



**Human Resources and  
Development  
COUNTY OF TULARE  
AGENDA ITEM**

**BOARD OF SUPERVISORS**

KUYLER CROCKER  
District One  
PETE VANDER POEL  
District Two  
AMY SHUKLIAN  
District Three  
EDDIE VALERO  
District Four  
DENNIS TOWNSEND  
District Five

**AGENDA DATE:** March 3, 2020

Public Hearing Required	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Scheduled Public Hearing w/Clerk	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Published Notice Required	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Advertised Published Notice	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Meet & Confer Required	Yes	<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>
Electronic file(s) has been sent	Yes	<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>
Budget Transfer (Aud 308) attached	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Personnel Resolution attached	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Agreements are attached and signature line for Chairman is marked with tab(s)/flag(s)	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>

CONTACT PERSON: Rhonda Sjostrom    PHONE: 636-4900

**SUBJECT:** Approval of Side Letter of Agreement with the Tulare County Professional Firefighters Association, Bargaining Unit 23

**REQUEST(S):**  
That the Board of Supervisors:  
Approve the attached Side Letter of Agreement between the County of Tulare and the Tulare County Professional Firefighters Association (TCPFA), Bargaining Unit 23 regarding the Effective Date of Salary Increase, Consistent Paychecks, Vacation Hours and the Elimination of "Fire Overtime" Language.

**SUMMARY:**  
The current Memorandum of Understanding (MOU) between Tulare County and the TCPFA, Bargaining Unit 23, was approved by the Board of Supervisors on August 13, 2019. The MOU is for the period of July 1, 2019 through June 30, 2022. There are 118 allocated Firefighter Apparatus Engineers, Fire Lieutenants and Fire Captains, in Bargaining Unit 23 represented by TCPFA.

Following the implementation of the MOU, the Parties disagreed over the interpretation and application of certain terms in the MOU, and Hank Seguin, Fire Captain, filed a grievance on behalf of TCPFA on September 26, 2019 ("Grievance"). The Grievance alleges the following: the County violated Article 4.1 of the MOU when the salary increase for TCPFA members became effective on August 18, 2019 instead of August 13, 2019 ("Effective Date of Salary Increase"); TCPFA does not want the County to wait until the pay period following the end of the 24-day work period to pay members overtime earned during the 24-day work period ("Consistent Paychecks"); and the County violated Article 4.2 of the MOU by not paying TCPFA members overtime for vacation hours taken after the 182 hours



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threshold is reached ("Vacation Hours"). The "Effective Date of Salary Increase," "Consistent Paychecks" and "Vacation Hours" issues are collectively referred to as the "Dispute."

On December 23, 2019, Captain Seguin and TCPFA appealed the Grievance to Step 3 of the Grievance Procedure set forth in Article 8.2 of the MOU and County Personnel Rule 13, and a hearing before the Grievance Panel is in the process of being rescheduled. The County and TCPFA wish to fully resolve all issues raised in and related to the Grievance in the interest of resolving their differences, promoting positive labor relations, and to avoid the time and expense of proceeding with the Grievance Procedure.

**Effective Date of Salary Increase.** The County will make one-time, lump sum payments ("Payment" or "Payments") to TCPFA members to resolve the dispute regarding the Effective Date of the Salary Increase. The County will make these Payments on the pay date for the first full pay period following the Side Letter's approval by the Board of Supervisors. Attachment A to the Side Letter ("Attachment A") sets forth the Payment the County will issue to each TCPFA member. Attachment A lists the TCPFA members by their employee identification numbers. TCPFA acknowledges that Attachment A is an accurate and complete list of all the TCPFA members who were affected by the dispute regarding the Effective Date of the Salary Increase, and the Payments listed are correct and fully compensate the members. All lawful taxes, deductions, and withholdings will be withheld from the payments listed in Attachment A.

**Consistent Paychecks.** The County will: (a) pay TCPFA members for overtime hours at the Base Rate on the pay date for the pay period during which these hours are worked; and (b) pay any remaining Overtime Premium owed for these hours as part of a separate paycheck on the pay date for the pay period following the conclusion of the 24-day work period. Eligibility for overtime and the definitions of "Base Rate" and "Overtime Premium" as set forth in Article 4.2 of the MOU are incorporated herein. The County will begin doing both (a) and (b) for the hours worked during the first full 24-day work period that begins at least two (2) weeks after the Board of Supervisors' approval of this Side Letter. The County may offset any overtime hours already paid in the 24-day work period.

**Vacation Hours.** Eligibility for overtime and the definitions of "Base Rate," "Hours Actually Worked," and "Overtime Premium" currently referenced in the MOU remain intact. The County will pay TCPFA members the Overtime Premium when Hours Actually Worked and vacation hours scheduled pursuant to Section 5.5 of the MOU exceed one hundred eighty two (182) hours in a 24-day work period. No other leave, including, but not limited to, Sick Leave as set forth in Section 5.4 of the MOU, or Usage of the Union Leave Bank, as set forth in section 3.10.2 of the MOU, or any cash outs of accrued leave will be counted towards the overtime threshold.

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**Elimination of "Fire Overtime" Language.** The Parties agree to delete the following language from Article 4.2, thereby eliminating Fire FLSA Overtime language beginning during the first full 24-day work period that begins at least two (2) weeks after the Board of Supervisors' approval of this Side Letter:

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.

All other language in the MOU remains in full force and effect.

**Withdrawal of Grievance.** TCPFA withdraws its Grievance with prejudice, and it will not proceed to a hearing before the Grievance Panel. The County and TCPFA will take any additional steps that may be required to effectively withdraw the Grievance with prejudice.

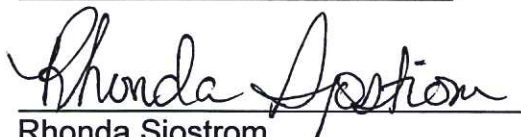
**FISCAL IMPACT/FINANCING:**

The cost estimate for the Effective Date of Salary Increase is a onetime cost of \$2,800 and the Vacation Hours is approximately \$19,653 annually. If approved, the increases will be absorbed in the departmental budget for Fiscal Year 2019/20.

**LINKAGE TO THE COUNTY OF TULARE STRATEGIC BUSINESS PLAN:**

Organizational Performance: Provide a qualified, productive, and competitively compensated County workforce.

**ADMINISTRATIVE SIGN-OFF:**



Rhonda Sjostrom  
Human Resources Director

cc: County Administrative Office  
Fire Department  
TCPFA

Attachment(s)  
Side Letter of Agreement  
Attachment A



**BEFORE THE BOARD OF SUPERVISORS  
COUNTY OF TULARE, STATE OF CALIFORNIA**

IN THE MATTER OF APPROVAL OF SIDE )  
LETTER OF AGREEMENT WITH THE ) Resolution No. \_\_\_\_\_  
TULARE COUNTY PROFESSIONAL ) Agreement No. \_\_\_\_\_  
FIREFIGHTERS ASSOCIATION, )  
BARGAINING UNIT 23 )

UPON MOTION OF SUPERVISOR \_\_\_\_\_, SECONDED BY  
SUPERVISOR \_\_\_\_\_, THE FOLLOWING WAS ADOPTED BY THE  
BOARD OF SUPERVISORS, AT AN OFFICIAL MEETING HELD March 3, 2020 BY  
THE FOLLOWING VOTE:

AYES:  
NOES:  
ABSTAIN:  
ABSENT:

ATTEST: JASON T. BRITT  
COUNTY ADMINISTRATIVE OFFICER/  
CLERK, BOARD OF SUPERVISORS

BY: \_\_\_\_\_  
Deputy Clerk

\* \* \* \* \*

That the Board of Supervisors:  
Approved the attached Side Letter of Agreement between the County of Tulare and  
the Tulare County Professional Firefighters Association, Bargaining Unit 23 regarding  
the Effective Date of Salary Increase, Consistent Paychecks, Vacation Hours and the  
Elimination of "Fire Overtime" Language.