

MEMORANDUM OF UNDERSTANDING

Between

The County of Tulare

and

Professional Law Enforcement Manager's Association (PLEMA)

for Unit #14 - Sheriff's Management

July 1, 2023 through June 30, 2025

Resolution No. 2023-0935

Agreement No. 31421

**TULARE COUNTY
HUMAN RESOURCES & DEVELOPMENT
COUNTY CIVIC CENTER
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Article 1
PREAMBLE

This Agreement between the duly appointed representatives of Tulare County, hereinafter referred to as "County," and the Professional Law Enforcement Managers Association, hereinafter referred to as "PLEMA" contains the Agreement of each concerning wages, hours and other terms and conditions of employment for the term of this Agreement.

The parties jointly agree to recommend to the County Board of Supervisors the adoption of this Agreement.

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 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 PLEMA.

Article 2
RECOGNITION

Pursuant to California Government Code #3500 - 3510 and the Tulare County Employment Relations Policy, the County, hereby, recognizes PLEMA as the exclusive representative for Bargaining Unit 14 - Sheriff's Management which includes the classes of Sheriff's Captain, Sheriff's Lieutenant, and Sheriff's Lieutenant- Correctional.

Article 3
MANAGEMENT RIGHTS

After discussion and due consideration, the County and PLEMA 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, or 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 actions 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 under Personnel Rule 13.

Article 4 **NON-DISCRIMINATION**

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, 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 PLEMA.

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 PLEMA or to have PLEMA 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. 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 5 **PERSONNEL FILES**

Employee(s), or a PLEMA representative with the written consent of the employee(s), shall be entitled to review the contents of their official departmental or County personnel file 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.

It is further understood and agreed that documents such as reference letters and background investigations are exempt from review by the employee and PLEMA.

No disciplinary document (i.e., Formal Reprimand, Notice of Proposed Disciplinary Action of Suspension, Demotion or Dismissal) and 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.

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

Article 6 **UNIT MEMBERSHIP**

The County shall exclusively provide PLEMA 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.

Article 7 **DUES DEDUCTION**

PLEMA has the sole and exclusive right to have employee organization membership dues and insurance premiums deducted for employees covered by this Agreement. The County shall collect PLEMA dues and insurance premiums through payroll deduction. These moneys shall be forwarded to PLEMA as soon as practicable after such deduction is made. This clause only applies to bargaining units where PLEMA is the Certified Representative and is subject to related provisions in the County of Tulare Employment Relations Policy. This clause shall continue in effect during the term of this MOU and during the period immediately following the expiration of this MOU while meet and confer toward a successor MOU is continuing and impasse has not been declared.

PLEMA 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 **WORK ACCESS**

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

Article 9 **BULLETIN BOARDS**

The County agrees to allow PLEMA 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. Reasonable bulletin board space shall be provided in each county office where PLEMA represented employees are located and bulletin boards are present. Such notices must bear the signature of an agreed upon PLEMA representative and must be

approved by (submitted to) the Human Resources & Development Director, or designee, in advance of posting. PLEMA 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 Employee Relations Officer determines to be not in compliance with these requirements.

Article 10 **FACILITIES USE**

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

Article 11 **WORKING HOURS**

1. The County and its employees represented by PLEMA will comply with all provisions of the Federal Fair Labor Standards Act (FLSA) including the Amendments of 1985.
2. Effective May 11, 1997 all Bargaining Unit 14 employees are FLSA exempt and shall not be compensated for work performed beyond forty (40) hours in a work week.
3. Compensatory Time Off (CTO) balances earned by employees prior to becoming FLSA exempt will remain on the books until used by the employee or upon separation from the County.
4. All positions represented by PLEMA shall be entitled to an additional forty (40) hours of vacation per year. This shall be added to the basic vacation accrual rates for covered employees specified in Tulare County Personnel Rule 6.8.1. In addition, exempt employees shall not be required to charge vacation or sick leave balances for approved absences of less than one full day, unless the partial day off is immediately preceded or followed by a full day of vacation or sick.

Article 12 **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 19th (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.

The first eight hours of required work on a County holiday shall be credited as vacation time on an hour for hour basis.

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

Article 13 **VACATION**

1. Vacation Leave Entitlement/Accumulation

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 (up to 80 hours per pay period)	Earning Rate Hours Per Pay Period	Earning Rate Weeks Per Year*
0 – 3	1 – 78	.05769	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 th year, the employee begins to accrue 3 weeks of vacation. On the first day of the 8th year, the employee begins to accrue 4 weeks of vacation. On the first day of the twelfth year, the employee begins to accrue 5 weeks of vacation.				

- a) Employees continue to earn and accumulate vacation leave while on any paid leave.
- b) A new County employee in this bargaining unit may accrue vacation as if all of his or her years of prior service with other public agencies in the State of California had been with Tulare County.
- c) Once an employee has accumulated three hundred and seventy hours (370) hours he or she shall receive no further vacation accruals until the employee's accrual falls below three hundred and seventy hours (370) hours.

Scheduling of Vacations

Vacations may be taken at any time following the completion of the first thirteen (13) full pay periods of continuous service. Vacations shall be scheduled, and the time at which an employee takes vacation leave is determined by the prior approval of the Department Head with due regard to the employee and the needs of the County.

Exclusions

Except as provided in Section 6.5 of Tulare County Personnel Rules, an employee does not accrue vacation during any leave without pay.

Holiday During Vacation

If a County observed holiday, as noted in Section 6.6.1 of Tulare County Personnel Rules, occurs while the employee is on vacation leave, such holiday time is not deducted from the amount of vacation leave to which the employee is entitled.

Sick Leave During Vacation

An employee may substitute sick leave for vacation leave when the employee is hospitalized or receives outpatient medical care for a serious injury or illness while on a scheduled, pre-authorized vacation.

Accounting For Vacation Used

Each employee has one tenth (1/10) hour deducted from his or her accrued vacation credits for each one tenth (1/10) hour of vacation leave taken for approved absences of one full day or more, unless the partial day off is immediately preceded or followed by a full day of vacation. All vacation leave shall be reported on such forms as may be prescribed by the County Auditor-Controller.

Vacation Leave Pay on Separation

Upon separation, an employee receives compensation at his or her current salary rate for all unused earned vacation as of the effective date of separation, subject to the following:

- a) An employee shall not use accrued vacation credits to extend his separation date.
- b) A full-time employee who has resigned, or who has been laid off without prejudice, and who is subsequently reinstated or re-employed in a full-time position within a two (2) year period shall have their vacation leave rate, at the time of reinstatement or re-employment, computed, pursuant to Section 6.8.1, to include their total pay periods of continuous full-time service prior to the resignation or lay-off.

For employees covered by this MOU, the following shall apply:

- a) If, through no fault of the employee, an employee is unable to take sufficient vacation leave to avoid exceeding the maximum accumulation provided above, the Department Head shall notify the Human Resources Director in a manner as prescribed by the Human Resources Director. The employee may thereupon be granted an extended period of time not to exceed six (6) pay periods. During this six (6) pay period extension, the employee will be allowed to continue to accrue vacation above the 370 hour cap. In no event shall an employee be entitled to compensation for unused earned vacation except as provided in Section 6.8.7 of the Personnel Rules.
- b) An employee having completed 30 years of service with the County from their most recent date of hire, an employee may convert to cash, on a one-time only basis, up to 100 hours of Vacation leave during their term of employment. Such compensation shall be calculated on the employee's base pay rate at the time of conversion.

Article 14
HEALTH INSURANCE

Employees covered by this Agreement shall continue to be eligible for the County Employee Health Plan in accordance with the provisions and restrictions of that Plan.

1. RETIREMENT CONTRIBUTION TAXATION

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

2. HEALTH PLAN ADVISORY GROUP

PLEMA may have one representative on the Health Plan Advisory Group or its successor. Such representative must be an employee in Unit 14. Such representative shall only serve during such time when PLEMA has a general MOU with the County 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.

3. IRS 125 PLAN

Employees covered by this MOU are eligible for participation in the Tulare County Section 125 Benefits Plan.

4. EMPLOYEE BENEFIT PLAN

The County has implemented a cafeteria style benefits 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, Long Term Disability, 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.

5. BENEFIT AMOUNT

The County allots each full time employee an annual "benefit amount" to be paid in equal amounts on 24 or 26 pay periods depending on which health program unit members are enrolled in (County Plan 24 pay periods or DSA Plan 26 pay periods).

Effective with pay period 15, 2010 (July 4, 2010 to July 17, 2010), the current benefit amount for each employee of this bargaining unit was converted to a flat dollar amount.

After the benefit amount conversion to a flat dollar amount was completed in pay period 15 2010, the benefit amount is no longer based upon a classification's step. The benefit amount shall not be changed by a step increase or general salary increase in the classification. However, if an employee promotes or demotes, their benefit amount shall be based upon the new classification. In no event shall a promotion result in a decreased benefit

amount. Any future adjustments to the benefit amount will be completed through the normal meet and confer process.

For all employees hired into or promoted within this unit on or after July 1, 2010 or thereafter in the Lieutenant classification shall have their annual benefit set at \$12,893.

For all employees hired or promoted into this unit on or after July 1, 2010 or thereafter in the Captain classification shall have their annual benefit set at \$14,653.

For all employees hired into this unit on or after July 1, 2010, who are new to the County and who validly waive their health insurance shall be entitled to cash-in-lieu of medical benefits amount not to exceed \$1,000 per year spread over the number of pay periods during which opt-out payments are payable.

For all employees hired into or promoted within this unit on or after July 1, 2010, who were originally hired by the County in a classification only eligible for the \$1000 cash-in-lieu of medical benefits amount associated with a valid health insurance waiver, they shall continue to be eligible for a maximum cash-in-lieu of medical benefits of \$1,000 per year when validly waiving the available health insurances.

For Health Plan years 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 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 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 2024, and 2025.

For employees participating in the Tulare County (SJVIA) Health Plan and selecting the Employee + Family coverage level, the County shall contribute \$150.00 per pay period (24 pay periods), effective with the 2022 Health Plan Year.

For employees participating in the Tulare County (SJVIA) Health Plan and selecting the Employee + Family coverage level, the County shall contribute \$175.00 per pay period (24 pay periods), effective with the 2024 Health Plan Year.

For employees participating in the Tulare County (SJVIA) Health Plan and selecting the Employee + Family coverage level, the County shall contribute \$200.00 per pay period (24 pay periods), effective with the 2025 Health Plan Year.

a) Prorated Benefit for Partial Year Eligibility

Full time employees eligible for only part of the Plan Year will 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 d. below than this prorated cash-in-lieu of medical benefits.

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.

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 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 who refuse to participate are not eligible to receive the opt-out payment. Employees may retain eligibility for the cash-in-lieu of medical benefits 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 the 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 cash-in-lieu of medical benefits amount.

2. Employees who can provide written evidence satisfactory to the County Human Resources and Development Department showing that they are covered pursuant to paragraphs A. through E. below may opt out of the employee benefit plan. Employees who opt out of the benefit plan under this provision will have the cash-in-lieu of medical benefits added to their wages.

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 the Medicaid or TRICARE programs.

3. Members of PLEMA may opt out of the County's benefit plan and enroll instead in the TCDSA benefit plan. The County will apply benefit amount money toward TCDSA

benefit premiums for any PLEMA member who chooses to opt out of the County's benefit plan and enroll instead in the TCDSA benefit plan.

4. An eligible employee must inform the County that the employee intends to opt out of the benefit plan as provided above during open enrollment for health benefits or upon a qualifying event. An employee who opts out of the County's benefit plan must rejoin the County's benefit plan within thirty (30) days of losing eligibility for opt out provisions above.

5. In connection with an employee who waives County and DSA health insurance coverage, that employee's cash-in-lieu of medical benefits will stay at the same amount as received in pay period ending July 7, 2007 and will not be increased even when scheduled salary increases occur during the term of this agreement. Also, if an employee re-enrolls in health insurance coverage and subsequently waives coverage, that employee's cash-in-lieu of medical benefits will revert to their July 7, 2007 amount. Said amount shall be reduced by any reduction in the administration fee.

- d) The County will add any benefit amount money to the employee's paycheck that the employee does not need to pay the health insurance premiums available through the Section 125 Benefit plan.
- e) It is agreed that the County shall fund the health insurance trust fund with employer paid benefit amounts sufficient to assure premiums will be able to be paid in advance of the due date as required by the health insurance provider(s).
- f) Effective upon agreement, benefits will be effective beginning the fourth 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.
- g) Once the initial funding period is completed, employees shall receive their allotted benefit amount and a deduction equal to the cost of the premium for the selected health plan package. If the health plan package selected is less than the employee's allotted benefit amount, then the difference shall be taxable earnings.
- h) It is understood that the County, based on average benefit amounts and average premiums calculated over a three month cycle, anticipates that it will take three pay periods to establish the liquidity of the trust fund as described above.
- i) It is further understood that employees waiving their health insurance per the terms of their MOU are subject to the same eligibility terms and conditions described herein as employees participating in the County's insurance program.

Article 15
PRE-ADMISSION/CONCURRENT REVIEW

Employees covered by this MOU shall be included in the County Employee Health Plan pre-admission/concurrent review program.

Article 16
MEDICAL SEPARATION

1. When the County determines that an employee who is not eligible for retirement is unable to satisfactorily perform essential assigned functions due to a handicap or other medical condition, for which no reasonable accommodation can be made, that employee may be medically separated from County service.
2. A medical separation shall be based on:
 - a. A statement describing the essential functions the employee is not performing satisfactorily or is not capable of performing, and;
 - b. A description of any reasonable accommodations considered and why these have not enabled the employee to perform essential assigned functions satisfactorily, and;
 - c. Any medical, psychiatric or other pertinent information presented by the employee or the County.
3. The County shall pay the reasonable costs of any medical examinations required by the County.
4. An employee shall not be eligible for medical separation unless the following criteria have been satisfied.
 - a. The employee is unable to satisfactorily perform essential assigned functions due to a handicap or other medical condition;
 - b. The handicap or medical condition will continue for a period of time which will be detrimental to the needs of the department;
 - c. All available leave balances (sick leave, vacation, CTO, personal holiday) have been exhausted;
 - d. The employee has exhausted any medical leave of absence(s) without pay provided under Personnel Rule 6.10. The only exception to this criteria is if the prognosis indicates that the condition is permanent or will exist for a period of time that would exceed the period of time allowed for a medical leave of absence.
5. Written notice of intent to medically separate shall be given to the employee either by delivery of the notice to the employee in person, or by mail. The notice shall:
 - a. inform the employee of the action intended, the reason for the action and the effective date of the action; and
 - b. inform the employee of the right to respond and to whom to respond within ten (10)

calendar days from the date of such notice of intent in accordance with instructions given by the County in the written notice sent to the employee; and

- c. inform the employee of the right to apply for a disability retirement, if the employee meets the criteria.
6. After review of the employee's timely response, if any, the County shall notify the employee of any action to be taken.
7. Any employee who is medically separated shall have the right to appeal such action in accord with the procedures as set forth in Personnel Rule 12. The basis of the appeal shall be limited to whether or not the criteria, as specified in Section 4 above, have been met.
8. Any employee who is medically separated shall be eligible to apply for re-employment or reinstatement if their medical condition improves to the point where they would be able to perform the full range of assigned, essential functions. A medical and/or psychological exam may be required prior to appointment.
9. Prior to a Medical Separation taking effect, the employee may apply for a transfer to another position providing he/she meets the necessary employment standards for and is able to perform the essential functions of that position. The employee must comply with applicable County rules and procedures concerning transfers.

Article 17 **PAYROLL**

A. SHORTAGES

1. Cash advance 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 the Auditor's Office. This provision is to cover only those discrepancies above a gross one-hundred dollars (\$150.00).
2. For shortage errors of a gross of one-hundred dollars (\$150.00) or less, the adjustment will be made in the next regular payroll cycle.

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

1. When an overpayment error of a gross fifty dollars (\$50.00) or more occurs, in lieu of other collection options available to the County, the employee will repay the overpayment in the same amount and within the same number of pay periods in which the error occurred unless the employee agrees to repay the entire amount sooner. The employee shall be given and sign an agreement specifying the terms of the repayment.
2. If an overpayment of less than fifty dollars (\$50.00) gross occurs, the overpayment amount will be deducted from the employee's next regular paycheck.

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 18 UNIFORM ALLOWANCE

Employees shall be required to adhere to uniform specifications, appearance, and maintenance standards established by the Sheriff's Department.

The County shall pay each employee covered by this Agreement a uniform reimbursement allowance of \$1,050 per fiscal year 2023/2024 and will pay \$1,100 beginning fiscal year 2024/2025. This allowance shall be paid in separate checks in two equal installments, during the first pay date in June and the first pay date in December. Should an employee covered by this agreement who is eligible for this allowance leave the Department or be off work in excess of six (6) months on a Leave of Absence, his/her uniform allowance shall be pro-rated on a pay period basis. If permitted by law, the uniform allowance shall also be similarly pro-rated if the employee is off work in excess of six (6) months on "4850" leave.

In accord with Resolution 80-607, for Uniforms damaged in the line of duty through other than normal wear, functional value will be the full replacement value of the item as that item is specified by the Sheriff's Department.

In accord with Resolution 80-607, for prescription eyeglasses damaged in the line of duty through other than normal wear, functional value will be the full replacement value of the lenses and the value of standard frames as provided by the County vision plan.

In accord with Resolution 80-607, for contact lenses damaged in the line of duty, functional value will be the full usual, customary and reasonable replacement value of replacing the destroyed lens with the same style and type.

Article 19 VEHICLE OPERATION

In accordance with Personnel Rule 15, prior to operating any County vehicle an employee must provide Risk Management with a copy of his/her valid driver's license at the level required by the State DMV for legal operation of that vehicle. The employee must immediately notify their department and Risk Management of any action against that license and/or of any moving violations incurred while on County business.

Prior to using a personal vehicle on County business for which an employee would be eligible to claim mileage reimbursement, the employee must provide Risk Management with a copy of his/her valid driver's license at the level required by the State DMV for legal operation of that vehicle. In addition, the employee must provide Risk Management with a copy of their vehicle insurance policy or proof of insurance covering the vehicle in question as required by State law.

The employee must immediately notify their department and Risk Management of any action against that license or insurance and/or of any moving violations incurred while on County business.

The certification statement on the County Travel Expense Claim will include a statement such as:

"I hereby certify that I had a valid California Driver's License and that the vehicle used was insured in accord with applicable County policy and state law during all mileage claimed above."

Article 20
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 accord with Administrative Regulation No. 1.

When traveling on out-of-County required training, the department will arrange advance payment of lodging and tuition. The County will reimburse for meal expenditures up to the full amount provided by P.O.S.T.

Article 21
PEACE OFFICERS BILL OF RIGHTS

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

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

Article 22
SALARY

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

A salary increase of 5% for all classifications in the unit beginning the first full pay period following approval by the Board of Supervisors, effective no sooner than July 2, 2023.

A salary increase of 3% for all classifications in the unit effective June 30, 2024.

Article 23
DISCIPLINARY APPEAL

1. "SKELLY" PRE-DISCIPLINARY REVIEW

At any time prior to 5:00 p.m. on the effective date of the proposed discipline, the employee may make a request for a Skelly Hearing. The Notice of Proposed Discipline shall not be effective less than 10 calendar days from the date of service on the employee or his/her representative. The employee subject to the proposed discipline may respond in writing to rebut the charges against him/her, or to state any mitigating circumstances; or, the employee may request an informal review by the Sheriff. The Sheriff will review the written record, including written statements and

documents presented by the employee, discuss the proposed discipline with the Department Head, and determine whether the proposed action should be made final, should be modified to a lesser penalty, or should be withdrawn. While conducting his review, the Sheriff may meet with the employee and his/her representative and anyone else the Sheriff may deem appropriate to his review. The decision of the Sheriff is binding on the Department.

The Sheriff may delegate this review to anyone he deems appropriate except someone who is otherwise directly involved in the administration or review of this proposed action.

Reduction in pay, in lieu of suspension, shall be treated as its equivalent suspension.

2. APPEAL OF DISCIPLINARY ACTIONS:

A written Notice of Appeal, in a form acceptable to the Human Resources Director, must be filed with and received by the Human Resources Director within five (5) working days from the effective date of the disciplinary action. Failure to file a Notice of Appeal within this specified time period shall be deemed a waiver of any right to appeal the action taken. No exceptions to this failure-to-file time period will be permitted.

The Notice of Appeal must state the reasons for the appeal and whether the Hearing Panel or Administrative Law Judge type of hearing is selected.

In the event that the State of California's procedures allow for the selection of an Administrative Law Judge (ALJ), the County and the Association shall be allowed one strike-through each on the selection of an ALJ. Once the strike-through(s) have occurred, the next ALJ appointed by the State shall hear the matter. Either party must serve written notice upon the other within seven (7) calendar days of being notified of the name of the ALJ in order for the strike-through to be considered timely.

PROCEDURES APPLICABLE TO ALL HEARINGS

The County's representative, the department's representative, the appellant, and the appellant's representative, if any, shall meet in a conference at least twenty (20) days prior to the hearing in an attempt to resolve the appeal. If resolution is not possible, the parties shall narrow the issues of the appeal, stipulate to as many facts as possible, exchange all relevant information and evidence, including a summary of anticipated testimony, copies of specific provisions and/or rules, policies, procedures, ordinances regulations and/or articles of the MOU which the appellant alleges has been violated, and the names of the representatives who will be presenting the case. The parties shall also submit to each other a written statement of their position. Except for rebuttal testimony, modification of position statements or newly discovered facts, positions or witness not shared at the conference will not be presented to or considered by the hearing officer. In the case of newly discovered facts discovered after the conference, they must be shared with the other party within 48 hours of the discovery or within 48 hours prior to the scheduled hearing, whichever is earlier, in order to be considered by the hearing officer.

The hearing shall be open to the public only if the employee so requests. The employee shall be present in person at the hearing and may be represented by counsel and/or by a representative of an employee organization of which the employee is a member. The employee's department may be represented by counsel and/or have a lay representative present throughout the hearing.

All witnesses who are not parties may be excluded from the hearing by the hearing officer or Panel Chairman except when testifying. If the employee does not testify in his or her own behalf, the employee may be called and examined as an adverse witness. All testimony shall be taken under oath or affirmation.

The rules of evidence do not apply and any evidence upon which reasonable persons might rely in the conduct of their everyday affairs may be admitted. Persons who provide direct testimony may be called by the other party for cross examination under oath. Cross examination shall be limited to those areas covered in their prior testimony. The hearing officer controls which evidence is admitted.

The hearing officer may take official notice of any matter which may be judicially noticed.

The County Administrative Officer may promulgate such additional hearing procedures as he deems necessary.

TYPES OF HEARINGS

The Notice of Appeal submitted by the employee must state which of the following types of appeals is requested. Only one type may be selected for any one Disciplinary Action. The selection of the type of hearing is final and binding. Absence of a request will be deemed a request for a Hearing Panel which is not subject to judicial review under Cal. Code Civ. Proc. 1094 et seq.

A. HEARING PANEL

Employees who elect to have a disciplinary action reviewed by a Hearing Panel waive the right to judicial review of the final decision of the Hearing Panel under Cal. Code Civ. Proc. 1094 et seq.

The Disciplinary Action will be reviewed by the Hearing Panel consisting of one County employee selected by the appellant, one person selected by the department and one person appointed by the Board of Supervisors. No panel member may be otherwise involved in the appeal nor may they be a witness to the facts underlying the action.

The Board appointed member shall chair the committee and shall be the hearing officer as set forth in Section 111 above. If the Board appointed member is not an attorney, the Board shall also appoint a legal advisor who will advise the committee chair on the admissibility of evidence:

Each party shall have the right to subpoena witnesses. The Board of Supervisors will, on request, issue in blank subpoenas.

Each party shall select their panel member and notify the Human Resources Director within fifteen (15) calendar days after notice of the filing of the appeal. Failure by either party to select without good cause as determined by the Panel Chairman, shall result in forfeiture of the case.

Failure on the part of the County or the appellant to appear before the Hearing Panel, without good cause as determined by the Panel Chairman, shall result in forfeiture of the case.

The decision of the Hearing Panel shall be by majority vote and shall be made in writing within sixty (60) calendar days after the filing of the appeal. This limit may be extended an additional thirty (30) days by the Chairman of the Panel upon showing by either party of reasonable cause for delay to the satisfaction of the Chairman. The decision of the Hearing Panel shall be final and binding on all parties and shall not be subject to judicial review under Cal. Code Civ. Proc 1094 et seq.

The Panel Chairman shall maintain the record of the hearing and all exhibits.

B. ADMINISTRATIVE LAW JUDGE

The employee is advised that the date of the hearing is dependent on the calendar of the Administrative Law Judge and may have to be scheduled six to nine months or more in advance.

Administrative Law Judge hearing procedure:

Statement of Charges - Preparation

Within fifteen (15) calendar days after the receipt of the Notice of Appeal selecting an Administrative Law Judge hearing, the County Counsel's Office shall prepare, and file with the Human Resources Director, a Statement of Charges. Such statement shall specify the Rules which the employee is alleged to have violated, and the acts or omissions with which the employee is charged.

Statement of Charges - Issuance

Upon the filing of the Statement of Charges, County Counsel shall either cause a copy thereof to be delivered to the employee personally or sent to the employee by certified or registered mail at the last known mailing address of the employee on file in the Personnel Department. Included with the Statement of Charges shall be a form entitled "Notice of Defense" which, when completed, signed by or on behalf of the employee, and returned to the Personnel Department, will acknowledge service of the Statement of Charges.

Notice of Defense

Within five (5) calendar days after service upon the employee of the Statement of Charges, an employee shall file with the Human Resources Director a Notice of Defense in which the employee may:

Request a hearing. If the employee requests a hearing the employee must indicate their estimation for the length of time necessary to present their case.

Object to the Statement of Charges on the ground that it does not state acts or omissions upon which the Appointing Authority may proceed.

Object to the form of the Statement of Charges on the grounds that it is so indefinite or uncertain that the employee cannot identify the transaction or prepare a defense.

Admit the Statement of Charges in whole, or in part.

Present new matter by way of defense.

No exceptions to the time period provided herein shall be permitted.

The employee shall be entitled to a hearing on the merits of the charges if the employee files a Notice of Defense, and any such notice shall be deemed a specific denial of all parts of the accusation not expressly admitted. Failure to file a Notice of Defense shall constitute a waiver of the employee's right to a hearing. New matter not identified in the Notice of Defense may not be presented in the hearing. Unless objection is taken as provided in paragraph 3. of the above subsection B., all objections to the form of the Statement of Charges shall be deemed waived.

The Notice of Defense shall be in writing, signed by, or on behalf of, the employee and shall state the employee's mailing address.

Upon receipt of the Notice of Defense, the County shall contact the State Office of Administrative Hearings and ascertain presently available dates when a Hearing Officer might be available to conduct a formal disciplinary hearing pursuant to these Rules and shall notify the employee of such dates, and of the dates on which the County's representative will be available for the hearing. The employee shall then deliver to County Counsel, within (10) calendar days, the employee's choice of the available dates for the hearing. Such dates shall not be inconsistent with the dates provided by the County or indicated to be available by the Office of Administrative Hearings. The employee shall concurrently provide notice of the name and address of any party who might be representing the employee at the hearing. County Counsel shall thereafter give the employee notice of the time, date, and place of the hearing. Said notice shall either be delivered to the employee personally or sent to the employee by certified or registered mail, at the last known mailing address of the employee on file in the Personnel Department. Should the employee fail to provide a written list of available dates within the timelines indicated above, the appeal shall be dismissed.

The Notice of Defense must specify every defense that the employee intends to rely upon. The employee shall be bound by the Notice of Defense and may not change the Notice of Defense unless revised as provided for herein. At any time prior to the submission of the matter to the hearing officer, the appellant may amend the Notice of Defense. Such right to amend shall include the right to amend according to proof at the hearing. All parties shall be given written notice thereof, except when the amendment is made according to proof at the hearing. If the amendment presents new matter, the Appointing Authority shall be afforded a reasonable opportunity by the hearing officer to prepare a response thereto.

Conduct of Hearing

Failure on the part of the County or the appellant to appear before the Hearing Panel, without good cause as determined by the Panel Chairman, shall result in forfeiture of the case.

The Office of Administrative Hearings is empowered to issue subpoenas as provided in Section 27721 of the Government Code of the State of California in accordance with the procedure provided in Section 11510 of said Government Code. The hearing officer is empowered to receive evidence, administer oaths, rule on questions of law and procedure, rule on the admissibility of evidence, and continue the hearing. The hearing need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs. Hearsay evidence may be used only for the purpose of explaining or supplementing other evidence. Irrelevant or unduly repetitious evidence may be excluded by the hearing officer. All hearings shall be reported by a certified court reporter. Persons who provide direct testimony by affidavit may be called by the other party for cross examination under oath. Cross examination shall be limited to those areas covered in the affidavit.

Affidavits

At any time fifteen (15) or more days prior to a hearing or a continued hearing, either party shall mail or deliver to the opposing party a copy of the affidavits which he proposes to introduce as direct evidence, together with a notice as provided below. Unless the opposing party, within ten

(10) days after such mailing or delivery, mails or delivers to the proponent a request to cross-examine an affiant, his right to cross-examine such affiant is waived and the affidavit, if introduced in evidence, shall be given the same effect as if the affiant had testified orally.

The notice referred to above shall be substantially in the following form:

The accompanying affidavit of (here insert name of affiant) will be introduced as direct evidence at the hearing in (here insert title of proceeding). (Here insert name of affiant) will not be called to testify orally and you will not be entitled to question him unless you notify (here insert name of proponent or his representative) at (here insert address) that you wish to cross-examine him. To be effective your request must be mailed or delivered to (here insert name of proponent or his representative) on or before (here insert a date seven [7] days after the date of mailing or delivering the affidavit to the opposing party)

Official Notice

The hearing officer may take official notice of any fact which may be judicially noticed by the courts of this State. Parties present at the hearing shall be informed of the matters to be so noticed, and those matters shall be noted in the record, referred to therein, or appended thereto. Any such party shall be given a reasonable opportunity, on request, to refute any officially noticed matters by evidence or by written or oral presentation of authority, the matter of such refutation to be determined by the hearing officer.

Amended Statement of Charges

At any time prior to the submission of the matter to the hearing officer, the Appointing Authority may amend the Statement of Charges. Such right to amend shall include the right to amend according to proof at the hearing. All parties shall be given written notice thereof, except when the amendment is made according to proof at the hearing. If the amendment presents new matter, the employee shall be afforded a reasonable opportunity by the hearing officer to prepare a defense thereto. Any new matter shall be deemed controverted, and any objections to any such amendments may be made orally and shall be noted in the record.

Recommended Decision

The hearing officer shall prepare a record of the proceedings, and shall prepare recommended findings, conclusions and a recommended decision. The hearing officer shall promptly, normally within thirty (30) calendar days, file the record of the proceedings and the recommended findings, conclusions and decisions with the Board of Supervisors. Upon receipt of the Recommended Decision the Chief Clerk of the Board of Supervisors shall promptly forward a copy of the proceedings and the recommended findings, conclusions and decisions to the employee, the counsel for the employee and County Counsel.

Decision

Within a reasonable time, but no sooner than one week, after filing of the recommended findings, conclusions and decision, the Board of Supervisors shall, after a review of the record, adopt such recommended findings, conclusions and decision, or shall reject the

recommendations in whole or in part, and adopt its own findings, conclusions and decision. The Board of Supervisors shall affirm, modify or reverse the order of the Appointing Authority. The decision of the Board of Supervisors shall be final and not subject to rehearing or reconsideration.

Judicial Review of Decision

Judicial review of a decision of the Board of Supervisors made after a hearing pursuant to this Rule shall be made pursuant to Section 1094.6 of the Code of Civil Procedure of the State of California, if the Board determines that the employee shall be dismissed, demoted or suspended. The method of judicial review, the time limits for judicial review, and all of the other provisions of said Section 1094.6 shall govern such judicial review. When giving written notice to the employee of the decision of the Board of Supervisors, the Board shall provide notice to the employee that the time within which judicial review must be sought is governed by said Section 1094.6.

Costs of Hearing

The amount paid to the State for the services of the hearing officer assigned to hear the appeal and of the amount paid to the State, or directly to the reporter, for the services of the reporter who reports the proceedings shall be paid by the County.

For purposes of this article, all mail shall be deemed received within five (5) business days of mailing.

Article 24

GRIEVANCE PROCEDURE

The Grievance Appeal procedure is governed by Personnel Rule 13.

Article 25

IMPLEMENTATION

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

Article 26

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 PLEMA and its members agree that there shall be no strike or other concerted action including actions in sympathy for others, resulting in the withholding of services by its members during the term of this MOU and during the period immediately following this MOU while meet and confer toward a successor MOU is continuing and impasse has not been reached.

Article 27
MAINTENANCE OF BENEFITS

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

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

Article 28
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 29
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 30
TIER V RETIREMENT

The parties agree that if the County determines to implement a Tier V Retirement program, the Association agrees to commence meet and confer sessions under the ground rules leading to this MOU promptly upon the County's written request.

Article 31
SICK LEAVE ON RETIREMENT

Sick Leave Pay on Separation

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

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

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

Article 32

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 33

PERSONNEL RULES AND POLICY REVISIONS

The County and PLEMA met and conferred on revisions to the Personnel Rules and came to agreement on such revisions. Additionally, the County and PLEMA agreed on revisions to the Employment Relations Policy and to the new Information & Communication Technology policies (Mobile Device and Theft). The County shall also provide a form to PLEMA members to either opt in/out of the County's obligation to release their personal cell phone number to other unions or employee associations in accordance with AB 2843.

Article 34

TUITION REIMBURSEMENT

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

Article 35

TERM

The provisions of this MOU shall commence on July 1, 2024³ and shall then remain in effect through June 30, 2023⁵. 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 31, RENEGOTIATION, of its desire to negotiate a successor agreement.

Article 36
ADMINISTRATIVE REGULATIONS

PLEMA agrees to the Administrative Regulations enacted prior to the time of this MOU.

Article 37
EMPLOYEE LAYOFFS

In the event 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 38
DEFERRED COMPENSATION

Effective January 1, 2022, the County will contribute up to \$1,750 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 \$1,750 in a calendar year.

Effective January 1, 2024, 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.

Article 39
ERRORS OR OMISSIONS

This document is intended to represent the full and complete MOU reached by the County and PLEMA. Should it be discovered that this document does not represent the agreement of the County and PLEMA due to error, omission, oversight, etc., the County and the Union agree to make the necessary corrections to accurately reflect the agreement.

Article 40
SB 1085 UNION LEAVE.

Union Representative Leave of Absence (SB 1085/Government Code 3558.8):

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. No more than two (2) employees shall be on leave at the same time pursuant to this section; and employees must have a minimum overall satisfactory evaluation rating for the most recent evaluation period, and employees cannot be in any probationary status and/or on administrative leave. If the employee is due a merit increase during the SB 1085 leave, the merit increase shall be delayed one full pay period for each full pay period the employee is on leave. 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 paid to and earned/realized by the employee on leave, including but not limited to all wages and benefits, and including reasonable County administrative fees of \$2.50 per employee on leave, per pay period. This administrative fee only applies to an employee on the union representative leave of absence section of this article.
4. Reimbursement by the Union shall occur within 30 days of the County billing the Union. The leave of absence will be approved if it does not interfere with the performance of County services and department operations. If the leave is denied, the County will provide the Union with written notification of impacted operational needs. The Union shall provide the County with alternate leave dates for the leave to occur which shall be granted by the County.

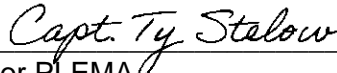
At the conclusion or termination of the leave granted under this section, the officer or steward shall have a right to reinstatement to the same position and location they held prior to such leave, or if not feasible, a substantially similar position without loss of seniority, rank, or classification.

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.



For Tulare County
Lupe Garza, Director
Human Resources & Development

11/6/2023
Date



For PLEMA
Lt. Ty Stelow
President, PLEMA

11/06/23
Date

ADDENDUM 'A'

TUITION REIMBURSEMENT *Tuition Reimbursement Guidelines*

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

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

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

c. Continuing employment with the County throughout the course period.

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

D. **ALLOWABLE EXPENSES** The program may reimburse you for your registration/tuition fees, books, special supplies unique to the course and/or laboratory fees. The program only pays for the first \$350 of covered expenses in any fiscal year. Expenses for mileage, meals, parking, routine supplies such as paper, binders, pencils, pens, etc. or other related items are not reimbursable under this program.

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

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