

**MEMORANDUM OF UNDERSTANDING**

**Between the**

**COUNTY OF TULARE**

**and**

**GOVERNMENT- LAWYERS ASSOCIATION OF WORKERS (G-LAW)  
Unit 8**

**Term: July 1, 2023- June 30, 2025**

**Resolution #2023-0580      Agreement #31286**

TULARE COUNTY  
HUMAN RESOURCES & DEVELOPMENT  
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Article 1  
**PREAMBLE & TERM**

This Agreement between the duly appointed representatives of Tulare County, hereinafter referred to as "County," and the Government- Lawyers Association of Workers, hereinafter referred to as "G-LAW," contains the Agreement concerning wages, hours and other terms and conditions of employment for the term of this Agreement.

It is the purpose of this Memorandum of Understanding (MOU) 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 Agreement; 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 and the G-LAW. The term of this agreement is from July 1, 2023 through June 30, 2025.

Article 2  
**RECOGNITION**

Pursuant to California Government Code #3500 - 3510 and the Tulare County Employment Relations Policy, the County of Tulare, hereby, recognizes G-LAW as the exclusive representative for the Attorneys in Bargaining Unit 8 and is inclusive of; Attorney, Child Support (I-IV and Senior); and Attorney, DNPD (I- IV and Senior).

Article 3  
**MANAGEMENT RIGHTS**

After discussion and due consideration, the County and G-LAW recognize and agree that, except as expressly provided, herein and within the County Personnel Rules, the County shall and does retain, solely and exclusively, all other rights and authority necessary for it to manage the affairs of the County in all of its various services and other aspects, including, but not limited to, the following rights:

- 1) To direct the working forces including scheduling and assigning work, overtime and work time;
- 2) To determine the nature, standards, levels and mode of all operations and services to be offered by the County;
- 3) To determine the methods, means, organization, numbers and kind of personnel by which such operations and services are to be provided;
- 4) To determine whether goods or services should be made or provided, purchased or contracted for;
- 5) To direct employees including to hire, promote, assign and transfer employees, or to demote, suspend, discipline, discharge, relieve or take other disciplinary against employees due to lack of work, lack of funds or other legitimate reasons;
- 6) To establish, implement and enforce reasonable rules and regulations consistent with the law, the County's Employment Relations Policy, other regulatory bodies, or existing practice in order to maintain efficient operations within the County;

7) To revise or eliminate existing methods, equipment or facilities.

Decisions under this section shall not be subject to the grievance procedure provided in Article 28. To the extent that any of the items that are cited in this article have separate language in other articles in this MOU, those such articles shall be subject to the grievance procedure for resolution.

#### Article 4 **NON-DISCRIMINATION**

There shall be no discrimination against any person because of race, creed, color, sex, sexual orientation, age, religion, national origin, ancestry, marital status, physical or mental handicap (to the extent that reasonable accommodation is required by law), political affiliations or opinions, or any other criteria prohibited by law, either by the County or the G-LAW.

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 the G-LAW or to have the G-LAW 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.

#### Article 5 **AMERICANS WITH DISABILITIES ACT**

Because the Americans With Disabilities Act (ADA) requires accommodations for individuals protected under the Act, and because these accommodations must be determined on an individual, case-by-case basis, the parties agree that the provisions of this Agreement may be disregarded in order for the County to avoid discrimination relative to hiring, promotion, transfer, layoff, reassignment, dismissal, rehire, rates of pay, job and duty classification, seniority, leaves, fringe benefits, training opportunities, hours of work or other terms and privileges of employment.

The G-LAW recognizes that the County has the legal obligation to meet with the individual employee to be accommodated before any adjustment is made in working conditions. Any accommodation provided to an individual protected by the ADA shall not establish a past practice, nor shall it be cited or used as evidence of a past practice in the grievance procedure

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 6 **PERSONNEL FILES**

An employee shall be entitled to review the contents of their County personnel file at reasonable intervals, upon advance request, and during normal business hours. A G-LAW representative employed in the same department as the subject employee may accompany the employee during the review upon the approval of the subject employee. Such review shall not interfere with the normal business of the department. It is further understood and agreed that documents such as reference letters and background investigations are exempt from review by the employee or the Association.

No counseling document (i.e., performance appraisal form and/or Memorandum of Counseling) shall be placed in an employee's official 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.

The County shall provide copies of documents in the employee's personnel file from time to time as may be requested by the employee.

Materials and/or documents mutually determined by the G-LAW and the County, or per applicable State law, to be inappropriate for retention in the personnel file, shall be removed. Grievance documents shall be maintained in a separate file and no grievance document shall be maintained in the employee's personnel file except as it may be evidence in a disciplinary action which is maintained and documented in the employee's personnel file.

It is understood that each of the departments or agencies with positions represented by the G-LAW is subject to stringent legal and/or regulatory authority to maintain substantial portions of their work product confidential. In addition, two of the said departments are members of the criminal justice community with additional obligations to preserve confidentiality not only of information but also aspects of the personal identity of its employees.

#### Article 7 **UNIT MEMBERSHIP**

The County shall exclusively provide the G-LAW in writing, quarterly each year from the effective date of this Memorandum, a list of all employees subject to this Agreement, of such employee's name, employee I.D. number, class, and job location by department, as applicable. The G-LAW agrees to maintain said information on a confidential basis.

#### Article 8 **DUES DEDUCTION**

The G-LAW has the sole and exclusive right to have employee organization membership dues deducted for employees covered by this Agreement. The County shall deduct G-LAW regular dues of its bargaining unit members through payroll deduction under the procedures as follows:

G-LAW is solely responsible for distributing to, and collecting from, employees the dues deduction authorization forms. It is the employee's responsibility to submit requests to start or stop dues deductions directly to G-LAW and not to the County. G-LAW is responsible for maintaining the dues deduction forms from individual employees. Copies of an individual employee's dues deduction authorization need not be provided to the County unless a dispute arises about the existence or terms of the authorization. Questions regarding Union membership, dues amounts, and payroll deductions must be directed to G-LAW and not the County.

G-LAW will provide to the County an updated, certified dues deduction list of bargaining unit members on a bi-annual basis, who have provided written authorization for regular dues deductions. The County will deduct dues for only those employees who are in the bargaining unit in accordance with such certified list. G-LAW

will immediately notify the County of any change to an employee's dues deduction, including starting and stopping dues deductions, or validly cancelling or revoking a dues deduction authorization, and will provide the County within five (5) business days of G-LAW being advised, an updated, certified dues deduction list only noting any specific changes from the last list provided to the County. The County shall not be obligated to put into effect any new, changed or discontinued deduction until a certified list of employees who have provided G-LAW with deduction authorization forms is submitted to the Payroll department in sufficient time to permit normal processing of the change or deduction. The County will implement the change(s) in the pay period following the County's receipt of such notification. The County will transmit the balance of funds to G-LAW as soon as practicable after such deduction is made.

In cases where an employee is not paid for a portion of the pay period and her/his salary is insufficient to cover part or all of the withholding of dues, or the statutory withholding obligations exceed the withholding of dues, or the employee is temporarily assigned out of the bargaining unit, there shall be no withholding. In the case of an employee who is receiving long-term leave benefits during a pay period, no deduction shall be made by the County. All legally mandated and statutory tax, required deductions for health care insurance deductions and Section 125 dependent care and medical reimbursement accounts, shall have priority over dues unless the affected employee authorizes otherwise in writing to G-LAW.

G-LAW shall 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, including claims for or related to employee authorizations, revocations, deductions made, cancelled, or changed in reliance on G-LAW's representations and certifications regarding employee dues deduction authorizations.

This section of the MOU is not grievable.

#### Article 9 **WORK ACCESS**

Authorized G-LAW representatives, including retained counsel, shall be given access to work locations during working hours to conduct G-LAW grievance investigations and/or to observe working conditions stemming from grievances with the understanding that the time so spent will be devoted to the proper processing of grievances as specified in the grievance procedure and that such G-LAW representatives shall have authority to reach a solution for the grieving party, to the extent not precluded by law. The G-LAW 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.

It is understood that each of the departments or agencies with positions represented by the G-LAW is subject to stringent legal and/or regulatory authority to maintain substantial portions of their work product confidential. In addition, two of the said departments are members of the criminal justice community with additional obligations to preserve confidentiality not only of information but also aspects of the personal identity of its employees. Accordingly, the access authorized above, when sought for the District Attorney's Office for all purposes, shall be limited to members of the G-LAW who are employees of the District Attorney's Office and shall be subject to advance approval by the District Attorney. Approval by the District Attorney of a G-LAW member who is an employee of the District Attorney's Office to assist in the grievance process described above shall not be unreasonably withheld.

Accordingly, the access authorized above, when sought for the Office of the Public Defender for all purposes, shall be limited to members of G-LAW who are employees of the Office of the Public Defender and shall be subject to advance approval by the Public Defender. Approval by the Public Defender of a G-LAW



member who is an employee of the Office of the Public Defender to assist in the grievance process described above shall not unreasonably be withheld.

Accordingly, the access authorized above, when sought for Child Support for all purposes, shall be limited to members of the G-LAW who are employees of the Child Support Department and shall be subject to advance approval by the Director of Child Support. Approval by the Director of Child Support of a G-LAW member who is an employee of the Child Support to assist in the grievance process described above shall not unreasonably be withheld.

#### Article 10 **BULLETIN BOARDS**

The County agrees to allow the G-LAW to use the County official bulletin boards for purpose of posting notices of union meetings, union elections and election returns, union appointments to office and union recreational or social affairs in departments where the G-LAW has represented members. The G-LAW agrees that notices will not include encouragement of any job actions against the County; political endorsements or political statements of candidates running for government offices; and any content that would otherwise violate County policy. Reasonable bulletin board space shall be provided in each county office where bulletin boards are present. Such notices must bear the signature of an agreed upon G-LAW representative and must be stamped by the Human Resources Director that such document has been provided to Human Resources in advance of posting as required by this section. Such notices will be returned to the G-LAW for posting as soon as administratively possible. The G-LAW 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**

Due to the limited space and the confidential nature of documents and material located in each of the departments, it is agreed that no joint (District Attorney and Public Defender employees) meetings will be held at the District Attorney's nor the Public Defender's offices. The G-LAW agrees to use Administrative Regulation #31: Use of County Facilities by Non-County Organizations, to secure other County meeting locations for meetings that include employees from both departments.

#### Article 12 **ORGANIZATIONAL 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 without pay not to exceed a total of forty (40) hours annually for officers of this unit to attend official organization training sessions, seminars, conventions and/or conferences. The written request must first be approved by the department.

An employee representative shall be provided a reasonable amount of release time to represent a grievant at all formal meetings and/or hearings. Employee representatives shall have the authority to reach a solution for the grieving party.



## 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 meeting. This shall include the naming of the certified representative of each bargaining unit. If on file, the Human Resources & Development department (HR&D) will supply G- LAW with the names, job titles, departments, work locations, work numbers, personal cellular telephone numbers, and personal email addresses of each new employee within 30 days of hiring the employee, and once quarterly for all employees in the bargaining unit.

Unless there is a business necessity, G-LW will be given 10 days' notice of group orientation meetings, and a representative of G-LAW will be invited into the meeting room and introduced by a staff member from HR&D at the conclusion of the formal orientation prior to the dismissal of the group. The HR&D representative will also inform the employees that if their classification is represented by G-LAW, then the representative would like to speak with them after the orientation. After such introduction and announcement, the HR&D representative shall announce that the formal orientation is concluded and that if they are not meeting with a Union representative, they are dismissed. The G-LAW representative may then meet with the new G-LAW represented unit employees in the orientation meeting room in a small group or individually for fifteen (15) minutes after the conclusion of the orientation meeting.

## Article 14

**HOURS WORKED**

Each department is allowed to set rules regarding their own work hours. The hours of 8 a.m. to 5 p.m. Monday through Friday are deemed to be the operating business hours of the District Attorney, Public Defender, and Child Support departments. Hours actually worked shall be based on the assignments and deadlines dictated by the respective departments' management.

## Article 15

**ADMINISTRATIVE TIME**

In recognition that employees covered by this MOU are exempt from the overtime provisions of the Fair Labor Standards Act and frequently work hours in excess of 40 hours per week, the County will provide nontransferable "administrative time" in the total amount of 40 hours which will be credited to the employee on July 1st of each year of this MOU. To determine the pro-rated amount of administrative hours for employees hired after July 1st, the 40 administrative hours will be divided by 52 weeks, which equals .769 hours per week. For example, an employee hired 26 weeks after July 1st, will be credited with 20 (twenty) Administrative Hours upon hire. Such leave must be used on or before June 30th. Any time not used will be forfeited and not carried over to the subsequent fiscal year.

## Article 16

**VACATION**

Employees may submit vacation requests during the month of January for the current year but are not required to do so. The amount of time requested may be any amount up to the employee's current balance plus any time that would normally be earned prior to the vacation requested. Failure to earn and/or have such vacation hours available at the time for which the vacation was scheduled will result in the approval being revoked by the department. Approval of vacation scheduling shall be subject to staffing

needs of the department and where appropriate scheduling requirements of the Court as determined by the department. Vacation shall be accrued in accordance with the below table:

<b>FLSA Exempt Employees</b> (employees who are not eligible to be paid overtime)				
Years of Continuous Service	Pay Periods of Continuous Service*	Earning Rate Per Hour**	Earning Rate Hours Per Pay Period	Weeks Per Year
0-3	1 - 78	.038	4.615	3
3-7	79- 182	.07692	6.154	4
7- 11	183-286	.09615	7.692	5
Over 11	More than 286	.11538	9.23	6
* On the first day of the 4 <sup>th</sup> year, the employee begins to accrue 4 weeks of vacation. On the first day of the 8 <sup>th</sup> year, the employee begins to accrue 5 weeks of vacation. On the first day of the twelfth year, the employee begins to accrue 6 weeks of vacation.				

Personnel Rule 6.8 Vacation Leave governs vacation usage. Credits for vacation with pay may be accumulated up to a maximum of three hundred (300) hours.

The change to the Vacation Accrual Rate will commence beginning the first full pay period following approval by the Board of Supervisors, effective no sooner than July 4, 2021.

Vacation leave may be used for daily illnesses when the employees sick leave balance is exhausted. 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.

#### Article 17

### VEHICLE OPERATION AND EMPLOYEE TRAVEL

Vehicle operation and employee travel shall be as set forth in Personnel Rule 15 and Administrative Regulations 1.

#### Article 18

### MEDICAL SEPARATION

Medical separation shall be as set forth in Personnel Rule 6.11.

#### Article 19

### PAYROLL ERRORS

#### A. SHORTAGES

A correction by the Auditor's Office to cover shortage errors in an employee's paycheck, after written notification of the discrepancy to Auditor's Office shall be provided to employees on the next paycheck if the amount is under \$150 or within seven (7) working days if the shortage is \$150 or greater. 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 practicable.

**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. 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 on a case-by-case basis.

**Article 20****SAFETY**

The County acknowledges that attorneys working in the public arena may be subjected to threats to their personal safety arising out of or related to their employment for the County. The County asserts that employee safety is a principal concern of all County and departmental management and that the County has adopted the Tulare County Workplace Violence Policy which establishes the procedures for handling violence and the threat

of violence and the notification of all appropriate County resources and persons.

**Article 21****SEVERABILITY**

If any provision of this MOU is declared by proper legislative, administrative or judicial authority to be unlawful; unenforceable; not in accordance with applicable Tulare County Rules and Regulations; or if one part of the MOU is inconsistent with another part of the MOU, 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, unlawful, or unenforceable 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 22****ATTORNEY CLASSIFICATION**

The County agrees that the representatives of each County department having positions covered by this MOU shall agree to provide written criteria for movement through the ranks from Attorney I through Senior District Attorney/Public Defender and Senior Child Support Attorney. It is further understood that the criteria may vary between departments.

It is the prerogative of management to set those criteria. It is the responsibility of management to make those criteria transparent and explicit.

It is also the right of management to modify these criteria from time to time.

## Article 23

**SALARY & MERIT (STEP) INCREASES****Salary**

In the first year of the agreement, there shall be a salary increase of 4% for all classifications in the unit upon ratification and approval by the Board of Supervisors, to be effective no sooner than July 2, 2023.

In the second year of the agreement, there shall be a salary increase of 3% for all classifications in the unit, effective June 30, 2024.

Merit increases shall be in accordance with Personnel Rule 4.2.3 Merit Salary Adjustments and 4.2.4 Salary Anniversary date.

**Equity**

A 2% equity increase to all classifications in bargaining unit 8, effective June 30, 2024.

**Bilingual Pay**

The Bi-lingual Services Program recognizes the need for translation services in the provision of County services to members of the public who can best transact County business in a language other than English.

The County will cease bilingual pay for any employee who refuses to use bilingual skills when requested to do so by the County. The following are the bilingual skill use designations in use in the County:

**Flat Rate Bi-lingual Positions:** Employees who provide translation services for the County and receive a flat amount each pay period for these services. The bi-weekly compensation for this skill will be \$0.63 per hour multiplied by the number of assigned hours in a pay period. The employee must pass a proficiency test in speaking and reading and/or writing.

**Primary Languages:** The primary languages for this program are Spanish and the South-East Asian group. Other languages can be added to meet demonstrated need.

**Other Languages:** Other languages should be handled by:

- 1) Identifying bilingual employees within our employee group, testing their proficiency, and making those who qualify available on an inter-departmental basis throughout the County. Depending on the time they spend translating, they should be compensated as outlined above.
- 2) Identifying community resources who can and will provide occasional translation.
- 3) Using the AT&T long distance translation service or equivalent.

## Article 24

**FLEXIBLY-ALLOCATED CLASSIFICATIONS**

Flexible promotions shall be in accordance with Personnel Rule 3.1.1 Flexibly-Allocated Classification.

Article 25  
**RENEGOTIATION**

In the event either party hereto desires to negotiate the provisions of a successor MOU, 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 26  
**LOST OR DAMAGED PROPERTY**

Employees who lose or damage personal property used in the course and scope of their employment may process a claim for reimbursement through normal County administrative procedures.

Article 27  
**PROFESSIONAL FEES**

The County agrees to pay 100% of the California State Bar dues of each represented employee and shall be reimbursed by the employee proportionately (divided by 52 weeks) in the event the employee leaves prior to the end of the calendar year.

Article 28  
**GRIEVANCE PROCEDURE**

Employees may use the grievance procedure to resolve complaints concerning the interpretation or application of the provisions of this MOU, rules or regulations governing County personnel practices, or working conditions in accordance with the provisions of Personnel Rule 13.

Article 29  
**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) June 19<sup>th</sup> (Juneteenth)
- f) July 4th (Independence Day)
- g) First Monday in September (Labor Day)
- h) November 11th (Veteran's Day)
- i) Thanksgiving Day

- j) The Day after Thanksgiving Day
- k) December 24th (Christmas Eve Day)
- l) December 25th (Christmas Day)
- m) Every day appointed by the President or Governor, and approved by the Board of Supervisors, for a public fast, thanksgiving, or holiday.
- n) 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.

#### Article 30 **SICK LEAVE**

Each employee regularly employed shall earn and accrue sick leave credit for illness or accident at the rate .0462 hours of sick leave for each regular hour worked and non-working paid hours (e.g., holiday, sick, vacation, personal holiday, attorney leave, etc.) based on a 40 hour work week

#### Article 31 **SICK LEAVE CASH-OUT PROVISIONS**

An employee who separates from the County service after having completed ten (10) years of service, and who retires in accordance with the provisions of the Tulare County Employees Retirement System, may elect to initially receive compensation in an amount equal to twenty percent (20%) of the accumulated sick leave credits of the employee 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. Such compensation shall be calculated on the hourly rate of pay for the position occupied at the time of separation. Such compensation shall not be paid upon the election of the employee to take a deferred retirement. Once such compensation has been calculated and paid, the following provision relating to additional service credits shall take effect.

An employee who retires in accordance with the provisions of the Tulare County Employees Retirement System may elect to have his accumulated unused sick leave (minus any sick leave converted to compensation cited above), converted to additional service credits as of the date of their retirement.

#### Article 32 **CONVERSION OF SICK LEAVE CASH-OUT BENEFITS TO HEALTH INSURANCE AT RETIREMENT**

If the County establishes a program to pre-fund post-retirement health costs, the parties agree to meet and confer regarding G-LAW eligibility for the program. This program must meet the criteria of the Auditor-Controller and Internal Revenue Codes for tax purposes.

#### Article 33 **HEALTH INSURANCE**

The County has implemented a cafeteria style benefit program that offers health flex benefit deductions on a pre-tax and post-tax basis as referenced in the Tulare County Section 125 Benefits Plan. The health benefits



offered are medical, dental, vision, life insurance, Health Flexible Spending Account (FSA), Dependent Care Assistance Program (Dependent Care FSA), voluntary life insurance, and Health Savings Account for employees who choose qualifying medical plans.

The County contributes a health flex benefit amount pursuant to this MOU towards health insurance premiums which includes medical, dental, vision, and life insurance.

#### A. Benefit Amount

The County allots each full time employee a "health flex benefit amount", which is paid in equal amounts, over 24 pay periods. Premiums to pay for the cost of core benefits package are also deducted on a 24 pay period basis.

For employees hired on or after November 9, 2008, they shall have an assigned benefit amount based on their classification (10% of the classification's step 1 salary plus \$3,000.00). This assigned benefit amount will remain the same throughout the term of this agreement, with the following exception: Employees who are enrolled in the County's health plan, should they be promoted, shall continue to receive their current benefit amount or the benefit amount that has been assigned (based on 10% of the classification's step 1 salary plus \$3,000.00) to the new classification, whichever is greater.

For current employees hired into the unit before November 9, 2008, they shall have their benefit amount that was in effect on December 6, 2008 converted to a flat dollar amount. This flat dollar amount will remain the same throughout the term of this agreement, with the following exception: Employees who are enrolled in the County's health plan, should they be promoted, shall continue to receive their current benefit amount or the benefit amount that has been assigned (based on 10% of the classification's step 1 salary plus \$3,000.00) to the new classification, whichever is greater.

For employees who have opted out (waivers), they will continue to have their cash-in-lieu of medical benefits frozen at the current amount being received and shall receive no increase to their cash-in-lieu of medical benefits during the term of this agreement. For employees who are hired after this agreement is ratified, and choose to opt out in accordance with 'C' below, their cash-in-lieu of medical benefits will also be frozen. Should a "qualifying event" occur and an employee decides to enroll in the County's health plan, their benefit amount will be based on their current amount being received or their new classification's assigned benefit amount (based on 10% of the classification's step 1 salary plus \$3,000.00), whichever is greater.

For the above calculations in this section to determine the health flex benefit amount or cash-in-lieu of medical benefits, 10% of the classification's step 1 salary shall mean the classification's step 1 salary as of December 7, 2008.

#### B. Benefit Level

The employee may choose the level of each benefit that best fits the employee's needs, subject to provider contracts. 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.

For Health Plan years 2023, 2024, and 2025 employees participating in the Health Plan that have, on the effective date of the premium change, a benefit amount that is less than the premium charged for the \$750.00 deductible employee-only medical, dental, vision, and \$10,000 life insurance coverage, will have that benefit amount increased to an amount sufficient to pay for the premium charged for the \$750.00 deductible employee-only medical, dental, vision, and \$10,000 life insurance coverage. Any increase to the benefit amount will coincide with any premium increase for the Health Plan years 2023, 2024, and 2025.



### C. Eligible Opt Out Arrangement

Employees may elect to waive enrollment in the County's health insurance coverage in any given Plan Year. Employees who elect to waive enrollment in the County's health insurance coverage must provide evidence that the employee and the employee's tax dependents have or will have minimum essential coverage (MEC) other than individual market coverage during the Plan Year. Employees who elect to waive enrollment may receive an opt-out payment (cash-in-lieu of medical benefits) as designated by the Plan Administrator. An election to opt out shall be irrevocable for the Plan Year, except as outlined in Section 5.6 of the Tulare County Section 125 Benefits Plan.

Opt-out payments will not be made if the County knows or has reason to know that the employee or family member does not or will not have MEC.

Employees may retain eligibility to receive their cash-in-lieu of medical benefits if they opt out under one of the following conditions:

1. When both members of a married couple or registered domestic partners work for the County, one employee 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 cash in-lieu of medical benefits; or

2. Employees who can provide written evidence satisfactory to HR&D showing that they are covered pursuant to paragraphs "a" through "e" below and who satisfy the requirements of paragraph "f" 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; or

- e. Enrolled in Medicaid.

- f. In addition, employees in this unit are required to maintain the base Life Insurance Policy (currently \$10,000) through the Employee Benefit Plan.

3. Employees who opt out of the health insurance and meet the requirements of paragraph C.1 or C.2 above will have the cash-in-lieu of medical benefits 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.

D. All employees hired on or after September 13 2009 and who validly waive participation in the County's health insurance program shall receive in lieu of a contribution to the health plans \$1,000 per year or \$41.67 per pay period during the 24 pay periods when the health flex benefit amounts are paid and premiums are collected.

For health plan years 2022 and 2023, the County shall contribute \$120 per pay period (24 pay periods) for employees selecting Employee + Spouse or Employee + Child coverage levels and \$170 for Employee + Family coverage.

For health plan year 2024, the County shall contribute \$120 per pay period (24 pay periods) for employees selecting Employee + Spouse or Employee + Child coverage levels and \$195 for Employee + Family coverage.

For health plan year 2025, the County shall contribute \$120 per pay period (24 pay periods) for employees selecting Employee + Spouse or Employee + Child coverage levels and \$220 for Employee + Family coverage.

E. Any Benefit Amount that an eligible employee does not use to pay for health insurance premiums will be added to the employee's taxable wages.

F. Employees shall become eligible to receive their health flex benefit amount on the fourth (4th) paycheck. Benefits are effective on the 1st day of the month following thirty (30) calendar days of employment. It is further understood that employees waiving their health insurance are subject to the same waiting period to receive the cash-in-lieu of medical benefits as those participating in the County's Health Insurance program.

#### Article 34

### **MALPRACTICE INDEMNIFICATION**

The parties agree that the County will provide malpractice defense and indemnity for attorneys against whom malpractice claims may arise. It is recognized that this defense and indemnification applies only to claims which arise in and out of the course of the attorney's County employment, and is subject to the duty of the attorney to cooperate with such defense.

#### Article 35

### **PERFORMANCE APPRAISALS**

For the office of the Public Defender, Personnel Rule 19 shall be applicable except for the section governing numerical ratings as follows:

Each performance domain shall receive a summary numeric rating from the following two (2) point scale:

"1" Rating - is not reasonable and consistent with normal expectations of proficiency

"2" Rating - is reasonable and consistent with normal expectations of proficiency

Employees shall not be downgraded on the Employee Performance Reports for the use of authorized vacation.

Article 36  
**IMPLEMENTATION**

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

Article 37  
**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 during the term of this MOU.

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 until the requirements of California Government Code Sections 3500- 3510 have been complied with and approved by the Board of Supervisors.

Article 38  
**COURT LEAVE**

Leave for Jury Duty and other Court purposes shall be as set forth in Section 6.9.1 of the Personnel Rules.

Article 39  
**MEDICAL LEAVE**

The Federal Family Medical Leave Act (FMLA) and the California Family Rights Act (CFRA) are integrated into the provision Family Care Leave, Section 6.12 of the Personnel Rules.

Article 40  
**MILITARY LEAVE**

Military leave shall be in accord with the requirements of Federal and State Law and the provisions of Section 6.4 of the Personnel Rules governing military leave.

Article 41  
**TERMINATION**

The positions represented by this bargaining unit are in the "at-will and non-competitive" service of the County. Said employees may be released at any time without cause. Employees covered by this memorandum shall not be terminated for any unlawful reason.

Employees terminated by the County shall be given a reasonable amount of time to gather their personal effects and shall be treated with courtesy and respect. Notwithstanding the aforesaid, the County has the absolute right and obligation to provide for a safe work environment for its employees and the County's authority to take any necessary actions to assure that safe work environment shall not be abridged.

Article 42  
**RETIREMENT**

In accord with applicable Internal Revenue Service (IRS) regulations, the County shall report the Employee retirement contributions as "pre-tax" income.

All regular, permanent employees who are scheduled to work at least 40 hours per pay period are automatically members of the Tulare County Employees Retirement Association.

Both the County and the Employee make contributions to the pension fund.

Article 43  
**VACATION DONATION POLICY**

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

Article 44  
**DEPARTMENT POLICY MANUALS**

It is the understanding that each department has its own policy and procedures manual. Each new employee shall be given the most recent copy of their department's policy manual.

Article 45  
**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 in accordance with Personnel Rule 9.4.2.

Article 46  
**DEFERRED COMPENSATION PROGRAM**

The County will contribute up to \$2,000 in a calendar year to an employee's Deferred Compensation Plan. The County will contribute 25% of the amount that the employee contributes to the plan (for each \$1.00 that the employee contributes to the plan the County will contribute .25 cents to the plan) up to a maximum County contribution of \$2,000 in a calendar year, effective January 1, 2022 and continuing through calendar year 2023.

Effective January 1, 2024, the County will increase its maximum contribution by \$250 in a calendar year (up to a maximum of \$2,250).

Article 47  
**ERRORS OR OMISSIONS**

This document is intended to represent the full and complete MOU reached by the County and G-LAW. Should it be discovered by mutual agreement of the parties that this document does not represent the agreement of the County and G-LAW due to error, omission, oversight, etc., the County and G-LAW agree to make

the necessary corrections to accurately reflect the agreement.

Article 48  
**RESIGNATION**

Employees covered by this MOU shall be subject to section 11.3 of the Personnel Rules governing resignations.

Article 49  
**NOTICE**

The County will adhere to the provisions of California Government Code Section 3504.5 by providing the required notice to G-LAW.

Article 50  
**RE-TITLE OF CLASSIFICATIONS**

The classification of Attorney, DA/DPD V-N is re-titled to Attorney-Senior, DA/DPD and the classification of Attorney, Child Support V-N is re-titled to Attorney-Senior, Child Support.

Article 51  
**PARKING SPACES**

The County shall designate eight (8) parking spaces at the Visalia Courthouse parking area(s) for Attorneys that are in trial.

Article 52  
**POLICIES**

The County and G-LAW met and conferred and come to agreement on the following:

- Revisions to the Personnel Rules
- Revisions to the Employment Relations Policy
- Information & Communications Technology Policies (Theft and Mobile Devices)
- AB 2813 (use of County form to opt out of release of Personal Cell phone number)

Article 53  
**SB 1085 UNION LEAVE**

Pursuant to the provisions of SB 1085/Government Code section 3558.8, the County shall grant an employee, with prior department approval and upon written request of the Union, a reasonable leave of absence without loss of compensation or other benefits for the purpose of enabling employees to

serve as stewards or officers of the Union. Leave may be granted on a full-time, part-time, periodic, or intermittent basis under the following procedures:

1. The Union officer or steward shall submit a written request to the department head at least 10 business days in advance of the requested leave. The request shall specify it is being made pursuant to SB 1085 and include dates/duration, classification, and bargaining unit.
2. For any employee going on leave, who is on a medical leave, the Union will ensure compliance with all medical restrictions.
3. The Union shall reimburse the County for all benefits and compensation earned/realize by the employee on leave, including but not limited to all wages and benefits. Reimbursement by the Union shall occur within 30 days of the County billing the Union.

At the conclusion or termination of the leave granted under this section, the officer or steward shall have a right to reinstatement to the same position and location they held prior to such leave, or if not feasible, a substantially similar position without loss of seniority, rank, or classification.

The County shall not be liable for any act, omission, or injury suffered by any employee of the County if that act, omission, or injury occurs during the course and scope of the employee's leave under this section to work for the Union. To the extent that the County is held liable for any such act, omission, or injury, the Union shall indemnify and hold harmless the County.

**ORIGINAL AGREEMENT SIGNED BY:**

For the County of Tulare:



\_\_\_\_\_  
Lupe Garza, Director  
Human Resources

8/1/2023

Date

For the G-LAW:



\_\_\_\_\_  
Michael Benassini, President  
G-LAW

July 12, 2023

Date



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