



**Human Resources &
Development Department
COUNTY OF TULARE
AGENDA ITEM**

BOARD OF SUPERVISORS

ALLEN ISHIDA
District One
PETE VANDER POEL
District Two
PHILLIP A. COX
District Three
J. STEVEN WORTHLEY
District Four
MIKE ENNIS
District Five

AGENDA DATE: September 20, 2011 - Revised

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 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: Jeff Cardell PHONE: 636-4900

SUBJECT: Approval of Side Letter Agreements with Represented Employee Groups Suspending the Furlough Program

REQUEST(S):
That the Board of Supervisors:
Approve Side Letter Agreements between the County and DACIATC, GLAW, PATCOP, PLEMA, TCCA, TCDAIA, TCDSA and UAW to suspend the furlough for the period of August 1, 2011 through July 31, 2012.

SUMMARY:
On July 26, 2011, the Board of Supervisors approved Memoranda of Understanding or Terms and Conditions of employment for respective represented employee groups. By taking such action, the Board approved continuing compensation reductions, including a 40 hour furlough. After the 2010-2011 Fiscal Year was completed it was determined that the General Fund balance was greater than projected. Consequently, the additional funds could be used to suspend the furlough program for one year.

Staff has provided notice and subsequently met and conferred with represented employee group representatives regarding suspension of the furlough and equivalent reductions where the furlough was not applicable. At this time, the County has reached agreement with eight employee groups. In order for the side letter agreements to become effective the Board needs to approve the attached resolution. Following approval of the side letter agreements the County will discontinue the earnings reductions of 1.923% which began August 1, 2011, authorize repayment of the 1.923% reduction since August 1, 2011, eliminate

SUBJECT: Approval of Side Letter Agreements with Bargaining Units Suspending
DATE: the Furlough Program
September 20, 2011

furlough/mandatory time off balances and process leave adjustments for used furlough time to reflect the time taken as vacation or compensatory time off or restore equivalent compensation reductions where the furlough is not applicable.

FISCAL IMPACT/FINANCING:

The CAO has determined that sufficient one-time revenues are available for one year to cover the approximately \$1,076,018 in expenses associated with the suspension of the furlough and repayment of the 1.923% to employees since August 1, 2011.

LINKAGE TO THE COUNTY OF TULARE STRATEGIC BUSINESS PLAN:

These recommendations link to the County's Strategic Plan, under Organizational Performance 4.2: Provide for the stability of the County operations through periods of economic fluctuations, changing priorities and service demands.

ADMINISTRATIVE SIGN-OFF:



Jeffrey T. Cardell
Human Resources Director

Cc: Auditor-Controller
County Counsel
County Administrative Office (2)

Attachment(s) Resolution, Side Letter Agreements

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

IN THE MATTER OF APPROVAL OF)
SIDE LETTER AGREEMENTS WITH) Resolution No. _____
REPRESENTED EMPLOYEE GROUPS) Agreement No. _____
SUSPENDING THE FURLOUGH)
PROGRAM

UPON MOTION OF SUPERVISOR _____, SECONDED BY
SUPERVISOR _____, THE FOLLOWING WAS ADOPTED BY THE
BOARD OF SUPERVISORS, AT AN OFFICIAL MEETING HELD September 20, 2011,
BY THE FOLLOWING VOTE:

AYES:
NOES:
ABSTAIN:
ABSENT:

ATTEST: JEAN M. ROUSSEAU
COUNTY ADMINISTRATIVE OFFICER/
CLERK, BOARD OF SUPERVISORS

BY: _____
Deputy Clerk

That the Board of Supervisors:

Approved Side Letter Agreements between the County and DACIATC, GLAW, PATCOP, PLEMA, TCCA, TCDAIA, TCDSA and UAW to suspend the furlough for the period of August 1, 2011 through July 31, 2012.

September 1, 2011
Side Letter Agreement between Tulare County
and the
District Attorneys Criminal Investigators Association of Tulare County (DACIATC)

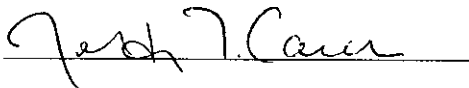
Authorized representatives of the County and the District Attorneys Criminal Investigators Association of Tulare County (DACIATC) have met to discuss suspension of the furlough, cited in Addendum 'A' of our MOU. The suspension of the furlough consists of the following: a) suspending the 1.92% wage reduction beginning with pay period 17 (2011) and ending with pay period 18 (2012), b) reimbursement for the furlough related wage deductions for the pay periods in which the 1.92% furlough wage reduction occurred, c) elimination of the Mandatory Time Off (MTO) hours and, d) corresponding leave adjustments.

Following approval of this side letter of agreement by the Board of Supervisors, the County shall:

- a) Suspend the 1.92% wage reduction through the end of pay period 18 (2012);
- b) Provide reimbursement for the furlough related wage deductions that have taken place since pay period 17 (2011);
- c) Eliminate the Mandatory Time Off (MTO) balances; and
- d) Process leave adjustments for employees who have already used MTO hours, since pay period 17 (2011). Such employees shall have their vacation leave balance adjusted to recognize any MTO hours taken as vacation hours. In the event that an employee does not have sufficient vacation hours to deduct from, compensatory time off (CTO) shall then be used. In the event that an employee does not have enough vacation and/or CTO hours to use, an employee will not be allowed to use any vacation hours until they have accrued enough vacation hours to pay back their MTO hours used.

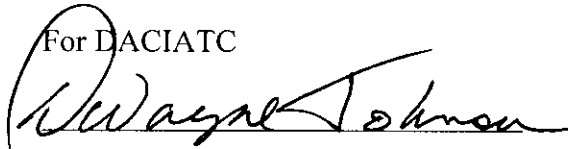
Employees in the DACIATC bargaining unit must be employed on the effective date of this side letter to receive the benefits it contains. All other terms and conditions in the MOU shall remain in full force and effect. The provisions of this side letter become effective when fully executed by all parties and approved by the Board of Supervisors. This side letter of agreement will remain in effect through July 31, 2012.

For Tulare County



9/1/11
Date

For DACIATC



9/1/11
Date

August 31, 2011
Side Letter Agreement between Tulare County
and the
Government-Lawyers Association of Workers

Terms and Conditions of employment implemented by the Board of Supervisors on July 26, 2011, included language for a Furlough effective August 1, 2011.

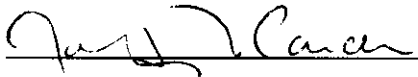
Authorized representatives of the County and the Government- Lawyers Association of Workers (G-LAW) have met to discuss suspension of the furlough. The suspension of the furlough consists of the following: a) suspending the 1.92% wage reduction beginning with pay period 17 (2011) and ending with pay period 18 (2012), b) reimbursement for the furlough related wage deductions for the pay periods in which the 1.92% furlough wage reduction occurred, c) elimination of the Mandatory Time Off (MTO) hours and, d) corresponding leave adjustments.

Following approval of this side letter of agreement by the Board of Supervisors, the County shall:

- a) Suspend the 1.92% wage reduction through the end of pay period 18 (2012);
- b) Provide reimbursement for the furlough related wage deductions that have taken place since pay period 17 (2011);
- c) Eliminate the Mandatory Time Off (MTO) balances; and
- d) Process leave adjustments for employees who have already used MTO hours, since pay period 17 (2011). Such employees shall have their vacation leave balance adjusted to recognize any MTO hours taken as vacation hours. In the event that an employee does not have sufficient vacation hours to deduct from, administrative time off shall then be used. In the event that an employee does not have enough vacation and/or administrative time hours to use, an employee will not be allowed to use any vacation hours until they have accrued enough vacation hours to pay back their MTO hours used.

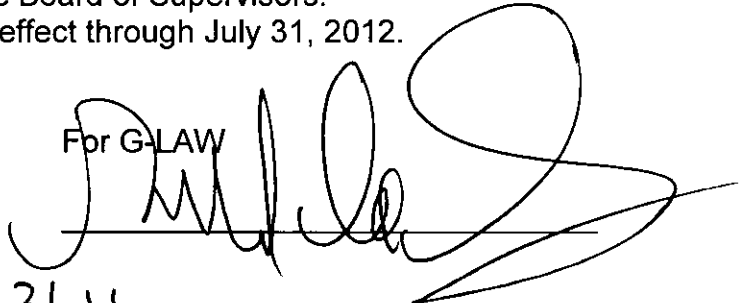
Employees in the G-LAW bargaining unit must be employed on the effective date of this side letter to receive the benefits it contains. All other terms and conditions shall remain in full force and effect. The provisions of this side letter become effective when fully executed by all parties and approved by the Board of Supervisors. This side letter of agreement will remain in effect through July 31, 2012.

For Tulare County



8/31/11
Date

For G-LAW



8-31-11
Date

September 1, 2011
Side Letter Agreement between Tulare County
and the
Professional Association of Tulare County Physicians (PATCOP)

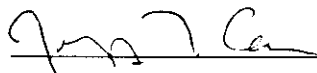
Authorized representatives of the County and the Professional Association of Tulare County Physicians (PATCOP) have met to discuss suspension of the wage reduction, cited in Article 13 of our MOU. The suspension of the wage reduction consists of the following: a) suspending the 1.92% wage reduction beginning with pay period 17 (2011) and ending with pay period 18 (2012), and b) reimbursement for the furlough related wage deductions for the pay periods in which the 1.92% wage reduction occurred.

Following approval of this side letter of agreement by the Board of Supervisors, the County shall:

- a) Suspend the 1.92% wage reduction through the end of pay period 18 (2012);
- b) Provide reimbursement for the wage deductions that have taken place since pay period 17 (2011);

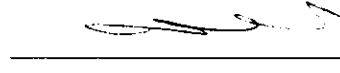
Employees in the PATCOP bargaining unit must be employed on the effective date of this side letter to receive the benefits it contains. All other terms and conditions in the MOU shall remain in full force and effect. The provisions of this side letter become effective when fully executed by all parties and approved by the Board of Supervisors. This side letter of agreement will remain in effect through July 31, 2012.

For Tulare County



9/1/11
Date

For PATCOP



9/1/11
Date

August 31, 2011
Side Letter Agreement between Tulare County
and the
Professional Law Enforcement Manager's Association

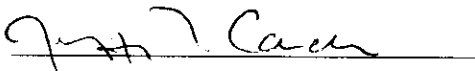
Authorized representatives of the County and the Professional Law Enforcement Manager's Association (PLEMA) have met to discuss suspension of the furlough, cited in Article 41 of our MOU. The suspension of the furlough consists of the following: a) suspending the 1.92% wage reduction beginning with pay period 17 (2011) and ending with pay period 18 (2012), b) reimbursement for the furlough related wage deductions for the pay periods in which the 1.92% furlough wage reduction occurred, c) elimination of the Mandatory Time Off (MTO) hours and, d) corresponding leave adjustments.

Following approval of this side letter of agreement by the Board of Supervisors, the County shall:

- a) Suspend the 1.92% wage reduction through the end of pay period 18 (2012);
- b) Provide reimbursement for the furlough related wage deductions that have taken place since pay period 17 (2011);
- c) Eliminate the Mandatory Time Off (MTO) balances; and
- d) Process leave adjustments for employees who have already used MTO hours, since pay period 17 (2011). Such employees shall have their vacation leave balance adjusted to recognize any MTO hours taken as vacation hours. In the event that an employee does not have enough vacation hours to use, an employee will not be allowed to use any vacation hours until they have accrued enough vacation hours to pay back their MTO hours used.

Employees in the PLEMA bargaining unit must be employed on the effective date of this side letter to receive the benefits it contains. All other terms and conditions in the MOU shall remain in full force and effect. The provisions of this side letter become effective when fully executed by all parties and approved by the Board of Supervisors. This side letter will remain in effect through July 31, 2012.

For Tulare County



8/31/11
Date

For PLEMA



8/30/11
Date

September 8, 2011
Side Letter Agreement between Tulare County
and the
Tulare County Corrections Association (TCCA)

The Terms and Conditions of employment that were unilaterally implemented by the Board of Supervisors on July 26, 2011, included a Furlough effective August 1, 2011.

Authorized representatives of the County and the Tulare County Corrections Association (TCCA) have met to discuss suspension of the furlough, as cited in Article 53 of the Terms and Conditions implemented by the Board. The suspension of the furlough consists of the following: a) suspending the 1.92% wage reduction beginning with pay period 17 (2011) and ending with pay period 18 (2012), b) reimbursement for the furlough related wage deductions for the pay periods in which the 1.92% furlough wage reduction occurred, c) elimination of the Mandatory Time Off (MTO) hours and, d) corresponding leave adjustments.

Following approval of this side letter of agreement by the Board of Supervisors, the County shall:

- a) Suspend the 1.92% wage reduction through the end of pay period 18 (2012);
- b) Provide reimbursement for the furlough related wage deductions that have taken place since pay period 17 (2011);
- c) Eliminate the Mandatory Time Off (MTO) balances; and
- d) Process leave adjustments for employees who have already used MTO hours, since pay period 17 (2011). Such employees shall have their vacation leave balance adjusted to recognize any MTO hours taken as vacation hours. In the event that an employee does not have sufficient vacation hours to deduct from, compensatory time off (CTO) shall then be used. In the event that an employee does not have enough vacation and/or CTO hours to use, an employee will not be allowed to use any vacation hours until they have accrued enough vacation hours to pay back their MTO hours used.

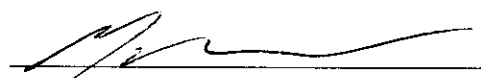
Employees in the TCCA bargaining unit must be employed on the effective date of this side letter to receive the benefits it contains. All other terms and conditions shall remain in full force and effect. The provisions of this side letter become effective when fully executed by all parties and approved by the Board of Supervisors. This side letter of agreement will remain in effect through July 31, 2012.

For Tulare County



9/8/11
Date

For TCCA



9/8/11
Date

September 8, 2011
Side Letter Agreement between Tulare County
and the
Tulare County District Attorney Investigators Association (TCDAIA)

The Terms and Conditions of employment that were unilaterally implemented by the Board of Supervisors on July 26, 2011, included a Furlough effective August 1, 2011.

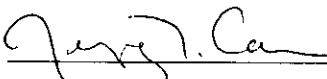
Authorized representatives of the County and the Tulare County District Attorney Investigators Association (TCDAIA) have met to discuss suspension of the furlough, cited in Addendum 'B' of the Terms and Conditions implemented by the Board. The suspension of the furlough consists of the following: a) suspending the 1.92% wage reduction beginning with pay period 17 (2011) and ending with pay period 18 (2012), b) reimbursement for the furlough related wage deductions for the pay periods in which the 1.92% furlough wage reduction occurred, c) elimination of the Mandatory Time Off (MTO) hours and, d) corresponding leave adjustments.

Following approval of this side letter of agreement by the Board of Supervisors, the County shall:

- a) Suspend the 1.92% wage reduction through the end of pay period 18 (2012);
- b) Provide reimbursement for the furlough related wage deductions that have taken place since pay period 17 (2011);
- c) Eliminate the Mandatory Time Off (MTO) balances; and
- d) Process leave adjustments for employees who have already used MTO hours, since pay period 17 (2011). Such employees shall have their vacation leave balance adjusted to recognize any MTO hours taken as vacation hours. In the event that an employee does not have sufficient vacation hours to deduct from, compensatory time off (CTO) shall then be used. In the event that an employee does not have enough vacation and/or CTO hours to use, an employee will not be allowed to use any vacation hours until they have accrued enough vacation hours to pay back their MTO hours used.

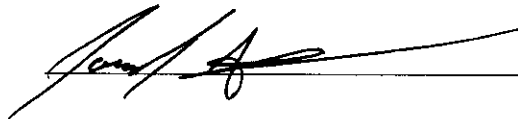
Employees in the TCDAIA bargaining unit must be employed on the effective date of this side letter to receive the benefits it contains. All other terms and conditions shall remain in full force and effect. The provisions of this side letter become effective when fully executed by all parties and approved by the Board of Supervisors. This side letter of agreement will remain in effect through July 31, 2012.

For Tulare County



9/8/11
Date

For TCDAIA



9.8.11
Date

September 7, 2011
Side Letter Agreement between Tulare County
and the
Tulare County Deputy Sheriff's Association (Units 13 & 15)

Authorized representatives of the County and the Tulare County Deputy Sheriff's Association (TCDSA) have met to discuss suspension of the reduction in the vacation accrual rate and the suspension of the uniform allowance, cited in Articles 18 and 22 respectively in the Memorandum of Understanding (MOU).

Following approval of this side letter of agreement by the Board of Supervisors, the County shall:

- a) restore vacation accrual rates by .615 hours per pay period;
- b) credit back vacation hours not earned due to the reduction for each pay period between August 1, 2011 through the effective date of this side letter; and
- c) restore the uniform allowance for December 2011 and June 2012.

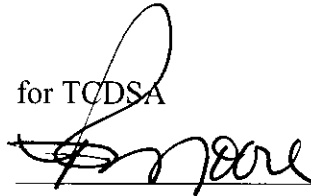
Employees in the TCDSA unit must be employed on the effective date of this side letter to receive the benefits it contains. All other terms and conditions in the MOU shall remain in full force and effect. The provisions of this side letter become effective when fully executed by all parties and approved by the Board of Supervisors. This side letter of agreement will remain in effect through June 30, 2012.

For Tulare County



9/7/11
Date

for TCDSA



9-7-11
Date

September 7, 2011
Side Letter Agreement between Tulare County
and the
United Automobile, Aerospace & Agricultural Implement Workers of America

Authorized representatives of the County and the United Automobile, Aerospace & Agricultural Implement Workers of America (UAW) have met to discuss suspension of the furlough, cited in Article 73 of our Memorandum of Understanding (MOU). The suspension of the furlough consists of the following: a) suspending the 1.92% wage reduction beginning with pay period 17 (2011) and ending with pay period 18 (2012), b) reimbursement for the furlough related wage deductions for the pay periods in which the 1.92% furlough wage reduction occurred, c) elimination of the Mandatory Time Off (MTO) hours and, d) corresponding leave adjustments.

Following approval of this side letter of agreement by the Board of Supervisors, the County shall:

- a) Suspend the 1.92% wage reduction through the end of pay period 18 (2012);
- b) Provide reimbursement for the furlough related wage deductions that have taken place since pay period 17 (2011);
- c) Eliminate the Mandatory Time Off (MTO) balances; and
- d) Process leave adjustments for employees who have already used MTO hours, since pay period 17 (2011). Such employees shall have their vacation leave balance adjusted to recognize any MTO hours taken as vacation hours. In the event that an employee does not have sufficient vacation hours to deduct from, compensatory time off (CTO) shall then be used. In the event that an employee does not have enough vacation and/or CTO hours to use, an employee will not be allowed to use any vacation hours until they have accrued enough vacation hours to pay back their MTO hours used.

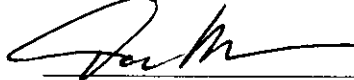
Employees in the UAW bargaining unit must be employed on the effective date of this side letter to receive the benefits it contains. All other terms and conditions in the MOU shall remain in full force and effect. The provisions of this side letter become effective when fully executed by all parties and approved by the Board of Supervisors. This side letter of agreement will remain in effect through July 31, 2012.

For Tulare County



9/7/11
Date

For UAW



9-7-11
Date