

MEMORANDUM OF UNDERSTANDING

Between

The County of Tulare

and

**Tulare County District Attorney
Investigators Association (TCDAIA)**

July 1, 2008 through June 30, 2009

Resolution No. Agreement No.

**TULARE COUNTY
HUMAN RESOURCES & DEVELOPMENT DEPARTMENT
COUNTY CIVIC CENTER
2900 W. BURREL AVENUE
VISALIA, CA 93291
(559)733-6266**

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MEMORANDUM OF UNDERSTANDING

A Memorandum of Understanding between the County of Tulare and the Tulare County District Attorney Investigators Association, TCDAIA, hereinafter referred to as TCDAIA.

Article 1 RECOGNITION

Pursuant to California Government Code No. 3500 - 3510 and the Tulare County Employment Relations Policy, the County of Tulare, hereby, recognizes the Tulare County District Attorney Investigators Association (TCDAIA) as exclusive representative for the established Bargaining Unit 5 - Other Law Enforcement.

A current list of names and locations of representatives and officers shall be presented to the County quarterly. The list shall be kept current by TCDAIA.

Article 2 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 District Attorney Investigators Association.

Article 3 NON-DISCRIMINATION

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 TCDAIA or to have TCDAIA 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.

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

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

be limited to that particular employee and will not create any obligation to accommodate any other employee requiring accommodation in a particular manner.

Article 4
IMPLEMENTATION

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

Article 5
MANAGEMENT RIGHTS

After discussion and due consideration it is recognized that, except as expressly stated herein, the County shall retain whatever rights and authority are necessary for it to operate and direct the affairs of the County in all of its various aspects, including, but not limited to,

the right to direct the working forces; and/or

to plan, direct and control all operations and services of the County; and/or

to determine the methods, means, organization and number of personnel by which such operations and services are to be conducted; and/or

to assign and transfer employees; and/or

to schedule working hours and to assign overtime; and/or

to determine whether goods or services should be made or purchased; and/or

to hire, promote, demote, suspend, discipline, discharge or relieve employees due to lack of work or other legitimate reasons; and/or

to make and enforce reasonable rules and regulations; and/or

to have a single set of uniform rules and regulations applying to all its employees; and/or

to change or eliminate existing methods, equipment or facilities.

Article 6
PERSONNEL FILES

Employee(s), or a TCDAIA 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.

No disciplinary document (i.e. Formal Reprimand, Notice of Proposed Disciplinary Action of Suspension, Demotion or Dismissal), no counseling document (i.e. performance appraisal form and/or Memorandum of Counseling) nor any other document relating to an employee's performance shall be placed in an employee's departmental or County personnel file until such employee has had the opportunity to review the document and discuss it with the issuing party.

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

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

Article 7
UNIT MEMBERSHIP

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

Article 8
DUES DEDUCTION

TCDAIA has the sole and exclusive right to have employee organization membership dues deducted for employees covered by this Agreement.

The County shall collect TCDAIA dues and insurance premiums through payroll deduction. These monies shall be forwarded to TCDAIA as soon as practicable after such deduction is made. This clause only applies to bargaining units where TCDAIA is the Certified Representative or where there is no Certified Representative and is subject to related provisions in the County of Tulare Employment Relations Policy. This clause shall continue in effect during the term of this MOU and during the period immediately following the expiration of this MOU while meet and confer toward a successor MOU is continuing and impasse has not been declared.

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

Article 9
WORK ACCESS

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

Article 10
BULLETIN BOARDS

The County agrees to allow TCDAIA to use the County official bulletin boards for purposes of posting notices of union meetings, union elections and election returns, union appointments to office, or other official union publications, and union recreational or social affairs. Material encouraging employee job actions shall not be posted. Reasonable bulletin board space shall be provided in each county office where bulletin boards are present. Such notices must be on TCDAIA letterhead and bear the signature of an officially designated TCDAIA representative and must be submitted to the Human Resources Director in advance of posting. TCDAIA agrees to limit the posting of such notices to its bulletin board space and shall bear responsibility for the content of the literature. The County may remove any and all postings which the Human Resources Director determines to be not in compliance with these requirements.

Article 11
FACILITIES USE

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

Article 12
ORGANIZATIONAL RELEASE TIME

RELEASE TIME: The President or Vice President(s) or other officers, not to exceed at any one time two (2) employees, may, upon written request of the organization, be granted temporary time off with pay not to exceed the greater of a total of twenty (20) hours annually for this unit or the total of the hours donated to the time bank as described below, to attend official organization training sessions, seminars, conventions and/or conferences. The written request must first be approved by the Human Resources Director and subsequently by the department.

TIME BANK: The Association may establish a time bank to which employees covered by this MOU may each annually make a voluntary contribution of up to 0.8 hour from his/her accumulated vacation. Time in the bank shall continue for the duration of this agreement.

Article 13

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. This shall include the naming of the certified representative of each bargaining unit and the distribution of informational packets supplied by TCDAIA to employees covered by this agreement.

Article 14

PEACE OFFICERS BILL OF RIGHTS

The County and employees covered by this Agreement shall adhere to the provisions of Government Code Sections 3300 through 3312, known as the Public Safety Officers Procedural Bill of Rights.

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

Article 15

NO STRIKE - NO LOCKOUT

In consideration of the mutual desire of the parties to promote and ensure harmonious relations, the County agrees that there shall be no lockout or the equivalent of employees covered by this MOU, and TCDAIA and its members agree that there shall be no strike or other concerted action including actions in sympathy for others resulting in the withholding of services by its members during the term of this MOU and during the period immediately following this MOU while meet and confer toward a successor MOU is continuing and impasse has not been reached. Nothing contained in this article or Memorandum of Understanding shall be considered to authorize any strike or job action affecting the delivery of services where such action would be otherwise prohibited by State Law, and the County shall not be precluded from pursuing any available remedies to address any such action.

Article 16

SEVERABILITY

If any provision of this MOU is declared by proper legislative, administrative or judicial authority to be unlawful, unenforceable or not in accordance with applicable Tulare County rules or law, except where specifically modified by this MOU, all other provisions of the MOU shall remain in full force and effect for the duration of this MOU. Any provision declared invalid under the above language will be subject to meet and confer. The parties agree to meet and confer within

30 days after such determination for the purpose of arriving at a mutually satisfactory replacement for such article or section.

Article 17
RENEGOTIATION

In the event either party hereto desires to negotiate the provisions of a successor Memorandum of Understanding, such party shall serve upon the other, during the 45 day period commencing 150 days prior to the end of the MOU, its written request to commence negotiations. Negotiations shall begin thereafter within, but no later than 45 days from the date of the aforementioned notice.

Article 18
TERM

The provisions of this MOU shall commence upon ratification by the Association and by the Board of Supervisors and shall then remain in effect for through June 30, 2009. The provisions of this MOU shall also continue from year to year thereafter; provided, however, that either party may serve written notice on the other as provided for in Article 17, **RENEGOTIATION**, of its desire to negotiate a successor agreement.

Article 19
CONDUCT AND DISCIPLINE

Disciplinary actions and appeals of disciplinary actions shall be governed by Personnel Rule 12.

Article 20
GRIEVANCE PROCEDURE

Represented employees may use the grievance procedure to resolve complaint(s) concerning the interpretation or application of the provisions of this MOU, rules or regulations governing County personnel practices, or working conditions in accord with Personnel Rule 13.

Article 21
HOLIDAYS

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

- a) January 1st (New Year's Day)
- b) Third Monday in January (Martin Luther King, Jr. Birthday)
- c) Third Monday in February (President's Day)
- d) Last Monday in May (Memorial Day)
- e) July 4th (Independence Day)
- f) First Monday in September (Labor Day)
- g) November 11th (Veteran's Day)

- h) Thanksgiving Day
- i) The Day after Thanksgiving Day
- j) December 24th (Christmas Eve Day)
- k) December 25th (Christmas Day)
- l) Every day appointed by the President or Governor, and approved by the Board of Supervisors, for a public fast, thanksgiving, or holiday.
- m) One personal holiday to be taken off at the request of the employee with departmental approval (i.e. no set date). The personal holiday for a given year is credited July 1 and must be used by the following June 30 or it is forfeited.

The first eight hours of required work on a County holiday shall be credited as vacation time on an hour for hour basis. Nevertheless, time worked on a Holiday shall continue to count as time worked for overtime purposes.

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

Article 22
MAINTENANCE OF BENEFITS

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

No agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing by all parties hereto and, if required, approved and implemented by the Board of Supervisors.

Article 23
BILINGUAL PAY

The County may designate certain positions covered by this MOU to be Full or Moderate bilingual. Qualified employees who occupy those positions and possess the necessary skills will receive a bilingual differential of 5% additional salary for Full bilingual or 2.5% additional salary for Moderate bilingual. Positions designated by the County as Full bilingual shall be reclassified to the bilingual equivalent of the original classification. Position designated by the County as Full bilingual shall be treated, for purposes of layoff, as being in a separate classification from the non-bilingual classification. A position designated as Full bilingual may be under-filled as Moderate bilingual or non-bilingual.

Article 24
VACATION DONATION POLICY

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

Article 25
EMPLOYEE TRAVEL

When it is necessary for an employee to travel in the course of performing their assigned duties the County may, at its sole discretion, provide the means of transportation or require an employee to provide their own means of transportation and to be reimbursed therefore.

Article 26
PAYROLL

A. **SHORTAGES**

A correction by the Auditor's Office to cover confirmed shortage errors in employee's paychecks, shall be provided to employees within seven (7) working days after written notification of the discrepancy to Auditor's Office. This provision is to cover only those discrepancies above a gross one-hundred fifty dollars (\$150.00). 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 practical.

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 collected within the same number of pay periods in which the error occurred.

C. **CONFIRMATION**

The employee may request written confirmation of any payroll error through their payroll clerk.

D. **DIRECT DEPOSIT**

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

Article 27
SALARY PROVISIONS

Effective December 21, 2008, a wage increase of 2.75% shall go into effect for all employees covered by this agreement.

Article 28
EMPLOYEE BENEFIT PLAN

Instead of independent County contributions to Health, Dental, Vision, Life and Long Term Disability insurance, the County has implemented a cafeteria style 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:

A. Benefit Amount

The County allots each full time employee an annual "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 benefits package:

1. Current employees on payroll as of July 1, 2008 will have their benefit amount converted from the "base amount plus a percentage of salary" to a "flat dollar amount", effective with pay period 24. Also, current employees on the payroll as of July 1, 2008 will be eligible to have their benefit amount calculated at Step 5 prior to increase set forth in number 4. below. The classification of Investigator will receive \$343.78 per pp (based on 24 pps) and the Investigator-BL classification will receive \$353.79 per pp (based on 24 pps). This conversion will eliminate the "percentage factor" in calculating future benefit amount changes.
2. New employees hired into this unit as of July 2, 2008 or later will receive a benefit amount of \$307.88 per pp (based on 24 pps) for the Investigator classification and \$316.09 per pp (based on 24 pps) for the Investigator-BL classification.
3. The benefit amount for all employees will remain at the dollar amount in effect on July 1, 2008, for the term of this agreement, except for the increase provided in number 4. below.
4. Effective with pay period 24, increase the benefit amount for those participating in the County's insurance plan by a flat \$7.55 per pay period or \$181 over a twelve (12) month cycle.
5. Employees waiving participation in the County's health insurance program will have their benefit amount frozen at the level it was as of July 1, 2008.
6. Employees have the option to join the Deputy Sheriff's Association health insurance program. The benefit amount will be same annual amount as cited above, however, will be paid over 26 pay periods for those participating in the TCDSA health insurance program.
7. The County will add a second enhancement each year of the MOU, if necessary, to further increase the benefit amount to ensure that the benefit amount pays the premium for the County's mandatory benefits as follows: the County's \$1,000 deductible

employee-only medical insurance, the County's dental benefit, the County's vision benefit, the County's \$10,000 life insurance benefit.

B. Pro-Rated Benefit for Partial Year Eligibility

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

C. Benefit Level

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

D. Limited Opt Out

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. Employees may retain eligibility to receive the 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 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 may opt out of the employee benefit plan.
 - a. As a dependent on a parent, spouse or domestic partner's employer-provided group health plan; or
 - b. As a member of an employer-sponsored retiree group health plan or an eligible and covered dependent thereon; or
 - c. As a retiree member, or an eligible and covered dependent thereon, of a group health plan sponsored by any branch of the United States military; or
 - d. As a Medicare recipient.
3. Employees who opt out of the health insurance and meet the requirements of paragraph D.1 or D.2 above will have the unused benefit amount added to their taxable wages.

4. 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.
5. 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.

E. Any Benefit amount that an eligible employee does not use to pay for mandatory and/or voluntary benefits available through the Section 125 Plan will be added to the employee's taxable wages. Benefit amount money added to an employee's taxable wages are not part of the employee's base salary used to determine the employee's overtime pay-rate or for any other purpose except as required by law.

F. Premium Fund

Employees shall become eligible to receive their benefit amount at such time as sufficient funds have been accumulated to provide for advance payment of the premium for the health plan selected by the employee. It is further understood that employees waiving their health insurance per the terms of this Memorandum of Understanding are subject to the same terms and conditions described herein as employees participating in the County's insurance program. Once the initial funding period is completed, the employee's deduction for their selected health package shall be the difference between their benefit amount and the total cost of the premium for the plan selected for the designated pay period.

G. Eligibility

Benefits will be effective beginning the third (3rd) full pay period of employment. Employees shall become eligible to receive their benefit amount, at such time as sufficient funds have been accumulated to provide for advance payment of the premium for the health plan selected by the employee.

It is understood that the County, based on average benefit amounts and average premiums calculated over a three (3) month cycle, anticipates that it will take three (3) pay periods to establish the liquidity of the trust fund as described above.

The current liquidity of the Premium Fund allows for the benefits to be effective on the 1st day of the month following thirty (30) calendar days of employment.

Article 29
VACATION

A. Scheduling

Both parties agree to the following changes to Personnel Rule 6.8 Vacation Leave:

6.8 VACATION LEAVE

6.8.1 Vacation Leave Entitlement/Accumulation

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

| Years of Continuous Service | Pay Periods of Continuous Service | Earning Rate Per Hour | Earning Rate Hours Per Pay Period | Earning Rate Weeks Per Year |
|-----------------------------|-----------------------------------|-----------------------|-----------------------------------|-----------------------------|
| 0 – 3 | 1 – 78 | .03846 | 3.077 | 2 |
| 3 – 7 | 79 – 182 | .05769 | 4.615 | 3 |
| 7 – 11 | 183-286 | .07692 | 6.154 | 4 |
| Over 11 | More than 286 | .09615 | 7.692 | 5 |

*On the first day of the 4th year, the employee begins to accrue 3 weeks of vacation. On the first day of the 8th year, the employee begins to accrue 4 weeks of vacation. On the first day of the twelfth year, the employee begins to accrue 5 weeks of vacation.

- a) Employees continue to earn and accumulate vacation leave while on any paid leave.
- b) Employees who came directly to Tulare County from prior public service in which they were eligible to earn and use vacation leave may accrue vacation as if all their most recent years of continuous public service were with Tulare County. Eligible service will be determined by the Human Resources Director.
- c) Credits for vacation with pay may be accumulated up to a maximum of three hundred (300) hours. Once an employee has accumulated three hundred (300) hours he shall receive no further vacation accruals until the employee's accrual falls below three hundred (300) hours. If an employee has more than three hundred (300) hours accrued at the time this policy is implemented, his balance shall not be reduced but he shall receive no additional accruals until his balance is reduced below the three hundred (300) hour cap.

B. Appropriate Use of Leave

Vacation leave may not be used for daily illnesses. Employees must use sick leave or

unpaid leave for daily illnesses as required by County policy. An employee may use vacation for a planned medical procedure or appointment or an unexpected personal non-health emergency with the approval of the employee's supervisor.

Article 30
SICK LEAVE

A. Sick Leave Buy Back

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

1. Table of hours eligible for buy back:

- a) 0-3 years of service* (Not yet eligible)
- b) 3-5 years of service* Up to 40 hours
- c) 5 and up years of service* Up to 60 hours

*On the first day of the fourth year the employee becomes eligible to sell up to 40 hours. On the first day of the sixth year the employee becomes eligible to sell up to 60 hours.

2. Buy back is subject to:

- a) Employee's sick leave balance cannot be reduced below 40 hours.
- b) Employees eligible hours are reduced by any sick leave employee has taken since the pay that includes October 1 of the prior year.
- c) The buy back period shall commence with the pay period that includes the date of October 1st and shall continue through to the end of the closest pay period prior to the October 1st of the following year, without including such.

Example: A 4th year employee who used 16 hours of sick leave for any purpose since the start of the buy back period can sell back 24 hours.

3. Payment would be included in the first paycheck in December.

B. Sick Leave Cash Out

For employees covered by this agreement, sick leave pay on separation shall be handled in accordance with Personnel Rule 6.7.8 with the amounts of sick leave eligible for conversion under 6.7.8 b) modified as follows:

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

- a) Up to twenty percent (20%) of his/her accumulated sick leave credits at the time of separation paid as compensation calculated on the hourly rate of pay for the position occupied at the time of separation; provided, however, that such compensation shall in no event exceed an amount equal to such employee's salary for two hundred fifty (250) hours of service.
- b) Up to one-hundred percent (100%) of accumulated unused sick leave remaining after the conversion provided under a) above converted to additional service credits as of the date of their retirement.

C. Family Sick

Employees shall be able to use sixty (60) family sick hours annually for those persons identified in Personnel Rule 6.7.4 (c), provided however, that should the State or other forum with the authority to do so determine that the family sick hours authorized herein do not also count against the hours authorized by the State Labor code, Section 233, then the County may thereafter limit the use of these sixty (60) hours to those persons identified in Section 233.

Article 31
PERSONNEL RULES REVISION

The County and TCDAIA met and conferred on the proposed revision of the Personnel Rules and acknowledge their applicability to the Unit.

Article 32
TUITION REIMBURSEMENT

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

MOU BETWEEN THE COUNTY OF TULARE AND TCDAIA RESO. NO. , AGMT. NO.

ORIGINAL AGREEMENT SIGNED BY:

For the County of Tulare:



Tim Huntley

9/6/08
Date

For TCDAIA:



Maribel Reynosa

9-9-08
Date

**ADDENDUM A
County of Tulare
Application for Tuition Reimbursement**

Instructions: **Note:** Application must be made and approval received **prior to** the beginning of the class or training. Please allow three weeks for processing. Fill out Section A completely and submit to your department payroll clerk.

Section A To be completed by applicant.

Name _____ Classification _____

Department/Work Location _____ Work Phone & Ext. _____

Course Information:

| College/Institution Training Center | or | Course Title | Instructor's Name | Beginning & Ending Date |
|--|----|--------------|-------------------|----------------------------|
| | | | | |
| | | | | |
| | | | | |

Note: For courses held during your normal working hours you must obtain permission from your Department Head and use approved leave.

1. Estimated expenses for the above listed education/training:

Tuition/registration fees \$ _____

Books \$ _____

Supplies \$ _____ (Supplies are only those required supplies unique to these

Laboratory Fees \$ _____ courses. Not eligible are normal education supplies such

as _____ paper, pens, pencils, binders, etc.)

Total* \$ _____

*This total will be the maximum amount you may be reimbursed.

2. Briefly describe how the above education/training will enhance your performance in your current job duties and/or the duties in a class to which you might reasonably be expected to promote.

I have read, understand and agree to abide by the conditions governing the Tuition Reimbursement Program as outlined on the back of this application.

Applicant Signature

Date

Section B Department Head Review

Tuition reimbursement approved for the courses listed above.

Tuition reimbursement approved for the courses listed above **except**

Tuition reimbursement denied.

Amount approved: \$ _____

Department Head Signature

Date

Tuition Reimbursement Guidelines

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

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

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

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

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

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

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

1. A properly completed Claim form, including a statement certifying this or any other expenses associated with the this training has not been and will not be reimbursed through any other program or any department expense funds.
2. Itemized receipts or other documentation indicating the actual expenses. (Note: Bookstore receipts must contain the title of the book and a detailed listing of any special supplies for which you are claiming reimbursement.)
3. Evidence of satisfactory completion of the training or course. For academic courses you must receive a grade of "C" or higher. For non-academic courses you must receive a certificate of completion or notice of attendance or similar document.