

**Side Letter of Understanding  
Between Tulare County  
and the  
Tulare County Professional Firefighters Association**

**Recitals**

- A. On February 22, 2019, the County of Tulare (“County”) and Tulare County Professional Firefighters Association (“TCPFA”) (also referred to as “Party” or collectively, the “Parties”) executed a Side Letter of Understanding concerning various overtime and payroll related issues (“2019 Side Letter”).
- B. The County and TCPFA expressly incorporated the terms of the 2019 Side Letter into the successor Memorandum of Understanding (“MOU”) between the Parties effective July 1, 2019 through June 30, 2022.
- C. 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 threshold is reached (“Vacation Hours”). The “Effective Date of Salary Increase,” “Consistent Paychecks” and “Vacation Hours” issues are collectively referred to as the “Dispute.”
- D. 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.
- E. The Parties 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.

Accordingly, the Parties enter into this Side Letter of Understanding Between Tulare County and the Tulare County Professional Firefighters Association (“Side Letter”) and agree as follows:

**Terms and Conditions**

- 1. **Recitals.** The above Recitals are true and correct.
- 2. **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, as defined above. The County will make these

Payments on the pay date for the first full pay period following this Side Letter's approval by the Board of Supervisors. Attachment A to this Side Letter ("Attachment A"), which is incorporated herein by reference, 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.

3. **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.
4. **Vacation Hours.** Eligibility for overtime and the definitions of "Base Rate," "Hours Actually Worked," and "Overtime Premium" currently referenced in the MOU are incorporated herein. Consistent with the terms and conditions of Section 3 above, 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. The Parties agree that 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.
5. **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.

6. **Withdrawal of Grievance.** TCPFA acknowledges that by signing below, the Grievance is withdrawn with prejudice, and that it will not proceed to a hearing before the Grievance Panel. The Parties further agree to take any additional steps that may be required to effectively withdraw the Grievance with prejudice.

7. **Release Claims Related to Dispute.** TCPFA fully and forever waives, releases, and discharges the County of Tulare (“County”) from any and all claims, demands, actions, causes of actions, judgments, rights, fees, damages, debts, obligations, liabilities, grievances, and expenses of any whatsoever, whether known or unknown, that TCPFA may have or have ever had against the County, its employees and representatives, arising out of or in any way related to the Dispute as defined above.

8. **Waiver of California Civil Code Section 1542.** The Parties expressly waive all rights under California Civil Code section 1542, which states:

“A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.”

This section 1542 waiver only applies to claims arising from or related to the specific Dispute defined above.

9. **Non-Precedential.** The County and TCPFA understand that none of the terms and conditions in this Side Letter establish a precedent or create a binding past practice for the County and/or TCPFA. Rather, this Agreement is limited to the circumstances of this specific Dispute.

10. **No Admission of Liability.** Nothing in this Side Letter shall be construed as an admission by the County of any wrongdoing, liability, or noncompliance with any federal or state law; common law; local rule, ordinance, or statute; the MOU; or any other legal obligation.

11. **Effective Date.** This Side Letter will only be effective upon approval by the County Board of Supervisors.

12. **Counterparts.** This Agreement may be executed by any Party in any number of counterparts, which are defined as duplicate originals, including by facsimile or email in a portable document format (.pdf), all of which taken together shall be construed as one document. However, the Parties agree to submit an original signature within ten (10) days and copies of the fully executed Agreement will be mailed to all the Parties.

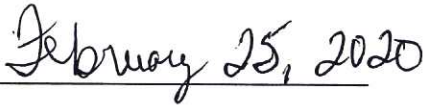
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**FOR THE COUNTY:**

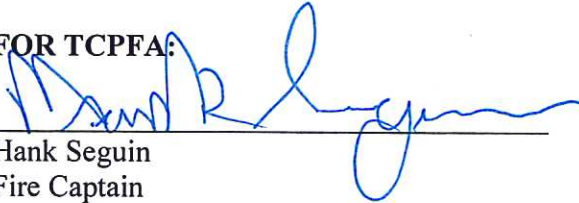


Rhonda Sjostrom  
Director, Human Resources & Development Department



Dated

**FOR TCPFA:**



Hank Seguin  
Fire Captain  
President, TCPFA



Dated

## ATTACHMENT A

## Payment to Resolve Effective Date of Salary Increase Dispute

Employee ID Nos.	Payments
011807	\$41.00
017343	\$59.31
017787	\$33.06
020666	\$36.02
020717	\$68.19
022327	\$18.01
022329	\$39.77
022331	\$23.61
022334	\$39.77
022335	\$34.80
022337	\$21.84
022338	\$41.98
022342	\$45.36
022345	\$35.13
022352	\$21.24
022357	\$39.77
022359	\$21.70
022360	\$36.02
022363	\$69.59
022365	\$39.77
022368	\$44.74
022370	\$39.77
022373	\$73.01
022375	\$45.53
022376	\$53.24
022383	\$41.33
022384	\$33.06
022386	\$19.52
022387	\$33.06
022912	\$30.99
022914	\$35.06
023310	\$33.06
023311	\$67.97
023629	\$35.13
023630	\$16.53
023793	\$33.06
023826	\$41.33
023827	\$46.76

Employee ID Nos.	Payments
023828	\$19.88
023829	\$33.06
024024	\$40.21
024695	\$33.06
024696	\$39.77
024698	\$33.06
025168	\$33.06
025171	\$28.39
026318	\$42.86
026319	\$55.07
026323	\$39.26
026324	\$15.73
026584	\$28.50
026587	\$39.33
026588	\$18.99
026590	\$87.52
026704	\$49.88
027522	\$28.50
027524	\$37.98
027713	\$28.82
027714	\$23.79
027715	\$49.06
027716	\$36.45
027717	\$30.28
027718	\$28.50
027719	\$28.50
027808	\$32.50
027829	\$12.73
027837	\$22.64
027931	\$58.07
027932	\$73.04
027935	\$11.89
028195	\$24.76
028196	\$22.64
028197	\$14.70
028611	\$60.66
028612	\$25.47
028613	\$22.64