

TENTATIVE AGREEMENT
PROPOSED MEMORANDUM OF UNDERSTANDING

Between

The County of Tulare

and

Tulare County Professional Firefighter's Association (TCPFA),
Affiliated with the International Association of Fire Fighters, Local 4757

Bargaining Unit 23

July 1, [201719](#) - June 30, [2019022](#)

Resolution No. [2017-0557](#)

Agreement No. [28211](#)

TULARE COUNTY
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**MEMORANDUM OF
UNDERSTANDING**

Between the County of Tulare

AND

Tulare County Professional Firefighter's Association (TCPFA),
International Association of Firefighter's, Local
4757 (Bargaining Unit 23)**Article 1
GENERAL PROVISIONS****1.1 PURPOSE**

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 Memorandum; 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 Tulare County Professional Firefighter's Association (TCPFA), International Association of Fire Fighters, Local 4757.

1.2 RECOGNITION

Pursuant to California Government Code #3500 - 3510 and the Tulare County Employment Relations Policy, the County of Tulare hereby recognizes the Tulare County Professional Firefighters Association, International Association of Fire Fighters, Local 4757, hereafter referred to as 'Union', as the exclusive representative for Bargaining Unit 23.

1.3 TERM

The parties to this Memorandum of Understanding hereby do jointly agree to and recommend for adoption by their respective principals the following agreement to be effective July 1, 20179, and to remain in effect through June 30, 201922, and from year to year thereafter, provided however, that either party may serve written notice on the other as provided for in Article 1.4, Renegotiation, of its desire to negotiate a successor agreement. It is further agreed that the signatures on this Memorandum of Understanding shall not bind either party until ratified by the Union membership and approved by the Board of Supervisors.

1.4 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.

1.5 SEVERABILITY

If any provision of this MOU is declared by proper State or Federal legislative, administrative or judicial authority to be unlawful, unenforceable or not in accordance with applicable Tulare County rules or law, or inconsistent with other provisions of this MOU, or where such makes the adherence to such impossible, all other provisions of the MOU shall remain in full force and effect for the

duration of this MOU. Any provision declared invalid, unlawful, or unenforceable under the above language will be subject to Meet and Confer.

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

1.6 FULL AGREEMENT

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

Prior to the implementation of any changes to mandatory subjects of bargaining, the County shall comply with the MMBA, except as otherwise provided by law. In the event any new practice, subject or matter arises during the term of the Agreement 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.

1.7 OMNIBUS PROVISION

The Personnel Rules and Regulations, Administrative Regulations and Board of Supervisors' policies shall apply except where specifically modified by this memorandum of understanding.

- Personnel Rules Revisions, June 2017
- Employment Relations Policy Revisions, June 2017
- Information & Communication Technology Policies (Theft and Mobile Devices)
- AB 2843 (Use of County form to opt out release of personal cell phone number)

~~1.8 REOPENER REGARDING CHANGES TO EMPLOYEE HEALTH AND OTHER BENEFITS CASH OUT~~

~~The Parties acknowledge that the County desires to make changes to an employee's ability to elect and/or receive cash payments in lieu of health and other benefits based on the 9th Circuit decision of Flores v. City of San Gabriel. Accordingly, during the term of this agreement, the County may request to meet and confer regarding potential changes, elimination, or decreases in the amount of such cash payments.~~

~~Upon the County's request, the Parties will promptly meet and confer to discuss changes to this MOU consistent with the County's desire to: (1) ensure the County's benefits plan(s) is/are bona fide; and/or (2) to reduce the County's potential liability for FLSA overtime payments.~~

Article 2 DISCRIMINATION

2.1 NON-DISCRIMINATION

There shall be no discrimination against any person because of political affiliation, race, religion, creed, color, gender, sexual orientation, age, 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 or by the County.

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 TCPFA or to have TCPFA 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.

2.2 AMERICANS WITH DISABILITIES ACT

Because the Americans with Disabilities Act (ADA) requires accommodations for individuals protected under the Act, and because these accommodations must be determined on an individual case-by-case basis, the parties agree that the provisions of this Agreement may be disregarded in order for the County to avoid discrimination relative to hiring, promotion, transfer, layoff, reassignment, dismissal, rehire, rates of pay, job and duty classification, seniority, leaves, fringe benefits, training opportunities, hours of work or other terms and privileges of employment.

The Union recognizes that the County has the legal obligation to meet with the individual employee to be accommodated before any adjustment is made in working conditions. Any accommodation provided to an individual protected by the ADA shall not establish a past practice, nor shall it be cited or used as evidence of a past practice in the grievance procedure.

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.

2.3 JOB RELATED INJURIES

The County shall comply with all the laws governing Workers' Compensation and the provisions of 4850 of the California Labor Code.

2.4 REASONABLE ACCOMMODATION

Administrative Regulation 25 is applicable to both industrial and non-industrial health conditions.

2.5 MEDICAL SEPARATION

Medical separation shall be as set forth in Personnel Rule 6.11, or its successor.

Article 3 EMPLOYER AND EMPLOYEE RIGHTS

3.1 MANAGEMENT RIGHTS

After discussion and due consideration, the County and TCPFA 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, and 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 8.2. 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.

3.2 FIRE FIGHTERS PROCEDURAL BILL OF RIGHTS

The County and employees covered by this Agreement shall adhere to the provisions of Government Code Sections 3250 through 3262, known as the Fire Fighters Procedural Bill of Rights, and as amended; and Government Code Sections 3300 through 3313 known as the Public Safety Officers Procedural Bill of Rights, and as amended, for its employees designated as Peace Officer by the Fire Chief.

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

3.3 PERSONNEL RULES and ADMINISTRATIVE REGULATIONS

The County and TCPFA agree to all Personnel Rules, Administrative Regulations, Departmental

Policies, and other Policies adopted by the Board of Supervisors in effect as of the effective date of this agreement and acknowledge their applicability. The County will provide notice to TCPFA on any changes to the above items where meet and confer notice is required, in accordance with the applicable Government Code.

3.4 PERSONNEL FILES

Employee(s), or a Union representative with the written consent of the employee(s), shall be entitled to review the contents of their official departmental or County personnel file and any other formal file relating to their work performance 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 Union.

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), or by the Human Resources Director, deemed to be inappropriate shall, upon written request from the employee, be sealed. The decision on whether a document is deemed inappropriate and qualified to be sealed by the Human Resources Director shall be final and binding.

Upon an employee's request, a Memorandum of Counseling that is four years or older and that has not been used as a basis for any subsequent disciplinary action shall be immediately removed from an employee's official personnel file at Human Resources & Development and from any file at the Fire Department.

3.5 UNIT MEMBERSHIP

The County shall exclusively provide the Union in writing, upon execution of this contract, and following each new employee orientation session, a list of all employee's subject to this Agreement, of such employee's name, home address, home phone number, employee I.D. number, class, and job location, as applicable. This list will be forwarded to the Union for verification. The Union agrees to maintain the confidentiality of this information.

3.6 DUES AND OTHER DEDUCTIONS

~~The Union has the sole and exclusive right to have employee organization membership dues service fees deducted for employees covered by this Agreement.~~

The Union may have the regular dues of its bargaining unit members deducted from their paychecks under the following procedures:

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

The Union will provide to the County an updated, certified dues deduction list of bargaining unit members on a bi-annual basis, who have provided written authorization for regular dues deductions. The County will deduct dues for only those employees who are in the bargaining unit in accordance with such certified list. The Union will immediately notify the County of any change to an employee's dues deduction, including starting and stopping dues deductions, or validly cancelling or revoking a dues deduction authorization, and will provide the County within five (5) business days of the Union being advised, an updated, certified dues deduction list only noting any specific changes from the last list provided to the County. The County shall not be obligated to put into effect any new, changed or discontinued deduction until a certified list of employees who have provided the Union with deduction authorization forms is submitted to the Payroll department in sufficient time to permit normal processing of the change or deduction. The County will implement the change(s) in the pay period following the County's receipt of such notification. The County will transmit the balance of funds to the Union as soon as practicable after such deduction is made.

~~The County shall collect Union dues and insurance premiums through payroll deduction. The dues deduction or service fee shall be forwarded to the Union as soon as practicable after such deduction is made. 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.~~

In cases where an employee is not paid for a portion of the pay period and her/his salary is insufficient to cover part or all of the withholding of dues, or the statutory withholding obligations exceed the withholding of dues, 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 dues unless the affected employee authorizes otherwise in writing to the Union.

~~The Union shall annually provide to the County a breakdown of fees and dues collection and expenditures within 45 days of the end of the fiscal year.~~

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

~~This section of the MOU is not grievable.~~

~~The County acknowledges that the Union successfully conducted an election on April 30, 2008 where upon the membership by majority voted in favor of an Agency Shop and the County agrees to establish an Agency Shop for Unit 23. The Union agrees to provide the County with the dollar amount of the dues and service fee approved by the Union.~~

~~As a condition of continued employment, employees in the bargaining unit must either join the Union or pay the Union a Service Fee in an amount not to exceed the standard initiation fee, periodic dues, and general assessments of the organization. Except as provided herein, this article shall not be applicable in the event dues and/or fees are otherwise authorized not to be collected.~~

~~Each new employee hired into bargaining unit 23 after the effective date of this MOU shall be either: 1) a member of the Union, or 2) a Service Fee Payer, or 3) have a Religious Exemption.~~

~~Service Fee Payers~~

~~New employees will be automatically enrolled as fee payers upon hire.~~

~~Members~~

~~A fee payer may join the Union at any time by completing a membership form and providing such form to the Union and County Payroll. A member of the Union shall be eligible to withdraw from membership in the Union by providing a signed withdrawal statement to the Union and County Payroll. Members shall only be able to withdrawal from membership during the month of February. Upon receipt of such a request, the County shall take the necessary steps to change the employee's deduction from membership dues to non-membership service fees.~~

~~Religious Exemption~~

~~Any employee who is a member of a bona fide religion, body or sect whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to pay an agency fee. Such employees shall pay by means of mandatory payroll deduction an amount equal to the agency fee to a non-religious, non-labor charitable organization exempt from taxation under Section 501(c)(3) of the Internal Revenue Code. Such organization shall be chosen by the employee from the following list of charitable organizations: 1) National Fallen Firefighters, 2) The Leon S. Peters Burn Center, and 3) American Red Cross.~~

~~If the Union challenges the employee's claim for Religious exemption, the deduction to the charity of the employee's choice will commence but will be held in escrow pending resolution of the challenge in accordance with the Union's dispute resolution procedure.~~

~~To qualify for the religious exemption, the employee must provide to the Union, with a copy to the County, an appropriate written statement of objection. The County will implement the change in status within thirty days or usual and customary timeframe unless notified by the Union that it does not accept the requested exemption. The County shall not be made a party to any dispute between the Union and employee pertaining to whether the employee qualifies for the religious exemption.~~

3.7 WORK ACCESS

Authorized Union paid staff and employee representatives shall be given access to work locations

during working hours, (or during the shift of occurrence providing the employee representative conducting the investigation is off duty), to conduct grievance investigations and/or to observe working conditions, excepted as limited in Article 15, stemming from grievances or grievable complaints with the understanding that the time so spent will be devoted to the proper processing of complaints as specified in the grievance procedure. Furthermore, such Union paid staff and employee representatives shall have authority to reach a solution for the grieving party.

Union employee representatives agree to provide the department with reasonable advance notice when requesting access to work locations to conduct grievance investigations. The Union agrees to provide reasonable advance notice of such visitations but in no event less than 48 hours to the Department Head or his designated alternate in the event that the visitor is not a Union employee representative. Employer reserves the right to require that such visitors be escorted.

The County agrees to allow the Union to use the County official bulletin boards for purpose of posting notices of Union meetings, Union elections and election returns, Union appointments to office and Union recreational or social affairs in departments where the Union has represented members. The Union agrees that notices will not include encouragement of any job actions against the County; political endorsements or political statements of candidates running for government offices; or any content that would otherwise violate County policy. Material encouraging employee job actions shall not be posted. Posting must be on Union letterhead and bear the signature of an agreed upon Union representative. Postings must be sent to the Human Resources Director for review in advance of the posting. Authorized postings will be stamped by the Human Resources department as soon as administratively possible and will be returned to the Union for posting. The Union agrees to limit the posting of such notices to its bulletin board space and shall bear responsibility for the content of the literature. Flyers approved for posting on bulletin boards, after approved by the Human Resources Department, shall be distributed by County Fire management. The County may reject or remove any and all postings which the Human Resources Director determines to be not in compliance with these requirements.

3.8 FACILITIES USE

Upon request of the Union, the County shall provide use of County facilities outside of working hours, provided such space is available and the Union 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.

3.9 USE OF PHONES AND USE OF COUNTY EMAIL

The Union agrees to abide by the County policies regarding use of county equipment, phones and other technologies. The use of phone for the purpose of returning or placing calls to management is allowed.

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

- The purpose of communicating with County management in the regular course of Union/County business.
- Communicating with County management to make arrangements to investigate or process grievances.

Management shall be responsible for communicating directly with employees engaged in grievances or discipline on behalf of the Union to arrange scheduling and release time as appropriate. Also to audit the use of employee representatives chargeable release time.

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

3.10 ORGANIZATIONAL RELEASE TIME

The County will provide 84 hours annually for the President, Vice President(s) or other Officers or Directors of the Union of temporary time off with pay, not to exceed the total in the Bank of Hours (see Bank of Hours below), for the purpose of investigating grievances; disciplinary matters; employer/employee training; attending to organization training sessions; seminars; business meetings; elected board meetings; conventions and/or conferences. Sufficient advance notice will be provided to the Department so that release may be arranged. Release time for all of the above meetings shall be subject to the scheduling needs of the department.

3.10.1 Bank of Hours

In addition to the 84 hours the County provides as cited above, the Union may add to its bank of hours, an additional amount annually from voluntary donations of up to 84.5-hour maximum from each employee from that employees' accumulated vacation balance. Donations to the bank shall be made in August. Time in the bank shall continue for the duration of this agreement. However, at no time shall the accrued amount of hours in the time bank exceed the total of 84 (County provided hours) plus the number of employees in the unit times ~~one and one-half~~ eight. For example, if there are 70 employees in the unit and each employee contributed 84.5 hours in July, the maximum amount of banked hours would be ~~489-644~~ hours (70 employees x 84.5 hours + 84 hours = 644189 hours).

3.10.2 Usage of the Union Leave Bank

When a bargaining unit employee has received the appropriate approval to be absent from his/her scheduled shifts(s) to attend official organization training sessions, seminars, business meetings, elected board meetings, conventions and/or conferences, payment of the employee(s) covering for the shift(s), at the applicable regular or overtime rate, will be made, hour for hour, from the Union Leave Bank. The employee absent from work on union business shall receive pay for their regularly scheduled shift as such absence shall be recorded as paid union leave.

3.10.3 Carry Over of Unused HoursFunds

If there are any unused hours in the Leave Bank at the end of the fiscal year, no more than 24 unused hours will carry over to the following year.

3.10.4 Shift Coverage (including the 40 hour shift schedule)

The Fire Chief or his designee shall decide how to backfill the position based on available staffing including the authority to backfill with Extra-help Engineers, which may exceed the normal twelve (12) hour limitation for coverage. In the event Union Leave is sought at a time when there are inadequate hours in the leave bank to cover the leave, employees may seek a shift-trade or vacation in accordance with current policy and practice.

3.10.5 Release Time Log

The Department will continue to maintain a log for the purposes of tracking the aggregate release time for employee representatives.

3.10.6 Employee Release Log

Employee representatives shall record any Organization Release Time Bank Hours on their timesheet, recording shall include all release time including grievance and disciplinary investigations (charged time); formal grievance and disciplinary processing (not charged time); mutually agreed to meetings with management and meet and confer sessions (not charged time); and attendance at Union sponsored events and other meetings attended at the discretion of the employee representatives (charged time).

3.10.7 Employee Representatives of the Union

The Union shall be entitled to have a maximum of six (6) employee representatives including not less than one (1) from each shift and including employee officers of the Union to act as agents of the Union. The Union agrees to notify the County on a quarterly basis of the names of such employee representatives by shifts and location. Notification will be made to the Human Resources and Development Department and the Fire Department. The Department will notify the Union of the appropriate management representatives in each shift to be contacted by the employee representative(s) in carrying out his/her duties.

3.10.8 Disciplinary Related Release Time

The processing of a disciplinary 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.

3.10.9 Grievance Investigation

A reasonable amount of time will be granted to the employee representative or Union paid staff to handle the investigation of a grievance and shall have the authority to reach a solution for the grieving party. The time used by an employee representative shall be charged to the bank of hours provided for herein. The parties agree that in handling grievances, the employee representative or Union paid staff will use only the amount of time necessary to handle the grievance. The parties also agree that the employee representative or union paid staff shall not handle the investigation of the grievance in a manner which promotes dissension and/or disruption in the workplace.

The parties further agree that in the event an employee representative is involved in investigating or processing a grievance the employee representative may not be named or otherwise involved in the grievance or discipline as a party or as a witness.

3.11 NEW EMPLOYEE INFORMATION

A factual presentation of the rights and responsibilities of employees shall be presented by the County in each new employee orientation ~~session~~ meeting. This shall include the naming of the certified representative of each bargaining unit. ~~The Union will be given reasonable advanced notice of group orientation meetings.~~

If on file, the Human Resources & Development department will supply TCPFA with the names, job titles, departments, work locations, work numbers, home numbers, and 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.

Unless there is a business necessity, TCPFA will be given 10 days' notice of group orientation meetings, and a representative of TCPFA 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 TCPFA, 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 TCPFA representative they are dismissed. The TCPFA representative may then meet with the new TCPFA 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.~~

~~The department will supply the Union with the names and work locations of each new employee. The County agrees to include Union informational packets, supplied by the Union, in the new employee information given to employees covered by this agreement on their first day of employment. The Union informational packets must be approved by the Employee Relations Officer prior to distribution. The Employee Relations Officer shall remove from the packets any and all information that is, in his opinion, inflammatory, derogatory or otherwise inappropriate.~~

~~The Union shall be responsible to provide to the County the informational packets in sufficient numbers and in a timely fashion to be distributed on the employee's first day of employment. The County shall have no responsibility regarding these packets if they have not been provided by the Union.~~

3.12 BARGAINING UNIT WORK

In accordance with the MMBA, the County shall meet and confer with the Union regarding the transfer of bargaining unit work during the term of this agreement.

Article 4 COMPENSATION

4.1 COMPENSATION ADJUSTMENTS

Compensation adjustments shall be in accord with Tulare County Personnel Rule 4, or its successor. Merit increases shall be in accordance with Personnel Rule 4.2.3 Merit Salary Adjustments and 4.2.4 Salary Anniversary date.

~~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 no sooner than July ~~921, 20179~~. As the Board of Supervisors approved the agreement on July ~~2311, 20179~~ the salary increase is effective at the start of the next pay period which is July ~~213, 20107~~.~~

~~In the second year of the agreement, there shall be a salary increase of ~~32~~% for all classifications in the unit, effective July ~~85, 204820~~.~~

~~In the third year of the agreement, there shall be (0) no salary increase for all classifications in the unit.~~

~~See attached Addendum A for salary by Classification.~~

Duration of Merit/Step

Newly hired employees (except step 5 appointments) shall be eligible for a merit/step increases following twenty-six (26) pay periods of service. All classifications covered by this agreement shall be eligible to advance through each of the pay steps after having served twenty-six pay periods at each step until step 5 is reached. A qualified employee will become eligible to be

considered for a Merit Salary Adjustment on their Salary Anniversary Date as provided in Personnel Rule 4.2.4 (Salary Anniversary Date). Adjustments (merits) shall not be automatic, but shall require the recommendation of the Department Head. Such recommendation shall be accompanied by a satisfactory performance evaluation. Compensation shall be in accordance with Tulare County Personnel Rule 4, or its successor.

Salary Surveys

If a salary survey is completed by the County and provided to the Union, it will include the criteria used to determine the total compensation.

4.2 OVERTIME

Overtime shall be paid in accord with Personnel Rule 4.3, or its successor, ~~provided however but~~ specifically in accordance with the below and a February 22, 2019 agreed upon various overtime and payroll-related issues side letter:

1. **Bilingual Pay:** Paid at \$0.50 per hour using hours actually worked.
2. **Sick Leave Buy Back (SLBB):** Include SLBB in the regular rate of pay calculation for overtime premium.
3. **Overtime Premium:** Calculate the regular rate of pay for overtime premium using standard or scheduled hours in the work period.
4. **Straight Time Overtime (STO):** Pay STO as regular hours at the base rate. Pursuant to this change, the term STO is eliminated.
5. **Holiday in Lieu (HIL):** Include HIL in the regular rate of pay calculation for overtime premium.

DEFINITIONS:

Periods:

Pay Period – Every 14 days.

Work period – Refers to an established and regularly recurring period of work. Shift personnel shall have a 24-day work period. Non-shift personnel (Administrative Captains and Lieutenants) shall have a 7-day work period.

“Hours actually worked” - Includes hours classified as regular, overtime, or call back. It does not include non-working hours, such as holiday, sick, vacation, etc.

“Scheduled or Standard Hours” – Those hours that are recurring and fixed within the work period. Shift personnel are expected to work 182 hours over a 24-day work period. Non-shift personnel are expected to work 40 hours over a 7-day work period.

Types of Overtime Pay:

Overtime Premium – The base rate plus one-half of the Regular Rate of Pay for each of the “hours actually worked” plus any vacation hours taken during the work period that exceed the overtime threshold for the

applicable work period.

Compensation:

Base Rate – The rate paid to an employee per hour before additional pays and other types of pay are included.

Additional Pay – Additional means of compensation that an employee receives (e.g., bilingual pay, benefits tax, etc.) unless excluded by the FLSA.

Regular Rate of Pay – The rate used in the calculation for overtime premium. It is calculated by using the following formula:

$$\text{Base Rate} + \frac{\text{Lump sum of additional pays per work period}}{\text{Standard or Scheduled hours}} = \text{Regular rate of pay}$$

$$(\text{Base Rate}) + (\text{Regular Rate of Pay} \times .5) = \text{Overtime premium rate}$$

Example: Employee works 40 Standard or Scheduled Hours and 5 hours of Overtime premium. Base Rate = \$10; Lump Sum Additional Pay Per Work Period = \$20

$$\$10 \text{ Base Rate} + \frac{\$20 \text{ lump sum additional pay per work period}}{40 \text{ Standard or scheduled hours}} = \$10.50 \text{ Regular rate of pay}$$

$$(\$10 \text{ Base Rate}) + (\$10.50 \text{ Regular Rate of Pay} \times .5) =$$

$$\$10 + \$5.25 = \$15.25 \text{ Overtime premium rate}$$

$$\$15.25 \text{ Overtime premium rate} \times 5 \text{ Overtime premium hours} = \$76.25$$

Shift personnel shall be eligible for overtime when hours actually worked plus vacation hours exceed 182 hours in a 24-day work period, or other work period established by the County in accord with the 207k exemption set forth in the Federal regulations interpreting the Fair Labor Standards Act (FLSA) for non-exempt hourly employees. Overtime hours shall be compensated at the overtime premium rate, as illustrated above.

For purposes of clarity, premium overtime (FLSA Overtime) is one-half time for the actual hours worked between 182 hours and 192 hours in a 24-day work period, or other work period established by the County in accord with the 207k exemption set forth in the Federal regulations interpreting the FLSA.

Compensatory time (CTO) shall not be authorized for shift personnel. For non-shift personnel assigned to a 40-hour shift (Administrative Captains and Lieutenants), such employees may select either CTO or cash payment for overtime hours. Once an employee has reached eighty (80) hours of CTO, any additional overtime hours incurred shall be paid out in cash at the overtime premium rate, as illustrated above.

For absences greater than twelve (12) hours, overtime will be offered by rank. Ranks will include Captains, Lieutenants and Fire Apparatus Engineers. An electronic list will be maintained for each

rank. Individuals will be ranked on each list by the amount of overtime hours accepted. The employee with the fewest accepted overtime hours will be at the top of the list and contacted first. New employees will be put on the overtime list starting with the average of all employees accepted overtime hours within their rank. Overtime shall be filled with like-rank when possible; Captain with Captain, Lieutenant with Lieutenant, and Fire Apparatus Engineer with Fire Apparatus Engineer. If unable to fill a Captain's position with the like rank, the order to fill each rank will be as follows:

- a) Captain- Lieutenant, then qualified Fire Apparatus Engineer.
- b) Lieutenant- Captain, then qualified Fire Apparatus Engineer.
- c) Fire Apparatus Engineer- Lieutenant, then Captain.

Extra Help Engineers may be used for work periods exceeding 12 hours and up to 48 consecutive hours when there are no Captains, Lieutenants, or Fire Apparatus Engineers available on the voluntary sign up list, or do not respond to the Department's notification efforts. This option will only be used when ordered overtime is required. If no Extra Help Engineers are available to work, the Department will resume ordered overtime of Captains, Lieutenants, and Fire Apparatus Engineers in 24-hour increments by like rank for the vacancy.

Backfill of hours worked due to absences, scheduled or unscheduled, shall first be filled by relief staff regardless of rank. Further, it is at the discretion of the department to utilize Extra-Help Fire Engineers to back fill the rank of Lieutenant, Captain, and Fire Apparatus Engineers prior to using the overtime list, for shortages of twelve (12) hours or less. If the circumstances cause the employee to work more than twelve (12) hours, no compensation will be due to the employee next up on the Overtime list.

The Department will establish a Standard Operating Guideline for the scheduling of overtime. It is agreed the parties will meet and confer on the application of procedures governing the allocation of overtime hours. If an employee is mandated to return to duty, their name will not be placed at the bottom of the overtime list. In the case of emergency overtime, the Department's current Standard Operating Guidelines (607) stands.

During the term of the MOU, the County and TCPFA agree to meet and confer and update the current Overtime SOG-607.

4.2.1 Forced Overtime/Ordered to Work

If no employee accepts voluntary overtime, and if no Extra-Help Engineers are available to work, based on the Department's notification effort, the Department may utilize a force hire, or order employees back to work to fill vacancies in order to provide adequate staffing. The force hire shall be ordered by the affected Battalion Chief.

4.2.2 First Day of Shift Vacancy: On duty personnel including those on voluntary overtime and traded work hours will be used to cover the upcoming vacancy based off of the lowest seniority. For example, "A" shift personnel on duty will be forced to cover "B" shift vacancies. "B" shift personnel on duty will be forced to cover "C" shift vacancies and "C" shift personnel will be forced to cover "A" shift vacancies. Two electronic force hire lists will be maintained by personnel who are assigned to the station designated as the staffing station by the Fire Chief or their designee. One list will consist of Company Officers (FC & Lt.) and the other list will consist of Fire Apparatus Engineers. Both lists will be maintained and published in Crew Sense when possible. The individual with the least amount of seniority for each list will be at the top of the list. To maintain fair and equitable force hiring, these lists

do not reset annually. As individuals are forced, they shall be rotated to the bottom of the force hire list.

4.2.3 Second Day of Shift Vacancy: (Personnel going off duty mid shift). Those employees, who are on voluntary overtime and traded work hours will be forced hired first. The employee on voluntary overtime with the least amount of seniority on the pre-established list shall be considered forced hired for 24 hours. As individuals are forced, they shall be rotated to the bottom of the force hire list. If no personnel are going off duty mid shift, the force hire shall default to recalling off duty personnel with using the force hire lists. As individuals are forced, they shall be rotated to the bottom of the force hire list. An employee who has been forced to work may find their own coverage for the remainder of the time needing to be force hired. Force hired hours shall not be added to the effected employee's voluntary overtime hours in the Crew Sense ranking.

4.3 EDUCATION INCENTIVE

Certification Pay: Employees who possess a Fire Officer Certification will receive an additional \$40 per pay period (\$1,040 annually).

4.4 TUITION REIMBURSEMENT

Employees shall be eligible to receive tuition reimbursement for classes taken which are designed to improve their ability to accomplish job skills as outlined in the Department's Job Description. Such reimbursement shall be subject to Administrative Rules and Procedures established by the Human Resources Department and shall not exceed three hundred fifty dollars (\$350) per fiscal year, per employee.

4.5 COMPENSATION FOR THE POSITION OF ACTING CAPTAIN OR BATTALION CHIEF

Employees who work out of classification for ~~five consecutive, 48-hour tours~~ 1.5 shifts from the commencement of the first tour of duty will be entitled to an additional five percent (5%) of base pay effective with the sixth shift and for the duration of such assignment. Eligibility is subject to the Fire Chiefs approval.

Such pay for acting positions shall be included on the employee's paycheck and paid in accordance with those procedures administered by the Auditor Controller. 40 hour personnel shall be eligible for Acting Pay per Personnel Rule 4, or its successor.

An employee is eligible for out of classification assignment when he/she is on a current or previous promotional list for the classification in which the out of classification assignment is to occur. Out of classification assignments will act one rank up only (e.g. FAE to Lieutenant, Lieutenant to Captain, or Captain to Battalion Chief). An out of classification assignment will generally not exceed 12 consecutive months. The Fire Chief reserves the right to extend an out of classification assignment based on operational needs.

4.6 CALL BACK TIME

Call back pay shall be as set forth in Personnel Rule 4.5 or its successor.

4.7 ON-CALL PAY

Qualifications for on-call time and pay shall be in as set forth in Personnel Rule 4 or its successor. The amount shall be ten percent (10%) of the hourly wage and payable only for on-call hours. While On-Call, employees must respond in their County vehicle within sixty (60) minutes of being contacted. As such, employee must refrain from alcohol consumption while On-Call. On-call pay shall be effective upon ratification of this Memorandum of Understanding by the Board of

Supervisors

4.8 BILINGUAL PAY

Employees will be paid an additional \$.50 (fifty cents) per actual hours worked as bilingual pay if they take and pass the County's Spanish or Southeast Asian verbal skills test and one of two other Spanish test components to be determined by the County on a case-by-case basis. The County will cease bilingual pay for any employee who refuses to use bilingual skills when requested to do so by the County.

4.9 UNIFORM ALLOWANCE

The County Fire Department will provide the initial uniform to new employees. Effective July 1, 2017 employees may be reimbursed up to \$750. per fiscal year for new uniforms. The Fire Chief, after considering input from the Standards Committee, will determine acceptable uniforms and method of reimbursement. The department will add to the SOG approved brands of structure turnout, wild land and station boots, all types of flashlights, as well as structural, wild land, and auto extrication gloves which may include wildland accessories (i.e. wildland packs, sleeping bag, water bottles, cois) to the list of acceptable items for reimbursement under the Uniform Allowance. The SOG will require that equipment purchased by the employee will meet current specifications (as of ~~2012-19~~, NFPA). It will be the employee's responsibility to maintain safe and functioning work uniforms and safety equipment. Exceptions may be made for replacement of uniforms damaged in the line of duty at the discretion of the Fire Chief. Should an employee covered by this agreement leave the Department or be off work in excess of six (6) months on a Leave of Absence, his/her uniform allowance shall be pro-rated on a pay period basis. 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.

4.10 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.

4.11 PAYROLL ERRORS

A. SHORTAGES

A correction by the Auditor's Office to cover shortage errors in employee's paycheck, after written notification of the discrepancy to Auditor's Office shall be provided to employees on the next pay check if the amount is under \$150 and within seven (7) working days if the shortage is \$150 or greater. If the shortage is equal to 50% or more of the regular paycheck or in any instance, when in the opinion of the Auditor such shortage would be an unreasonable burden on the employee the Auditor may order a manual warrant as soon as practicable.

B. OVERPAYMENTS

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

B. DIRECT DEPOSIT

Employees will be required to receive their paychecks via direct deposit to a checking or other

similar account at a financial institution.

4.12 EMERGENCY MEDICAL TECHNICIAN RE-CERTIFICATION

The County will pay the re-certification cost [the fee charged by CCEMSA for the certificate] for current and future employees every two (2) years.

Article 5 BENEFITS

5.1 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 during the term of this memorandum of understanding.

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 requirements of California Government Code 3500 – 3510 have been complied with and approved by the Board of Supervisors.

5.2 HEALTH BENEFIT PLAN

~~Instead of independent County contributions to Health, Dental, Vision, Life insurance (the core benefits package),~~ The County has implemented a cafeteria--style benefit 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, 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. tiered benefits program as follows in which a benefit amount granted pursuant to this MOU shall be used for the benefits specified in this article and may be used and/or supplemented by payroll deduction for the specified benefits and for other voluntary benefits subject to the limitations of the County's Section 125 plan document. The County reserves the right to establish a revised premium structure for County Insurance for the purpose of beginning equalization of premium costs throughout the workforce.~~

During the term of this agreement, the Union shall be limited to participation in the County health benefits program.

A. Benefit Amount

The County allots each full time employee ~~an annual~~ "health flex benefit amount" to be paid in equal amounts on 24 of 26 pay periods during which 24 pay periods premiums are also withheld for the core benefit package.

~~Effective with the new Health Plan Year 2018 and 2019 for employees participating in the Health~~

~~Plan that have a benefit amount that is less than the premium charged for the \$1,000 deductible employee-only coverage for medical, dental, vision, and \$40,000 life insurance coverage (plus a \$10,000 Line of Duty benefit), the County will increase the benefit amount to pay for any premium increase for plan year 2018 and 2019. Any increase to the benefit amount will coincide with the premium increase for plan year 201820, 2021 and 201922. The minimum benefit amount for Health Plan Year 20179 is \$311.45.~~

~~Health Plan Year 2017~~

EE Only	Employee + Child(ren)	Employee + Spouse	Family
\$311.45	\$297.95	\$320.31	\$455.85

~~Health Plan Year 2018~~

EE Only	Employee + Child(ren)	Employee + Spouse	Family
\$311.45	\$317.95	\$340.31	\$505.85

For Health Plan Years 2020, 2021, and 2022, 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 \$40,000 life insurance coverage (plus a \$10,000 Line of Duty benefit), 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 \$40,000 life insurance coverage. Any increase to the benefit amount will coincide with any premium increase for the Health Plan Years 2020, 2021, and 2022.

Increase in the County contribution to Employee+Spouse, Employee+Child(ren), Employee+Family of \$100.00 per pay period (24 pay periods) effective for the 2020 Health Plan year. This enhanced amount of \$100 will continue with the 2021 Health Plan year. An additional contribution to Employee+Spouse, Employee+Child(ren), Employee+Family of \$120 per pay period (for 24 pay periods) will be made by the County to those in the plan for the 2022 Health Plan year.

All employees hired on or after September 13, 2009 and who validly waive participation in the County's health insurance coverage shall receive a cash-in-lieu of medical benefits in the amount of \$1,000 per year or \$41.67 per pay period over 24 pay periods when benefit amounts are paid and premiums are collected in lieu of a contribution to the health plans.

Effective January 1, 2022, all employees who waive the County's health insurance coverage will receive zero (\$0.00) for cash-in-lieu of medical benefits. This applies to all new waivers beginning with Health Plan year 2022.

Employees who validly waived the County's health insurance coverage as of December 31, 2021, will be grandfathered and continue to receive the cash-in-lieu of medical benefits in the amount of \$1,000 per year or \$41.67 per pay period. If the grandfathered employee elects to enroll in the County's health insurance plan, they will receive the corresponding benefit amount for the tier selected. In the event this employee later elects to waive coverage, they will receive zero (\$0.00) for cash-in-lieu of medical benefits.

Qualified waivers: \$41.67 per pay period for 24 pay periods.

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 by the County's Summary Plan Document for the 125 Plan.

B. Limited-Eligible Opt Out Arrangement

~~Subject to the above limitations, Employees who are eligible may elect to waive enrollment in the County's health insurance coverage in any given Plan Year. Employees who are eligible and 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 are eligible and 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.

~~All employees must participate in the employee benefit plan unless they qualify to opt out as described below. Employees who refuse to participate are not eligible to receive the benefit amount. Those Employees who are eligible may retain eligibility to receive the cash-in-lieu of medical benefits benefit 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 benefits. Benefit 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" 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.

d. As a Medicare recipient.

d.e. Enrolled in Medicaid.

e-f. Employees in this unit are required to maintain the base Life Insurance Policy (currently at \$40,000 plus a \$10,000 Line of Duty benefit) through the Employee Benefit Plan.

3. Employees who fail to provide adequate supporting documentation to prove they have met one or more of the qualifying "opt out" provisions or who falsify documents in an effort to fraudulently meet the qualifying opt out provision(s) shall be subject to discipline up to and including termination. Submitting fraudulent documentation may result in termination and may result in criminal prosecution.
4. Employees who opt out of the health insurance and meet the requirements of paragraph B.1 or B.2 above will have the cash-in-lieu of medical benefits waiver amount added to their taxable wages.
5. An eligible employee must inform the County that the employee intends to opt out of the benefit plan as set forth above during open enrollment for health benefits or upon a qualifying event.
6. An employee who opts out of the County's health benefit plan must rejoin the County's benefit plan within thirty (30) days of losing eligibility, to qualify for the opt-out provisions as described above. ~~The employee who does not comply with this provision shall, pursuant to the terms of the applicable benefit contract, lose pre-existing condition coverage upon re-enrollment at any subsequent open enrollment period or other qualifying event.~~

C. Health Plan Design Review

During the term of this agreement, the County and the Union agree to meet along with the other employee organizations (as they choose to participate), to identify and review all reasonably available large group health plan options for the following plan year.

All parties, including the County and the Union, will freely exchange ideas, concerns and constraints so that the resultant recommendation will represent the best efforts of those parties. The County and TCPFA will make a good faith effort to participate fully and to reach a consensus on a health plan recommendation to the Board of Supervisors. Should this process not result in a consensus recommendation, all final recommendations will be presented to the Board of Supervisors.

D. Employees shall become eligible to receive their flex benefit amount ~~Benefit Amount~~ or cash-in-lieu of benefits on their fourth (4th) paycheck after commencing employment with the County.

E. Coverage becomes effective the first day of the month following 30 days of employment.

5.3 RETIREMENT

The County shall provide a defined benefit plan commonly called the 2% at age 50 retirement program administered pursuant to the 1937 County Employees Retirement Act and integrated with Social Security. Employer contributions shall be paid by the County and employee contributions shall be paid by the employee in accord with rates established by the Tulare County Employees' Retirement Association.

5.3.1 DEFERRED COMPENSATION MATCH

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.

5.4 SICK LEAVE

Sick Leave usage and pay shall be as set forth in Personnel Rule 6.7 or its successor except as provided hereafter:

Covered employees who work a 24 hour shift or 48-hour tour of duty schedule pursuant to the 207k exemption shall have their accrual rate increased by a factor of 1.4 times the number of hours accrued by 40-hour per week personnel. Should an employee on a shift schedule move to a 40-hour assignment, the employee's accrued sick hour balance and accrual rate shall be converted to the 40-hour accrual rate. This conversion shall work in reverse for employees coming from a 40-hour assignment and going to a position pursuant to the 207k exemption.

5.4.1 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:		
		40 Hour Week	56 Hour Week
	a) 0-2 years of service*	(Not yet eligible)	(Not yet Eligible)
	b) 3-4 years of service*	Up to 40 hours	Up to 56 hours
	c) 5 and up years of service*	Up to 60 hours	Up to 84 hours

An employee's years of service shall be determined by the employee's most recent date of hire and continuing through the last day of the final full pay period in December 2017.

An employee on a 40-hour week schedule who has completed 3 or 4 years of service as of the last day in the final full pay period in December 2017 shall be eligible, subject to usage, to buy back up to 40 hours. An employee on a 56-hour week schedule who has completed 3 or 4 years of service as of the last day in the final full pay period in December 2017 shall be eligible, subject to usage, to buy back up to 56 hours.

An employee on a 40-hour week schedule who has completed 5 years or more of service as of the last day in the final full pay period in December 2017 shall be eligible, subject to usage, to buy back up to 60 hours. An employee on a 56-hour week schedule who has completed 5 years or more of service as of the last day in the final full pay period in December 2017 shall be eligible, subject to usage, to buy back up to 84 hours. 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 for an employee on a 40 hours work week and fifty-six (56) hours for an employee on shift work.
- 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 last full pay period in December 2017.

3. Payment would be included by the second paycheck in February 2017.

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.

5.4.2 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, or its successor, with the exception of the following: An employee who separates from the County service after having completed ten (10) years of service, and who retires in accordance with the provisions of the Tulare County Employee's Retirement System may elect to initially receive compensation in an amount up to twenty percent (20%) of the accumulated sick leave credits of the employee 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 (and up to three- hundred fifty (350) hours for Bargaining Unit 23 Fire Officers that are on a 2,912 hour annual Shift Schedule).

5.5 VACATION LEAVE

The hours accumulated, entitled, and maximum accrual limit per Rule 6.8 shall be applicable to all employees, with the following exception: FLSA covered employees who work a duty schedule pursuant to the 207k exemption shall have their accrual rate increased by a factor of 1.4 times the number of hours accrued by 40 hours per week personnel. Should an employee on a duty schedule move to a 40-hour assignment, the employee's vacation accrual rate shall be converted to the 40-hour accrual rate. This conversion shall work in reverse for employees coming from a 40 hours assignment and going to a position pursuant to the 207k exemption. See Addendum 'A' for vacation accrual rates.

Beginning August 1, 2011, when an employee moves from a shift assignment pursuant to the 207k exemption to an administrative 40 hours per week assignment, any accrued/unused vacation time/hour balance will not be reduced. However, the accrual rate will be converted to the new accrual rate. If the result of this action places the employee's vacation hours balance above the applicable vacation accrual cap as noted in Addendum "A", the employee will retain such accrued vacation hours but will not be able to accrue any additional vacation hours until their balance falls below the vacation accrual cap.

No single absence request shall exceed a maximum of two consecutive weeks vacation leave and for each shift employee two forty-eight (48) hour consecutive shifts of vacation leave, providing he or she has sufficient vacation/annual leave credits to cover the period of absence.

The Fire Chief shall be responsible for establishing an annual vacation schedule by December 1 of each year utilizing the fire department (Inter-departmental) Seniority List described within this MOU. The Annual Vacation List shall be based upon received written requests from employees within Unit 23 in Seniority order within each represented classification. Vacation Requests should be received no later than November 1 of each calendar year for the next calendar year. The Chief may delegate this responsibility to any level of the organization (Division, Battalion, or Station, etc.). Departmental seniority shall prevail in case of conflicts.

Upon request, the Department will provide a vacation seniority list. Department will provide a

list by classification and date hired or promoted to the current classification of each employee represented by the Association. The Association will give the Department at least a two week notice in requesting this list and it shall be provided once in a 12-month period. Vacation preference will be based on seniority in classification.

The department's approved Annual vacation schedule shall be published by December 1 of each year. Anyone failing to submit their requested vacation leave schedule by November 1 shall lose the opportunity for consideration based on seniority for that year's schedule.

Vacation schedules shall be devised to avoid employees exceeding the maximum allowable vacation credits as set forth in Personnel Rule 6.8, subject to the adjustment factors described above. Employees may submit vacation requests after November 1 for the next calendar year, on a first come, first served basis.

~~Beginning on July 1, 2019 through June 30, 2020 no more than two people will be granted vacation leave time. Pre-approved annual vacation will continue to be honored if more than two people are scheduled to be off during this period. This provision will be used when establishing the annual vacation schedule, which begins on January 1, 2020.~~

~~Beginning on July 1, 2019 through June 30, 2020, no more than two people will be granted vacation leave time. Exception to the above rule: 1 additional employee of less than 12 hours that is covered by an Extra help employee. Pre-approved annual vacation will continue to be honored if more than two people are scheduled to be off during this period. This provision will be used when establishing the annual vacation schedule which begins on February 1, 2020. Effective July 1, 2020, a maximum of four (4) employees shall be granted vacation leave time off per 24-hour shift. During annual vacation request period, in the event duplicate requests total more than four (4) requests submitted by Fire Captains, Fire Lieutenants and Fire Apparatus Engineers, the single (1) most senior Fire Captain, two (2) most senior Fire Lieutenant and the single (1) most senior Fire Apparatus Engineer shall be awarded the time off. An employee that wishes to cancel any vacation request that has been approved, they shall call the on-duty Battalion Chief and the scheduling station and inform them of the cancelation, followed up with an email memorializing the cancelation.~~

~~All requests to use vacation time, other than annual vacation request, shall be submitted at least twenty-four hours (24) in advance of the time requested. All requests, which are received less than twenty-four hours in advance, will be denied.~~

~~The employee may cancel a scheduled vacation with prior approval from their Battalion Chief.~~ 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 Fire Chief shall notify the Human Resources Director in a manner as prescribed by the Human Resources Director. The Human Resources Director may grant an extended period of time subject to the presentation of a plan to reduce the vacation balance to level acceptable to the Fire Chief within 60 days. During this period, the employee will be allowed to continue to accrue vacation above the limit set forth in rule 6.8.

In no event shall an employee be entitled to compensation for unused earned vacation except as provided in Section 6.8.7 of the Personnel Rules.

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.

The department will establish a Standard Operating Guideline for the scheduling of vacation. The

parties agree to meet and confer on the application of seniority to the scheduling of vacation leave.

5.6 HOLIDAYS

Holiday Leave usage and pay shall be in as set forth in Personnel Rule 6.6 or its successor except as provided hereafter:

Employees working a 56-hour work week shall receive 96 hours of holiday pay at straight time annually. These additional pay hours will be prorated and the value of these hours included in employees' paychecks every pay period. The additional pay is calculated by multiplying the employee's base rate by 96 hours and then dividing that amount by 26 pay periods. This pay will be included in the regular rate of pay calculation for all overtime hours worked, in lieu of any holiday time off. Two (2) equal payments will be made annually on the first pay period in June and the first pay period in December. Employees must have worked 13 pay periods prior to eligibility for this benefit.

~~There shall be no prorating of this benefit amount. Nevertheless, t~~Time worked on a Holiday shall continue to count as time worked for overtime purposes. Employees working a 40-hour shift are not entitled to holiday pay as indicated above.

Article 6 SCHEDULES

6.1 HOURS WORKED / ALTERNATIVE WORK SCHEDULES

Station Work Cycle (Valley Floor and Mountain Stations)

The work cycle shall consist of three (3) shifts each, averaging fifty-six (56) hours per week, with two (2) consecutive twenty-four (24) hour shifts on duty, then four (4) consecutive days off repeating thereafter commonly known as a "48/96" (X=on duty; O=off duty: XXOOOOXXOOOOXXOOOO).

It is the Department's intent to staff Mountain Stations (Posey, California Hot Springs, Camp Nelson and Badger) two-thirds (2/3) of the time. The Department may use a Lieutenant to staff a Mountain Station in addition to the Captain who is assigned to the station. The station will be staffed two-thirds (2/3) of the time to provide additional coverage. The Department will evaluate additional staffing options in the future based on operational needs and as funding permits.

Alternate Schedule for Mountain Stations

When the Department determines funding is not available to staff a Mountain Station two-thirds (2/3) of the time, it will staff the station with one Fire Captain. The Fire Captain assigned to the Mountain Station will be on the following work cycle:

Four (4) shifts on and then two (2) days off and repeating thereafter (X=on duty and O=off duty: XXXXOOXXXXOOXXXXOOOO). The work shift shall commence at 8:00 a.m. and continue to 8:00 p.m.

The minimum duration of assignment for an employee, who is assigned to a Mountain Station, on the shift shown above (4 on/2 off) will be for two years. The Fire Chief maintains the right to change the duration of assignment for the affected employee due to hardship or operational need.

Other Alternate Work Schedules

Employees who are assigned to a forty-hour work week schedule will work Monday through Friday. The time the employee begins and ends their workday will be mutually agreed to by the employee and Fire Chief. Both required breaks and lunch breaks will be considered when determining the employees daily work hours.

An employee who is assigned to a forty hour workweek may, upon mutual agreement with the Fire Chief, work four-ten (4/10) hour days or a nine-eight-eighty (9/8/80) workweek.

An employee who is assigned to a Station schedule may be temporarily assigned to a forty-hour workweek for training, special detail or light duty due to an injury. The employee's rate of pay, sick leave accrual rate and vacation leave accrual rate will be changed to a forty hour equivalent during the time the employees schedule is temporarily assigned to the forty hour work week.

~~Employees assigned to a 40-hour work schedule shall work a 40-hour standard work week of 8-5 Monday through Friday with two (2) required breaks, and one (1) hour for a non-paid required lunch or meal period during normal business hours, unless an alternative work schedule has been agreed upon.~~

~~— Alternative Work Schedules~~

~~An employee working an approved shift outlined in this MOU may be temporarily assigned to training or a special detail outside of their regularly scheduled 56-hour shift. Employees may be placed on a 40-hour work week shift when operational or administrative needs exist at the discretion of the Fire Chief. All 56-hour employees moved to a 40-hour work week shift will have their hourly rate of pay, sick leave accrual rate, and vacation leave accrual rate changed to the 40-hour equivalent at the time of the work schedule change.~~

~~A 40-hour employee may, upon mutual agreement with their Department Head, establish alternative work schedules and/or work hours including, but not limited to, 4-10 work week or 9/80 bi-weekly work periods.~~

~~Should an employee working an engine company shift be temporarily assigned to training outside of their regular shift, they will be placed on a 5-day work week.~~

~~— Non-Resident Station Work Cycle~~

~~The work cycle shall consist of three (3) shifts each, averaging fifty-six (56) hours per week, with two (2) consecutive twenty-four (24) hour shifts on duty, then four (4) consecutive days off repeating thereafter and commonly known as a "48/96". X= on duty; O= off duty: XXOOOOXXOOOO.~~

~~— Resident Station Work Cycle~~

~~The work cycle shall consist of four (4) shifts on and then two (2) days off and repeating thereafter (X= on duty and O=off duty: XXXXOOXXXXOOXXXXOO). The work shift shall commence at 8:00 a.m. and continue to 8:00 p.m.~~

~~The minimum assignment period at a Resident Station shall be for two (2) years, unless the Fire Chief or his/her designee makes a change of such time duration due to an employee hardship or business necessity.~~

~~A Fire Lieutenant assigned to a Resident Station shall receive an additional five percent (5%) of their base pay as Acting Captain Pay commencing with their second year of Resident Station service.~~

~~Should a Fire Lieutenant go from a Resident Station to a non-Resident Station (voluntarily or~~

~~involuntarily), for any reason, the Acting Captain's Pay shall cease upon commencing work at a non-Resident Station. A Fire Lieutenant who is stationed at a Resident Station will not be promoted to a Fire Captain's position in the future solely based upon their Resident Station service.~~

6.2 TRADE TIME

Shift trades shall be allowed by the Department. With approval of an appropriate supervisor, or his/her designee, the trading of hours between employees may occur in accordance with the Fair Labor Standards Act (FLSA) and such that the County shall not incur an overtime liability to the County.

Such trades shall be deemed voluntary by the employees affected. The Department will recognize such trades as a contract between such employees affected, and not that of the Department. Trades shall be limited to fifteen (15) occurrences per year and shall occur within forty-eight (48) days of the date of the initial trade. This trade limit shall not apply to fire service-related education or training in pursuit of a fire service-related degree, certification, or professional development. Time trades under 12 hours shall not be charged to the fifteen (15) trade limit. The County Fire Chief shall have final authority to approve the relevance of the education or certification to the service. The employee initiating the trade will be charged for the trade.

In no event shall more than ninety-six (96) consecutive duty hours be worked on a continuous basis without receiving the approval of the Chief or designee.

It is preferred that trades shall be limited to rank to rank. An employee trading time shall be qualified to operate the necessary emergency equipment that may be specific to the location of the trade.

6.3 LISTS

The valid term for eligibility lists for employment shall be as set forth in Personnel Rule 5, or its successor.

6.4 TRANSFER POLICY

Transfers shall be as set forth in Personnel Rule 10, or its successor in accordance with the following:

Employees desiring to trade work locations (Classification for Classification only), may submit a trade requests in accordance with Personnel Rule 10.3.1.2 and SOG-611 Trading Work Locations. The petitioning employees shall fully explain their reason(s) for their work location trade request. The Fire Chief or designee will evaluate the requests and make a decision based upon the overall operational needs of the department. If the requests are granted, it is expected that the transferring employees shall be committed to their new work locations for a period of no less than two (2) years, however, an employee may request another trade within the two (2) year period subject to departmental approval. If a trade is denied, and if requested, the department agrees to contact the employee to provide the reason(s) for the denial. However, if at any time an operational need arises that requires of one or both of the employees that previously traded, the Fire Chief reserves the right to transfer such employees.

Within fifteen (15) calendar days of his/her request an involuntarily transferred employee will be given a written statement of the reason(s) for the transfer.

Except in an emergency, an employee who is permanently, involuntarily reassigned anywhere more than 20 miles from his/her assigned permanent work location the County shall give a minimum of

two-weeks notice and reimburse the employee at the current County mileage rate for the first two weeks of the reassignment. Said reimbursement shall be for the shorter of the most direct route from either his/her previous work location or his/her residence to the new permanent work location.

Transfer Request

When a position becomes available, an email notice will be sent to all ~~Stations~~Employees. The notice shall include the Station location and classification of the opening. Personnel wishing to be considered for transfer will have ~~six~~ (106) days from the date of the email to respond. All requests will be emailed to the Operations Division Chief along with a ~~brief resume, letter of interest, and~~ Transfer Request form. The Division Chief will then review the applicant(s) for the open position. After reviewing the applicant(s), The Division Chief will make the selection based on the following criteria in this order: time at current work location, time in rank, and seniority in Department-rank. The Division Chief will then confer with the Fire Chief prior to making the final decision. ~~The selection will generally be based on the applicants' resume, letter of interest, time in grade, experience, specialized training, and performance in their current position~~. All subsequent vacancies will be filled using this same method.

6.5 OTHER LEAVES

Other Leave usage and pay shall be in as set forth in Personnel Rule 6.6 or its successor, except as provided hereafter:

Except for Family Care Leave wherever a number of hours is used to describe the length of the leave, such hours shall be subject to the adjustments set forth above for Sick and Vacation Leave.

Where leaves are expressed in unspecified times, such as court leave, or calendar days or pay periods, such periods of time shall apply equally to shift hour personnel and 40 hour personnel.

6.6 FIRE CAPTAIN ROTATION INTO FIRE CAPTAIN- ADMINISTRATIVE ASSIGNMENTS

Fire Administrative Captain (Prevention Captain)

As of July 1, 2017, a Fire Prevention Captain shall commit and remain in this assignment for a minimum of 3 years and a maximum of 5 years, or until at least one Captain has a minimum of 2 years of experience in the division. However, an employee may transfer from the Prevention Division into the Training Division but may not exceed 7 total years as an administrative Captain. This timeframe will not prohibit the employee from promotion or discipline which may result in demotion or a change in work classification or location. This is necessary due to the extensive amount of training and experience that is necessary to properly evaluate the cause/origin of fires, investigation techniques, and Fire Prevention Activities.

~~The Fire Chief, at his discretion, may change the terms of this provision based on operational needs of the Department. The Fire Chief maintains the right to change the duration of assignment for the affected employee due to hardship or operational need.~~

Fire Administrative Captain (Training Captain)

As of July 1, 2017, a Fire Training Captain shall commit and remain in this assignment for a minimum of 3 years and a maximum of 5 years, or until at least one Captain has a minimum of 2 years of experience in the division, however. An employee may transfer from the Training Division into the Prevention Division but may not exceed 7 total years as an administrative Captain. This timeframe will not prohibit the employee from promotion or discipline which may result in demotion or a change in work classification or location. This is necessary due to the extensive amount of training, and experience that is necessary to properly evaluate on going changes in

laws and job performance requirements.

~~The Fire Chief, at his discretion, may change the terms of this provision based on operational needs of the Department. The Fire Chief maintains the right to change the duration of assignment for the affected employee due to hardship or operational need.~~

Article 7 SAFETY

7.1 SAFETY EQUIPMENT

All safety equipment issued by the Department shall comply with applicable safety standards and shall remain the property of the County and shall be returned to the County upon request or upon the employee's separation of employment.

7.2 VEHICLE OPERATION AND EMPLOYEE TRAVEL

Vehicle operation and employee travel shall be as set forth in Personnel Rule 15, Administrative Regulations 1 and 2, or their successors.

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 Personnel Rule 15.4. and Administrative Regulations 1 and 2.

When traveling on out-of-county required training the department will arrange, for advance payment or reimbursement at the discretion of the department.

7.3 OUT OF COUNTY ASSIGNMENTS

The County of Tulare will recognize the important need for sleep and rest for all Fire Department personnel assigned to major incidents in or out of county in regards to liability purposes. The County will comply with all California Department of Transportation regulations to ensure that all driver operator(s) of County fire equipment meet and satisfy such regulations while committed to long term assignments. It shall be at the discretion of the Fire Chief to provide such lodging and accommodations as he determines to be appropriate for the then present circumstances and conditions. ~~All lodging and accommodations will be in accordance with CAL OES and the XTU Operational Area Guidelines.~~

Article 8 PROCEDURES

8.1 DISCIPLINE

Disciplinary action and employee rights accruing there under shall be as set forth in Personnel Rule 12, or its successor, in accordance with the Firefighters Procedural Bill of Rights, except that disciplinary actions consisting of a Formal Reprimand (no loss in compensation) or less shall not be subject to the Appeal procedure cited in Personnel Rule 12.6, but shall be subject to the following Administrative Appeal.

Administrative Appeal

1. Notice

Within five (5) working days of receipt of a Final Notice of Disciplinary Action, an officer may

request an administrative appeal. The appeal shall be in writing or sent via email to the Fire Chief.

2. Hearing Officer

The Fire Chief shall serve as the hearing officer; however, the Fire Chief may designate a hearing officer who will issue an advisory decision to the Fire Chief. The Fire Chief may adopt, modify, or reject the hearing officer's advisory decision. The Fire Chief's decision shall be final and binding upon the officer.

3. Burden of Proof/Persuasion

The purpose of the appeal hearing is to provide an officer with the opportunity to speak directly with the Fire Chief, or his designee, concerning the disciplinary action.

4. Conduct of Hearing

- a. The formal rules of evidence do not apply, although the hearing officer shall have discretion to exclude evidence that is incompetent, irrelevant or cumulative, or the presentation of which will otherwise consume undue time.
- b. The parties may present opening statements.
- c. The parties may present evidence through documents and direct testimony.
- d. The parties shall not be entitled to confront or cross-examine witnesses.
- e. Following the presentation of evidence, if any, the parties may present closing arguments.

5. Recording of the Hearing

If desired, either party may record the hearing.

6. Representation

The officer may be represented by a representative of his or her choice at the hearing. All costs associated with such representation shall be borne by the employee. The Department shall also be entitled to representation at all stages of the proceedings.

7. Decision

- a. The hearing officer shall serve the parties with written notice of his/her decision within thirty (30) calendar days of submission of the case by the parties for decision.
- b. The decision shall be served by first class mail upon the officer or the officer's attorney or representative.

8.2 GRIEVANCE PROCEDURE

Grievances shall be administered as set forth in Personnel Rule 13, or its successor.

8.3 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.

In accordance with Personnel Rule 11.2.5 Displacement Policy, a current class series for fire officers consists of the following classifications: Fire Captain, Fire Captain-Administrative, Fire Lieutenant, and Fire Apparatus Engineer. Fire Battalion Chiefs in Unit 19 are eligible to displace subordinate positions in Unit 23 if they are otherwise subject to layoff and have county-wide seniority over a position incumbent in the class to which they otherwise are qualified to displace. An employee exercising the displacement option in accordance with this rule shall not be subject to the requirement of previously holding regular appointment status in the lower classification. All other provisions of Personnel Rule 11 apply.

8.4 PROBATIONARY PERIODS

Probationary Periods shall be in accord with Tulare County Personnel Rule 18, [and Standard Operating Guidelines 615 Probationary Process](#) with the following provision: The probationary period for all classifications covered under this agreement shall be twenty-six (26) pay periods.

8.5 MEETINGS WITH THE FIRE CHIEF

The Fire Chief and/or Staff members designated by the Fire Chief, along with the representatives of the Union, shall strive to meet at least quarterly to discuss topics of mutual concern. Meetings may be called by either party.

8.6 ERRORS OR OMISSIONS

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

8.7 SWIFT WATER STAFFING AND TEAM ASSIGNMENTS

During the term of this MOU, the County and TCPFA agree to meet and confer concerning the establishment of a rotational program that allows for the selection of swift water team members and operational swift water staffing in order to build a fair and equitable opportunity for all qualified personnel.

Article 9 **SB 1085 UNION LEAVE**

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. 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.
3. Reimbursement by the Union shall occur within 30 days of the County billing the Union.

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 10

REOPENER REGARDING HAZARDOUS MATERIAL TEAM

Only if and after the Department creates a hazardous material team, upon written notice by the County, reopen to discuss potential certification pay. This reopener does not mandate the County to reopen and sunsets upon expiration of the MOU term June 30, 2022.

Article 11

REOPENER REGARDING CANINE

Only if and after the Fire Chief assigns an actual canine to an employee, upon written notice by the County, reopen to discuss new Article in MOU re canine handling and care. This reopener does not mandate the County to reopen and sunsets upon expiration of the MOU term June 30, 2022.

SIGNATURE PAGE

For TCPFA

For Tulare County

Date

Date

Addendum A:

Fire Apparatus Engineer - Grade 626

Step	1	2	3	4	5
Hourly	\$15.263	\$16.037	\$16.850	\$17.704	\$18.602
Monthly	\$3,704.00	\$3,891.77	\$4,089.08	\$4,296.37	\$4,514.17

Fire Lieutenant - Grade 702

Step	1	2	3	4	5
Hourly	\$18.290	\$19.217	\$20.191	\$21.215	\$22.290
Monthly	\$4,438.42	\$4,663.40	\$4,899.83	\$5,148.22	\$5,409.25

Fire Captain - Grade 700

Step	1	2	3	4	5
Hourly	\$22.001	\$23.115	\$24.287	\$25.518	\$26.812
Monthly	\$5,338.69	\$5,609.34	\$5,893.72	\$6,192.49	\$6,506.42

Fire Captain Admin - Grade 715

Step	1	2	3	4	5
Hourly	\$34.271	\$36.008	\$37.834	\$39.752	\$41.767
Monthly	\$5,940.32	\$6,241.47	\$6,557.89	\$6,890.35	\$7,239.67

Vacation Leave Entitlement/Accumulation:

40 hour per week employee

Years of Service	Accrual per Year	Accrual Per Pay Period
0-3	80 hours	3.077 hours
3-7	120 hours	4.615 hours
7-11	160 hours	6.154 hours
Over 11	200 hours	7.692 hours

Maximum Accrual: 300 Hours

56 hour per week employee

Years of Service	Accrual Per Year	Accrual Per Pay Period
0-3	112 hours	4.308 hours
3-7	168 hours	6.462 hours
7-11	224 hours	8.615 hours
Over 11	280 hours	10.769 hours

Maximum Accrual: 420 Hours

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