

**MEMORANDUM OF UNDERSTANDING**

**Between**

**The County of Tulare**

**and**

**District Attorney Criminal Investigators Association of Tulare County  
(DACIATC)**

**August 1, 2011 – July 31, 2013**

**Resolution No.**

**Agreement No.**

**TULARE COUNTY  
HUMAN RESOURCES & DEVELOPMENT DEPARTMENT  
COUNTY CIVIC CENTER  
2900 W. BURREL STREET  
VISALIA, CA 93291**

**(559) 636-4900**

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A Memorandum of Understanding between the County of Tulare and the District Attorney's Criminal Investigator's Association of Tulare County (DACIATC), hereinafter referred to as DACIATC.

## **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 DACIATC as the exclusive representative for Bargaining Unit #22- Criminal Investigators.

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 the DACIATC.

## **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 DACIATC.

## **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 DACIATC or to have DACIATC 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, gender, sexual orientation, political affiliations or opinions, or any other criteria prohibited by law, either by the County or DACIATC.

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  
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,

1. the right to direct the working forces;
2. to plan, direct and control all operations and services of the County;
3. to determine the methods, means, organization and number of personnel by which such operations and services are to be conducted;
4. to assign and transfer employees;
5. to schedule working hours and to assign overtime;
6. to determine whether goods or services should be made or purchased;
7. to hire, promote, demote, suspend, discipline, discharge or relieve employees due to lack of work or other legitimate reasons;
8. to make and enforce reasonable rules and regulations;
9. to have a single set of uniform rules and regulations applying to all its employees; and
10. to change or eliminate existing methods, equipment or facilities.

**Article 5  
PERSONNEL FILES**

Employee(s), or a DACIATC 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 or Reduction in Pay, Demotion or Dismissal), no counseling document (i.e. performance appraisal form and/or Memorandum of Counseling) nor any other document adversely affecting an employee 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.

**Article 6  
UNIT MEMBERSHIP**

The County shall exclusively provide DACIATC, in writing, upon request, 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 identification number, class, and job location by department, as applicable.

**Article 7  
MEMBERSHIP DUES DEDUCTION**

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

The County shall collect DACIATC dues through payroll deduction. These monies shall be forwarded to DACIATC 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.

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

**Article 8  
PUBLIC SAFETY OFFICERS PROCEDURAL BILL OF RIGHTS**

The County and employees covered by this Agreement shall adhere to the provisions of Government Code Sections 3300 through 3313, 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 9  
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 DACIATC 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. Nothing contained in this article or Memorandum of Understanding shall be considered to authorize any strike or job action affecting the delivery of services nor shall the County be precluded from pursuing any available remedies to address any prohibited action.

**Article 10  
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 11  
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 12  
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 from August 1, 2011 through July 31, 2013. 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 11, **RENEGOTIATION**, of its desire to negotiate a successor agreement.

**Article 13  
CONDUCT AND DISCIPLINE**

Disciplinary actions and appeals of disciplinary actions shall be governed by Personnel Rule 12, Employee Conduct and Discipline.

**Article 14  
GRIEVANCE PROCEDURE**

Grievances shall be handled in accordance with Personnel Rule 13, Employee Grievance Procedure. However, if a complaint involves allegations of discrimination or harassment, the County's Complaint Procedure cited in Personnel Rule 14 shall be utilized.

**Article 15  
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 16  
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 meet and confer process.

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 17  
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 18  
EMPLOYEE TRAVEL**

When it is necessary for an employee to travel in the course of performing their assigned duties the County may, at its sole discretion, provide the means of transportation or require an employee to provide their own means of transportation and to be reimbursed in accordance with Administrative Regulation #1.

**Article 19  
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 20  
SALARY**

Merit (step) pay increases frozen for the term of the contract ending July 31, 2011 will continue to be frozen for the term of this agreement. Merit pay increases during this contract term (August 1, 2011 to July 31, 2013) that an employee would have been eligible for, had there been no freeze, will be frozen for the term of this agreement. An employee who would have otherwise qualified for a merit increase(s) shall have such increase(s) commence at the start of the first pay period following the term of this agreement; provided however such increases shall be deferred or suspended pending the adoption of a successor memorandum of understanding or other lawful action by the Board of Supervisors. Merit Increases granted pursuant to this provision shall not be retroactive to the original date or dates that they would have been effective if there had been no freeze.

**Article 21**  
**EMPLOYEE BENEFIT PLAN**

Instead of independent County contributions to Health, Dental, Vision, Life and Long Term Disability insurance (the core benefits package), the County has implemented a cafeteria style benefits program 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. The below changes will be made as soon thereafter as feasible.

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 medical, dental, vision, \$10,000 life insurance coverage, the County will increase the benefit amount to pay for any premium increase for plan years 2012 and 2013. The increase to the benefit amount will coincide with the premium increase for plan years 2012 and 2013.

**I. OVERVIEW OF BENEFIT AMOUNT**

**A. Benefit Amount**

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

**Hired before July 1, 2008**

<b>Plan Selection</b>	<b>Language Designation</b>	<b>Benefit Amount, pay period</b>	<b>Annual Benefit Amount</b>
County Health Plan (24 pay periods)	Non-bilingual	\$470.31	\$11,287.44
	Bilingual	\$487.65	\$11,703.60
Deputy Sheriff's Association Health Plan (26 pay periods)	Non-bilingual	\$434.13	\$11,287.38
	Bilingual	\$450.14	\$11,703.64
Waived Health Plan	Non-bilingual	\$453.31	\$10,879.44
	Bilingual	\$470.65	\$11,295.60

**Hired on or after July 2, 2008**

<b>Plan Selection</b>	<b>Language Designation</b>	<b>Benefit Amount, pay period</b>	<b>Annual Benefit Amount</b>
County Health Plan (24 pay periods)	Non-bilingual	\$391.02	\$9,384.48
	Bilingual	\$405.25	\$9,726.00
Deputy Sheriff's Association Health Plan (26 pay periods)	Non-bilingual	\$360.94	\$9,384.44
	Bilingual	\$374.08	\$9,726.08
Waived Health Plan (24 pay periods)	Non-bilingual	\$391.02	\$9,384.48
	Bilingual	\$405.25	\$9,726.00

**B. Pro-Ration of Benefit Amount**

Pro-Rated Benefit for Partial Year Eligibility Full time employees eligible for only part of the Plan Year will only be allotted a benefit prorated for the full pay periods they are eligible. For part time employees whose assigned hours are 40 or more each pay period, this "Benefit Amount" shall be prorated based on the ratio of their assigned hours to 80 hours. A part time employee who waives insurance shall not have more deducted under '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. Taxable Earnings**

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.

**E. 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.

**F. Eligibility**

Benefits will be effective beginning the third (3<sup>rd</sup>) 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 1<sup>st</sup> day of the month following thirty (30) calendar days of employment.

**II. LIMITED OPT OUT PROVISIONS**

- A. 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 currently covered under the DSA Health Plan may remain in the plan and are subject to enrollment, eligibility, and other plan requirements.

B. 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 as a:

1. Dependent on a parent, spouse or domestic partner's employer-provided group health plan; or
2. Member of an employer-sponsored retiree group health plan or an eligible and covered dependent thereon; or
3. Retiree member, or an eligible and covered dependent thereon, of a group health plan sponsored by any branch of the United States military; or
4. Medicare recipient.

Employees who opt out of the health insurance and meet the requirements of paragraph B.1 or B.2 above will have the unused benefit amount added to their taxable wages.

C. Employees are required to maintain the base Life Insurance and Long Term Disability Insurance policies through the County's Benefit Plan.

D. 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.

E. 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.

F. 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.

G. New Hires-All new hires who validly waive participation in the County's health insurance program shall receive in lieu of contribution to the health plans \$1,000 per year for the term of this agreement. (A new hire has no previous Tulare County employment. However, a new hire that does have previous employment with the County shall be subject to the provisions of the Personnel Rules regarding re-employment, reinstatement, or rehire).

**Article 22  
VACATION**

I. 6.8 Vacation Leave

Both parties agree to the following changes to Personnel Rule 6.8 Vacation Leave, the remaining language remains the same and applies:

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 Hrs 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 4<sup>th</sup> year, the employee begins to accrue 3 weeks of vacation. On the first day of the 8<sup>th</sup> 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.

The Vacation Accrual cap which was increased from 300 to 370 hours will continue through July 31, 2013. Thereafter the cap will be reduced to 340 hours on July 31, 2014.

II. Appropriate Use of Vacation 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 23  
SICK LEAVE**

The Sick Leave Buy Back program shall be suspended for the term of this agreement.

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

2. Buy back is subject to:

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

(Example: A 4<sup>th</sup> 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.

**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 24  
SPECIAL ASSIGNMENT PAY**

The County and DACIATC agree to continue special assignment pay to one (1) position assigned Training Officer duties, as designated by the Department Head.

**Article 25  
DEFERRED RETIREMENT OPTIONS PLAN**

The County agrees to investigate a Deferred Retirement Options Plan. However, the County is under no obligation to implement a plan.

**Article 26  
EQUIPMENT**

It is agreed that during the term of this memorandum of understanding the County and the DACIATC will meet to develop a list of equipment to be provided by the District Attorney. Such mutually developed list of equipment shall be subject to approval by the District Attorney whose decision on what to be included shall be final subject to the following:

Any equipment deemed to be essential safety equipment pursuant to law shall be provided; and,

The cost for such equipment shall be absorbed within the existing budget of the District Attorney and shall not require an additional appropriation of funds.

**Article 27  
FURLOUGH**

See Addendum 'A' for "Furlough FLSA Covered Employees" for period of August 1, 2011 through July 30, 2013.

**Article 28  
LAYOFFS**

In the event that employee layoffs become necessary during the term of this agreement, the County is obligated to meet and confer over the impacts of the layoffs. The County reserves the right to make and consider alternative proposals to reduce costs to lessen the severity of the layoffs.

**Article 29  
OVERTIME**

Overtime shall be in accordance with Personnel Rule 4.3. Overtime shall be compensated in the following manner:

- 1) Compensation for qualifying overtime work for FLSA non-exempt employees shall be in the form of straight time compensatory time off (CTO) and one-half in cash up to sixty (60) hours.
- 2) Qualifying overtime worked when an employee has a CTO balance of sixty (60) or more hours shall be compensated by cash payment at a rate of time-and-one-half.

**Article 30  
REOPENER**

The County will have the option to reopen and negotiate all sections in the MOU, including through the impasse procedure, related to economic issues if, as articulated within the Board's discretion, there is a significant change in the County's financial condition.

## Addendum A

### **FLSA Covered Employees**

Commencing with pay period 17 on August 1, 2011, employees will take forty (40) hours of furlough time (time off) each year between August 1, 2011 and July 31, 2012 and between August 1, 2012 and July 31, 2013. The furlough will have two direct impacts:

a) An employee's earnings will be reduced by forty (40) hours each year between August 1, 2011 and July 31, 2012 and between August 1, 2012 and July 31, 2013. A traditional furlough consists of scheduling an employee off work for a given period of time with no compensation.

In order to minimize the financial impact of the furlough from occurring in one pay period, the pay reduction will be spread over twenty-six (26) pay periods per year beginning pay period 17 and ending at the conclusion of pay period 16 on July 30, 2012 and July 29, 2013. During this period of time, an employee's earnings will be reduced by 1.923%. This is calculated by dividing 40 hours by 2080 hours in a work year.

b) To offset the pay reduction employees will be credited with forty (40) Furlough Hours commencing pay period 17 each year. Furlough hours may be used in the same manner as vacation hours, except as provided below. When using furlough hours alone or in conjunction with other qualifying paid leave hours the employee will continue to receive their regular pay as reduced by the 1.923%.

c) In the event a bargaining unit commences the furlough program in a pay period after August 1, 2011, the pay reduction will be larger meaning the paycheck will be smaller in order to capture the same annual savings that would have been saved had the furlough program commenced on August 1, 2011. Please see the attached chart.

The department head shall authorize the use of Furlough Hours. The date and time at which an employee takes furlough hours shall be determined by the prior approval of the department head with due regard to the employee and the needs of the County except as provided herein. Furlough hours shall be used prior to the use of vacation and compensatory time, except in the event of a scheduled temporary office closure as authorized in this Addendum. However, various county departments are exploring possible temporary office closures most likely to coincide with the holidays at the end of the calendar year. Any department or agency proposing such temporary office closure will advise the County Administrative Officer, the Auditor-Controller's office and the Human Resources department by July 31, 2011 and 2012.

If a department elects to have a temporary office closure furlough hours must be reserved for the temporary office closure.

Furlough time is not considered a break in County service and will not affect County benefits. There will be no negative impact to: holiday pay; sick leave accrual; vacation accrual; benefit amount; computing service time; overtime rate (overtime will be calculated as if their pay had not been reduced); and retirement (the employer and employee will continue to pay their respective retirement contributions as if their pay had not been reduced).



Furlough hours, just like vacation and sick leave, used in a given pay period will not be considered as hours worked for FLSA overtime computation. However, tax withholding will be based on actual earnings for income taxes, Social Security and Medicare. Employees on a paid leave of absence will participate in the furlough.

Employees on unpaid leaves of absence will be excluded from the furlough during their unpaid leave period; however, they will participate if they return to work between August 1, 2011 and July 30, 2013.

1. Forty (40) Furlough Hours must be used each year between August 1, 2011 and July 31, 2012 and between August 1, 2012 and July 31, 2013. Employees may use Furlough hours in concert with their Vacation, Compensatory Time Off, and Personal Holiday provided however such Furlough Hours must be used and exhausted before being used in concert with said leaves. However, any unused furlough hours on the books each year after July 31 will be forfeited as described below. Nevertheless, if an employee has made reasonable request(s) pursuant to department requirements to use their Furlough Hours and was not granted use of those Furlough Hours, they will have their paycheck adjusted in the payroll period following August 31 in the respective year to correct for the overage withheld.

2. Employees who are hired or return to work from unpaid leave between August 1, 2011 and July 30, 2013 shall have a pay reduction of 1.923% per pay period for the remaining furlough period and be credited furlough hours equivalent to 1.54 hours times or at the County's discretion a lump sum of furlough hours equivalent to what would be accrued at 1.54 hours times the number of pay periods remaining in the furlough term.

3. If an employee has used more furlough hours than required (due to going off payroll and therefore not being required to participate in the furlough), their furlough hours shall be reduced by 1.54 hours for each pay period they were on an unpaid leave of absence and an employee's vacation or compensatory time off hours will be reduced by the equivalent number of hours. Should the employee not have enough vacation or compensatory time off hours for the equivalent reduction, future vacation accruals, or compensatory time off hours earned shall be used.

4. If an employee is about to go into an unpaid leave of absence status, they will only be allowed to use the equivalent number of furlough hours (1.54 per pay period times the number of pay periods they have already worked) so that they will avoid over-usage of furlough hours. For example, if an employee has worked thirteen (13) pay periods, they can only use twenty (20) furlough hours. A department may require the use of benefit hours (vacation, compensatory time off, personal holiday) prior to going on an unpaid leave of absence status.

5. Part time employees will fully participate in the furlough on a 40 hour basis.

6. Employees who experience a change in pay rate between August 1, 2011 and July 30, 2013 shall have their per pay period furlough amount adjusted accordingly and applied to the remaining furlough payroll periods. (Please note that other policies and agreements may minimize the number of pay changes during the term of this contract.)

7. Employees who change bargaining units between August 1, 2011 and July 30, 2013 will carry over their balance of furlough hours and will assume the accrual rate and pay reduction under their new unit, however, the total furlough time shall not exceed forty (40) hours each year.

8. If an employee separates from County employment between August 1, 2011 and July 31, 2013 and has made a reasonable request(s) pursuant to department requirements to use

their Furlough Hours and who was not granted use of their hours will have their final paycheck adjusted to correct for the overage withheld.

9. If an employee separates from County employment during the furlough period (August 1, 2011 – July 31, 2012; or August 1, 2011 – July 31, 2013) they shall have their final paycheck adjusted to account for any furlough hours used where an equivalent monetary reduction has occurred. For example, if an employee has used 40 furlough hours and has only had monetary reductions for the equivalent of 20 furlough hours, the employee will have their final paycheck adjusted by 20 hours to pay for the furlough hours used where there was no equivalent monetary reduction.

10. The Vacation Accrual cap which was increased from 300 to 370 hours will continue through July 31, 2013. Thereafter the cap will be reduced to 340 hours by July 31, 2014.

11. Should a unit commence their furlough after August 1, 2011 all references to the August 1, 2011 shall be changed to the date in which the unit commences the furlough.

**Pay Decrease Required to Achieve 40 Hour Furlough Based on Effective Date of Furlough  
Adjusted for Number of Pay Periods in 12 Month Period Commencing August 1, 2011 and  
August 1, 2012**

<u>Furlough Hours Per Year</u>	<u>Hours Remaining In Year</u>	<u>Starting Pay Period</u>	<u>Hours Deducted Per Pay Period</u>	<u>Pay Reduction Required by Percentage</u>	<u>\$30,000</u>	<u>\$45,000</u>	<u>\$60,000</u>
40	2080	17	1.54	1.92%	\$22.19	\$33.28	\$44.38
40	2000	18	1.6	2.00%	\$23.08	\$34.62	\$46.15
40	1920	19	1.67	2.08%	\$24.04	\$36.06	\$48.08
40	1840	20	1.74	2.17%	\$25.08	\$37.63	\$50.17
40	1760	21	1.82	2.27%	\$26.22	\$39.34	\$52.45
40	1680	22	1.9	2.38%	\$27.47	\$41.21	\$54.95
40	1600	23	2	2.50%	\$28.85	\$43.27	\$57.69
40	1520	24	2.11	2.63%	\$30.36	\$45.55	\$60.73
40	1440	25	2.22	2.78%	\$32.05	\$48.08	\$64.10
40	1360	26	2.35	2.94%	\$33.94	\$50.90	\$67.87
40	1280	1	2.5	3.13%	\$36.06	\$54.09	\$72.12
40	1200	2	2.67	3.33%	\$38.46	\$57.69	\$76.92
40	1120	3	2.86	3.57%	\$41.21	\$61.81	\$82.42
40	1040	4	3.08	3.85%	\$44.38	\$66.57	\$88.76
40	960	5	3.33	4.17%	\$48.08	\$72.12	\$96.15
40	880	6	3.64	4.55%	\$52.45	\$78.67	\$104.90
40	800	7	4	5.00%	\$57.69	\$86.54	\$115.38
40	720	8	4.44	5.56%	\$64.10	\$96.15	\$128.21
40	640	9	5	6.25%	\$72.12	\$108.17	\$144.23
40	560	10	5.71	7.14%	\$82.42	\$123.63	\$164.84
40	480	11	6.67	8.33%	\$96.15	\$144.23	\$192.31
40	400	12	8	10.00%	\$115.38	\$173.08	\$230.77
40	320	13	10	12.50%	\$144.23	\$216.35	\$288.46
40	240	14	13.33	16.67%	\$192.31	\$288.46	\$384.62
40	160	15	20	25.00%	\$288.46	\$432.69	\$576.92
40	80	16	40	50.00%	\$576.92	\$865.38	\$1,153.85

**ORIGINAL AGREEMENT SIGNED BY:**

For the County of Tulare:

For the DACIATC:

\_\_\_\_\_  
Rhonda Sjostrom

\_\_\_\_\_  
Dwayne Johnson

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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