulare, hereby, recognizes PLEMA as the exclusive representative for Bargaining Unit 14 - Sheriff's Management which includes the classes of Sheriff's Captain, Sheriff's Lieutenant, and Sheriff's Correctional Lieutenant.

Article 3
MANAGEMENT RIGHTS

After discussion and due consideration the County and PLEMA recognize and agree that, except as expressly provided, herein and within the County Personnel Rules, the County shall and does retain, solely and exclusively, all 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 under Personnel 13.

Article 4 **NON-DISCRIMINATION**

There shall be no discrimination against any person because of race, creed, color, sex, age, religion, national origin, ancestry, marital status, physical or mental handicap, to the extent that reasonable accommodation is required by law, political affiliations or opinions, or any other criteria prohibited by law, either by the County or PLEMA.

The parties mutually agree to fully protect the rights of all employees to join or not to join and participate or not to participate in the activities of PLEMA or to have PLEMA 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. 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 5 **PERSONNEL FILES**

Employee(s), or a PLEMA 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.

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.

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

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

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

Article 6 **UNIT MEMBERSHIP**

The County shall exclusively provide PLEMA in writing, quarterly each year from the effective date of this Memorandum, a list of all employees subject to this Agreement, of such employee's name, employee I.D. number, class and job location by department, as applicable.

Article 7 **DUES DEDUCTION**

PLEMA has the sole and exclusive right to have employee organization membership dues and insurance premiums deducted for employees covered by this Agreement. The County shall collect PLEMA dues and insurance premiums through payroll deduction. These moneys shall be forwarded to PLEMA as soon as practicable after such deduction is made. This clause only applies to bargaining units where PLEMA is the Certified Representative and is subject to related provisions in the County of Tulare Employment Relations Policy. This clause shall continue in effect during the term of this MOU and during the period immediately following the expiration of this MOU while meet and confer toward a successor MOU is continuing and impasse has not been declared.

PLEMA 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 8 **WORK ACCESS**

Authorized PLEMA representatives shall be given access to work locations during working hours to conduct PLEMA 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 PLEMA representatives shall have authority to reach a solution for the grieving party. PLEMA agrees to provide reasonable advance notice of such visitations to the Department Head or his designated alternate. Employer reserves the right to require that such visitors be escorted.

Article 9
BULLETIN BOARDS

The County agrees to allow PLEMA to use the County official bulletin boards for purpose of posting notices of union meetings, union elections and election returns, union appointments to office and union recreational or social affairs. Reasonable bulletin board space shall be provided in each county office where PLEMA represented employees are located and bulletin boards are present. Such notices must bear the signature of an agreed upon PLEMA representative and must be approved by (submitted to) the Employee Relations Officer in advance of posting. PLEMA agrees to limit the posting of such notices to its bulletin board space and shall bear responsibility for the content of the literature. The County may remove any and all postings which the Employee Relations Officer, determines to be not in compliance with these requirements.

Article 10
FACILITIES USE

Upon request of PLEMA the County shall provide use of County facilities outside of working hours, provided such space is available and PLEMA complies with all departmental and Board of Supervisors' rules and policies for use of County facilities. The request for use of facilities shall be made in advance to the County and indicate the date, time, general purpose of the meeting and the facilities requested.

Article 11
WORKING HOURS

1. The County and its employees represented by PLEMA will comply with all provisions of the Federal Fair Labor Standards Act (FLSA) including the Amendments of 1985.
2. Effective May 11, 1997 all Bargaining Unit 14 employees are FLSA exempt and shall not be compensated for work performed beyond forty (40) hours in a work week.
3. CTO balances will remain on the books until used by the employee.
4. All positions represented by PLEMA shall be entitled to an additional forty (40) hours of vacation per year. This shall be added to the basic vacation accrual rates specified in Tulare County Personnel Rule 6.8.1. In addition, exempt employees shall not be required to charge vacation or sick leave balances for approved absences of less than one full day.

Article 12
HOLIDAYS

All employees covered by this MOU shall be entitled to the following holidays:

- a) January 1st (New Year's Day)
- b) Third Monday in January (Martin Luther King, Jr. Birthday)
- c) Third Monday in February (President's Day)
- d) Last Monday in May (Memorial Day)

- e) July 4th (Independence Day)
- f) First Monday in September (Labor Day)
- g) November 11th (Veteran's Day)
- h) Thanksgiving Day
- i) The Day after Thanksgiving Day
- j) December 24th (Christmas Eve Day)
- k) December 25th (Christmas Day)
- l) Every day appointed by the President or Governor, and approved by the Board of Supervisors, for a public fast, thanksgiving, or holiday.
- m) 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.

The first eight hours of required work on a County holiday shall be credited as vacation time on an hour for hour basis.

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

Article 13 VACATION

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	Earning Rate Hours Per Pay Period	Earning Rate Weeks Per Year
0 – 3	1 – 78	.05769	4.615	3
3 – 7	79 – 182	.07692	6.154	4
7 – 11	183-286	.09615	7.692	5
Over 11	More than 286	.11538	9.23	6
* On the first day of the 4 th year, the employee begins to accrue 3 weeks of vacation. On the first day of the 8 th year, the employee begins to accrue 4 weeks of vacation. On the first day of the twelfth year, the employee begins to accrue 5 weeks of vacation.				

- a) Employees continue to earn and accumulate vacation leave while on any paid leave.
- b) A new County employee in this bargaining unit may accrue vacation as if all of his or her years of prior service with other public agencies in the State of California had been with Tulare County.

- c) Once an employee has accumulated three hundred and seventy hours (370) hours he shall receive no further vacation accruals until the employee's accrual falls below three hundred and seventy hours (370) hours.

6.8.2 Scheduling of Vacations

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

6.8.3 Exclusions

Except as provided in Section 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 Section 6.6.1, occurs while the employee is on vacation leave, such holiday time is not deducted from the amount of vacation leave to which the employee is entitled.

6.8.5 Sick Leave During Vacation

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

6.8.6 Accounting For Vacation Used

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

6.8.7 Vacation Leave Pay on Separation

Upon separation, an employee receives compensation at his current salary rate for all unused earned vacation as of the effective date of separation, subject to the following:

- a) An employee shall not use accrued vacation credits to extend his 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.

For employees covered by this MOU, the following shall apply:

- a) If, through no fault of the employee, an employee is unable to take sufficient vacation leave to avoid exceeding the maximum accumulation provided above, the Department Head shall notify the Human Resources Director in a manner as prescribed by the Human Resources Director. The employee may thereupon be granted an extended period of time not to exceed six (6) pay periods. During this 6 pay period extension the employee will be

allowed to continue to accrue vacation above the 370 hour cap. In no event shall an employee be entitled to compensation for unused earned vacation except as provided in Section 6.8.6 of the Personnel Rules.

b) An employee having completed 30 years of service with Tulare County from their most recent date of hire, an employee may convert to cash, on a one-time only basis, up to 100 hours of Vacation leave during their term of employment. Such compensation shall be calculated on the employee's base hourly rate at the time of conversion.

Article 14 HEALTH INSURANCE

Employees covered by this Agreement shall continue to be eligible for the County Employee Health Plan in accordance with the provisions and restrictions of that Plan.

1. RETIREMENT CONTRIBUTION TAXATION

In accord with applicable Internal Revenue Service (IRS) regulations the County shall report the Employee retirement contributions as "pre-tax" income.

2. HEALTH PLAN ADVISORY GROUP

PLEMA may have one representative on the Health Plan Advisory Group or its successor. Such representative must be an employee in Unit 14. Such representative shall only serve during such time when PLEMA has a general Memorandum of Understanding with the County and during the period immediately following the expiration of this MOU while meet and confer toward a successor MOU is continuing and impasse has not been declared.

3. IRS 125 PLAN

Employees covered by this MOU are eligible for participation in the County Employee IRS 125 Plan.

4. 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 Flex Plan. The health benefits offered are medical, dental, vision, life insurance, Long Term Disability, 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.

5. BENEFIT AMOUNT

The County allots each full time employee an annual "benefit amount" to be paid in equal

amounts on 24 or 26 pay periods depending on which health program unit members are enrolled in. (County Plan or DSA Plan.)

Effective with pay period 15, July 4 to July 17, 2010, the current benefit amount for each employee of this bargaining unit will be converted to a flat dollar amount.

Once the benefit amount conversion to a flat dollar amount is completed in pay period #15, the benefit amount will no longer be based upon a classifications step. The benefit amount shall not be changed by a step increase or general salary increase in the classification. However, if an employee promotes or demotes, their benefit amount shall be based upon the new classification. In no event shall a promotion result in a decreased benefit amount. Any future adjustments to the benefit amount will be completed through normal meet and confer process.

For all employees hired into or promoted within this unit on or after July 1, 2010 or thereafter in the Lieutenant classification shall have their annual benefit set at \$12,893.

For all employees hired or promoted into this unit on or after July 1, 2010 or thereafter in the Captain classification shall have their annual benefit set at \$14,653.

For all employees hired into this unit on or after July 1, 2010, who are new to the County and who validly waive their health insurance shall be entitled to cash-in-lieu amount not to exceed \$1,000 per year spread over the number of pay periods during which opt-out payments are payable.

For all employees hired into or promoted within this unit on or after July 1, 2010, who were originally hired by the County in a classification only eligible for the \$1000 cash-in-lieu amount associated with a valid health insurance waiver they shall continue to be eligible for a maximum cash-in-lieu of \$1000 per year when validly waiving the available health insurances.

For Health Plan years 2020 and 2021 employees participating in the Health Plan that have, on the effective date of the premium change, a benefit amount that is less than the premium charged for the \$1,000 deductible employee-only medical, dental, vision, and \$10,000 life insurance coverage, will have that benefit amount increased to an amount sufficient to pay for the premium charged for the \$1,000 deductible employee-only medical, dental, vision, and \$10,000 life insurance coverage. Any increase to the benefit amount will coincide with any premium increase for the Health Plan years 2020 and 2021.

For Health Plan years 2020 and 2021, employees participating in the Tulare County (SJVIA) Health Plan the County shall increase the County contribution to Employee+Spouse, Employee+Child, Employee+Family of \$100.00 per pay period effective for the 2020 and 2021 health plan years.

a) Prorated Benefit for Partial Year Eligibility

Full time employees eligible for only part of the Plan Year will only be allotted a benefit prorated for the full pay periods they are eligible. For part time employees whose assigned hours are 40 or more each pay period, this "benefit amount" shall be prorated based on the ratio of their assigned hours to 80 hours. A part time employee who waives insurance shall not have more deducted under d. below than this prorated cash-in-lieu.

b) Benefit Level

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

c) Eligible Opt Out Arrangement

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

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

Employees who refuse to participate are not eligible to receive the opt-out payment. Employees may retain eligibility for the cash-in-lieu amount if they opt out under one of the following conditions:

1. When both members of a married couple or registered domestic partners work for Tulare County, one may elect to be covered as a dependent of his/her spouse/partner and drop his/her individual health insurance coverage regardless of bargaining unit without a corresponding reduction in the cash-in-lieu amount .

2. Employees who can provide written evidence satisfactory to the County Human Resources Department showing that they are covered pursuant to paragraphs A through D may opt out of the employee benefit plan. Employees who opt out of the benefit plan under this provision will have the cash-in-lieu added to their wages.

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.

D) As a Medicare recipient.

E) Enrolled in the Medicaid or TRICARE programs.

3. Members of PLEMA may opt out of the County's benefit plan and enroll instead in the TCDSA benefit plan. The County will apply benefit amount money toward TCDSA benefit premiums for any PLEMA member who chooses to opt out of the County's

benefit plan and enroll instead in the TCDSA benefit plan.

4. An eligible employee must inform the County that the employee intends to opt out of the benefit plan as provided above during open enrollment for health benefits or upon a qualifying event. An employee who opts out of the County's benefit plan must rejoin the County's benefit plan within thirty (30) days of losing eligibility for opt out provisions above.

5. In connection with an employee who waives County and DSA health insurance coverage, that employee's cash-in-lieu will stay at the same amount as received in pay period ending July 7, 2007 and will not be increased even when scheduled salary increases occur during the term of this agreement. Also, if an employee re-enrolls in health insurance coverage and subsequently waives coverage, that employee's cash-in-lieu will revert to their July 7, 2007 amount. Said amount shall be reduced by any reduction in the administration fee.

- d) The County will add any benefit amount money to the employee's pay check that the employee does not need to pay the health insurance premiums available through the Section 125 Benefit plan.
- e) It is agreed that the County shall fund the health insurance trust fund with employer paid benefit amounts sufficient to assure premiums will be able to be paid in advance of the due date as required by the health insurance provider(s).
- f) Effective upon agreement, benefits will be effective beginning the third full pay period of employment. Employees shall become eligible to receive their benefit amount at such time as sufficient funds have been accumulated to provide for advance payment of the premium for the health plan selected by the employee.
- g) Once the initial funding period is completed, the employee's deduction for their selected health package shall be the difference between their benefit amount and the total cost of the premium for the plan selected and for the designated pay period.
- h) It is understood that the County, based on average benefit amounts and average premiums calculated over a three month cycle, anticipates that it will take three pay periods to establish the liquidity of the trust fund as described above.
- i) It is further understood that employees waiving their health insurance per the terms of their Memorandum of Understanding are subject to the same eligibility terms and conditions described herein as employees participating in the County's insurance program.

Article 15

PRE-ADMISSION/CONCURRENT REVIEW

Employees covered by this MOU shall be included in the County Employee Health Plan pre-admission/concurrent review program.

Article 16

MEDICAL SEPARATION

1. When the County determines that an employee who is not eligible for retirement is unable to

satisfactorily perform essential assigned functions due to a handicap or other medical condition, for which no reasonable accommodation can be made, that employee may be medically separated from County service.

2. A medical separation shall be based on:
 - a. A statement describing the essential functions the employee is not performing satisfactorily or is not capable of performing, and;
 - b. A description of any reasonable accommodations considered and why these have not enabled the employee to perform essential assigned functions satisfactorily, and;
 - c. Any medical, psychiatric or other pertinent information presented by the employee or the County.
3. The County shall pay the reasonable costs of any medical examinations required by the County.
4. An employee shall not be eligible for medical separation unless the following criteria have been satisfied.
 - a. The employee is unable to satisfactorily perform essential assigned functions due to a handicap or other medical condition;
 - b. The handicap or medical condition will continue for a period of time which will be detrimental to the needs of the department;
 - c. All available leave balances (sick leave, vacation, CTO) have been exhausted;
 - d. The employee has exhausted any medical leave of absence(s) without pay provided under Personnel Rule 6.10. The only exception to this criteria is if the prognosis indicates that the condition is permanent or will exist for a period of time that would exceed the period of time allowed for a medical leave of absence.
5. Written notice of intent to medically separate shall be given to the employee either by delivery of the notice to the employee in person, or by mail. The notice shall:
 - a. inform the employee of the action intended, the reason for the action and the effective date of the action; and
 - b. inform the employee of the right to respond and to whom to respond within ten (10) calendar days from the date of such notice of intent in accordance with instructions given by the County in the written notice sent to the employee.
 - c. inform the employee of the right to apply for a disability retirement, if the employee meets the criteria.
6. After review of the employee's timely response, if any, the County shall notify the employee of any action to be taken.
7. Any employee who is medically separated shall have the right to appeal such action in accord with the procedures as set forth in Personnel Rule 12. The basis of the appeal shall be

limited to whether or not the criteria, as specified in Section 4 above, have been met.

8. Any employee who is medically separated shall be eligible to apply for re-employment or reinstatement if their medical condition improves to the point where they would be able to perform the full range of assigned, essential functions. A medical and/or psychological exam may be required prior to appointment.
9. Prior to a Medical Separation taking effect, the employee may apply for a transfer to another position providing he/she meets the necessary employment standards for and is able to perform the essential functions of that position. The employee must comply with applicable County rules and procedures concerning transfers.

Article 17 PAYROLL

A. SHORTAGES

1. Cash advance by the Auditor's Office to cover confirmed shortage errors in employee's paychecks, shall be provided to employees within three (3) working days after written notification of the discrepancy to Auditor's Office. This provision is to cover only those discrepancies above a gross one-hundred dollars (\$100.00).
2. For shortage errors of a gross of one-hundred dollars (\$100.00) or less, the adjustment will be made in the next regular payroll cycle.

B. OVERPAYMENTS

1. When an overpayment error of a gross fifty dollars (\$50.00) or more occurs, in lieu of other collection options available to the County, the employee will 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 employee shall be given and sign an agreement specifying the terms of the repayment.
2. If an overpayment of less than fifty dollars (\$50.00) gross occurs, the overpayment amount will be deducted from the employees next regular pay check.

C. DIRECT DEPOSIT

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

Article 18 UNIFORM ALLOWANCE

Employees shall be required to adhere to uniform specifications, appearance, and maintenance standards established by the Sheriff's Department.

The County shall pay each employee covered by this Agreement a uniform reimbursement allowance of \$1,000 per year. This allowance shall be paid in separate checks in two equal installments, during the first pay period in June and the first pay period in December. Should an employee covered by this agreement who is eligible for this allowance leave the Department or be off work in excess of six (6) months on a Leave of Absence, his/her uniform allowance shall be pro-rated on a pay period

basis. 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.

In accord with Resolution 80-607, for Uniforms damaged in the line of duty through other than normal wear, functional value will be the full replacement value of the item as that item is specified by the Sheriff's Department.

In accord with Resolution 80-607, for prescription eyeglasses damaged in the line of duty through other than normal wear, functional value will be the full replacement value of the lenses and the value of standard frames as provided by the County vision plan.

In accord with Resolution 80-607, for contact lenses damaged in the line of duty, functional value will be the full usual, customary and reasonable replacement value of replacing the destroyed lens with the same style and type.

Article 19 **VEHICLE OPERATION**

In accord with Administrative Regulation No. 2, prior to operating any County vehicle an employee must provide Risk Management with a copy of his/her valid driver's license at the level required by the State DMV for legal operation of that vehicle. 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.

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

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

The certification statement on the County Travel Expense Claim will be modified to add a statement such as:

"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 20 **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 accord with Administrative Regulation No. 1.

When traveling on out-of-County required training the department will arrange advance payment of lodging and tuition. The County will reimburse for meal expenditures up to the full amount provided

by P.O.S.T.

Article 21
PEACE OFFICERS BILL OF RIGHTS

The County and employees covered by this Agreement shall adhere to the provisions of Government Code Sections 3300 through 3312, known as the Public Safety Officers 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 his/her right to representation.

Article 22
SALARY

In the first year of the agreement, there shall be a salary increase of 3% for all classifications in the unit upon ratification and approval by the Board of Supervisors, to be effective at the start of the next pay period following approval by the Board of Supervisors.

In the second year of the agreement, there shall be a salary increase of 2% for all classifications in the unit, effective July 5, 2020.

To address salary grade compaction between the Sheriff Sergeant, Sheriff Lieutenant, Sheriff Lieutenant Corrections and Sheriff Captain the salary grade for the Sheriff Lieutenant and Sheriff Captain will be adjusted at Step 5 by 2%. This increase is effective at the start of the next pay period following approval by the Board of Supervisors.

In the second year of the agreement the salary grade for the Sheriff Lieutenant and Sheriff Captain will be adjusted at Step 5 by 1%. This increase is effective July 5, 2020.

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

During the term of this MOU (this provision sunsets on June 30, 2021) should the County provide the Tulare County Deputy Sheriff's Association salary and/or equity increases for which the total and combined percentage increase over the course of the entire term of the MOU is greater than the total and combined economic percentage increases (including salary but excluding salary grade adjustments) provided PLEMA over the course of the entire term of this MOU, the County shall provide the equivalent additional percentage increase to PLEMA on a go forward (not retroactive) basis.

Article 23
ON-CALL TIME

- A. Definition: On-call time is a period of time in addition to normal work time during which an employee is not working but is required to be available for call back. (Only Sheriff's Lieutenants are eligible for On-Call.)

B. Requirements: On-call duty requires the employee so assigned:

1. To be reachable by telephone, radio or other means established by the Department;
2. To respond to work quickly if called back;
3. To refrain from activities which might impair his/her ability to perform his/her assigned duties should he/she be called back.

On-call time shall be compensated at the rate of fifteen percent (15%) of the employee's hourly equivalent of the regular bi-weekly salary for each hour the employee is assigned to be on-call. To be eligible for on-call compensation the employee must be informed by memorandum from the Department or by Court subpoena of the required/authorized dates and times of such service.

Article 24 **CALL BACK TIME**

Any non-exempt employee covered by this MOU who is called back to duty for performance of a necessary task shall receive compensation for a minimum of two (2) hours straight time, irrespective of the actual time required to perform the necessary task. In event the task exceeds two hours in duration, the total compensation shall be based on hours worked. Extension of a normal work day or shift, irrespective of lunch break, shall not be deemed call back.

Article 25 **DISCIPLINARY APPEAL**

The Disciplinary Appeal procedure is governed by Personnel Rule 12 except that the Sheriff shall act as the "Skelly" hearing officer.

Article 26 **GRIEVANCE PROCEDURE**

The Grievance Appeal procedure is governed by Personnel Rule 13.

Article 27 **IMPLEMENTATION**

Those portions of this agreement that require implementation by the Auditor's Office and/or the Retirement Division of the Treasurer's Office shall be implemented at such time and in such a manner as is consistent with the normal course of business.

Article 28 **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 PLEMA and its members agree that there shall be no strike or other concerted action including

actions in sympathy for others, resulting in the withholding of services by its members during the term of this MOU and during the period immediately following this MOU while meet and confer toward a successor MOU is continuing and impasse has not been reached.

Article 29
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 unless made and executed in writing by all parties hereto and, if required, approved and implemented by the Board of Supervisors.

Article 30
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, except where specifically modified by this MOU, 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. The parties agree to meet and confer within 30 days after such determination for the purpose of arriving at a mutually satisfactory replacement for such article or section.

Article 31
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.

Article 32
TIER V RETIREMENT

The parties agree that if the county determines to implement a Tier V Retirement program, the Association agrees to commence meet and confer sessions under the ground rules leading to this MOU promptly upon the County's written request.

Article 33
SICK LEAVE ON RETIREMENT

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 b) modified as follows.

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

- a) Up to twenty percent (20%) of his/her accumulated sick leave credits at the time of separation paid as compensation calculated on the hourly rate of pay 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 34
SICK LEAVE BUY BACK

An employee covered by this MOU can sell his/her accrued sick leave back to the County in accord with the following:

1. Table of hours eligible for buy back:
 - a) 0-2 years of service (not yet eligible).
 - b) 3-4 years of service up to 40 hours.
 - c) 5 and up years of service up to 60 hours.

An employee's years of service shall be determined by the employee's most recent date of hire. An employee who has completed 3 or 4 years of service as of December 26, 2017 shall be eligible, subject to usage, to sell back up to 40 hours of sick leave. An employee who has completed five (5) or more years of more of service at the pay period ending with December 24, 2017 shall be eligible, subject to usage, to sell back up to sixty (60) hours of sick leave. An employee must be on-payroll during the pay period of the payout in order to be eligible to receive the payout.

2. Buy back is subject to:
 - a) Employee's sick leave balance cannot be reduced below forty (40) hours.
 - b) Employee's eligible sick hours for the buy-back are reduced by any sick leave hours the employee has taken in the buy-back usage review period.
 - c) The buy-back usage review period shall commence with the first full pay period in January 2017 and shall continue through the last full pay period in December 2017.
3. Payment would be included by the second paycheck in February 2018.

4. The sick leave buy-back program is also active in this agreement, under the same conditions as cited above with new calculation periods in 2018 and 2019 and payouts occurring by the second paycheck in February 2019 and February 2020.

Article 35
VACATION DONATION POLICY

Employees in this unit are eligible to participate in the County Vacation Donation Program for paid vacation leave donation for catastrophic illness in accordance with Personnel Rule 6.8.8.

Article 36
PERSONNEL RULES AND POLICY REVISIONS

The County and PLEMA met and conferred on revisions to the Personnel Rules and came to agreement on such revisions. Additionally, the County and PLEMA agreed on revisions to the Employment Relations Policy and to the new Information & Communication Technology policies (Mobile Device and Theft). The County shall also provide a form to PLEMA members to either opt in/out of the Counties obligation to release their personal cell phone number to other unions or employee associations in accordance with AB 2843.

Article 37
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 38
TERM

The provisions of this MOU shall commence July 1, 2019 and shall then remain in effect through June 30, 2021. The provisions of this MOU shall also continue from year to year thereafter; provided, however, that either party may serve written notice on the other as provided for in Article 31, RENEGOTIATION, of its desire to negotiate a successor agreement.

Article 39
ADMINISTRATIVE REGULATIONS

PLEMA agrees to the Administrative Regulations enacted prior to the time of this memorandum of understanding.

Article 40
EMPLOYEE LAYOFFS

In the event 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 41
DEFERRED COMPENSATION

The County will contribute up to \$1,500 annually to an employee's Deferred Compensation Plan. The County will contribute 25% of the amount that the employee contributes to the plan (for each \$1.00 that the employee contributes to the plan the County will contribute .25 cents to the plan) up to a maximum County contribution of \$1,500 in a calendar year, effective January 1, 2018.

Article 42
ERRORS OR OMISSIONS

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

Article 43
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 bases under the following procedures:

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

4. Reimbursement by the Union shall occur within 30 days of the County billing the Union. The leave of absence will be approved if it does not interfere with the performance of County services and department operations. If the leave is denied, the County will provide the Union with written notification of impacted operational needs. The Union shall provide the County with alternate leave dates for the leave to occur which shall be granted by the County.


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

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



For Tulare County

9-17-19
Date



For PLEMA
09-17-19
Date

ADDENDUM 'A'

TUITION REIMBURSEMENT

Tuition Reimbursement Guidelines

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

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

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

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

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

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

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

1. A properly completed Claim form, including a statement certifying this or any other expenses associated with the 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.