

MEMORANDUM OF UNDERSTANDING

Between

The County of Tulare and

Tulare County Professional Firefighter's Association (TCPFA),  
Affiliated with the International Association of Fire Fighters, Local 4757

Bargaining Unit 23

July 1, 2022 - June 30, 2023

Resolution No. 2022-0364 Agreement No. 30632

TULARE COUNTY  
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**MEMORANDUM OF  
UNDERSTANDING**Between the County of Tulare  
ANDTulare County Professional Firefighter's Association (TCPFA),  
International Association of Firefighter's, Local 4757  
(Bargaining Unit 23)**Article 1  
GENERAL PROVISIONS****1.1 PURPOSE**

It is the purpose of this Memorandum of Understanding to promote and provide for harmonious relations, cooperation, and understanding between the County and the employees covered herein; to provide for an orderly and equitable means of resolving any misunderstanding or differences which may arise under this Memorandum; and to set forth the full understanding of the parties reached as a result of good faith bargaining. The articles and provisions contained herein constitute a bilateral and binding agreement by and between the County of Tulare and the Tulare County Professional Firefighter's Association (TCPFA), International Association of Fire Fighters, Local 4757.

**1.2 RECOGNITION**

Pursuant to California Government Code Section 3500 - 3510 and the Tulare County Employment Relations Policy, the County of Tulare hereby recognizes the Tulare County Professional Firefighters Association, International Association of Fire Fighters, Local 4757, hereafter referred to as 'Union', as the exclusive representative for Bargaining Unit 23.

**1.3 TERM**

The parties to this Memorandum of Understanding hereby do jointly agree to and recommend for adoption by their respective principals the following agreement to be effective July 1, 2022, and to remain in effect through June 30, 2023, and from year to year thereafter, provided however, that either party may serve written notice on the other as provided for in Article 1.4, Renegotiation, of its desire to negotiate a successor agreement. It is further agreed that the signatures on this Memorandum of Understanding shall not bind either party until ratified by the Union membership and approved by the Board of Supervisors.

**1.4 RENEGOTIATION**

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

**1.5 SEVERABILITY**

If any provision of this MOU is declared by proper State or Federal legislative, administrative or judicial authority to be unlawful, unenforceable or not in accordance with applicable Tulare County rules or law, or inconsistent with other provisions of this MOU, or where such makes the adherence to such impossible, 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.

In addition, in the event any provision herein, as it may apply to any employee of the county subject to Section 19800 et seq. of the California Government Code, is determined by the Executive Officer

of the State Personnel Board to be in conflict with Local Agency Personnel Standards (Title 2. Administration Division 5 LAPS), such provision shall be null and void as regards those employees, and Local Agency Personnel Standards shall supersede and prevail.

### **1.6 FULL AGREEMENT**

It is understood this Agreement represents a complete and final understanding on all negotiable issues between the County and the Union. This Agreement supersedes all previous Memoranda of Understanding or Memoranda of Agreement between the County and the Union except as specifically referred to in this Agreement. All ordinances or rules covering any practice, subject or matter not specifically referred to in this Agreement shall not be superseded, modified or repealed by implication or otherwise by the provisions hereof.

Prior to the implementation of any changes to mandatory subjects of bargaining, the County shall comply with the Meyers-Milius-Brown Act (MMBA), except as otherwise provided by law. In the event any new practice, subject or matter arises during the term of the Agreement and an action is proposed by the County, the Union shall be afforded all possible notice and shall have the right to meet and confer, if required by law. In the absence of agreement on such a proposed action, the County reserves the right to take necessary action by management direction.

### **1.7 OMNIBUS PROVISION**

The Tulare County Personnel Rules, Administrative Regulations and Board of Supervisors' policies shall apply except where specifically modified by this memorandum of understanding.

- Personnel Rules Revisions, September 2021
- Employment Relations Policy Revisions, July 2017
- Information Technology Security Program (Theft and Mobile Devices), June 2017
- AB 2843 (Use of County form to opt out release of personal cell phone number), Sept. 2016

## **Article 2 DISCRIMINATION**

### **2.1 NON-DISCRIMINATION**

There shall be no discrimination against any person because of political affiliation, race, religion, creed, color, gender, sexual orientation, age, 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 or by the County.

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 TCPFA or to have TCPFA 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.

### **2.2 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 Union 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 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.

### **2.3 JOB RELATED INJURIES**

The County shall comply with all the laws governing Workers' Compensation and the provisions of 4850 of the California Labor Code.

### **2.4 REASONABLE ACCOMMODATION**

Administrative Regulation 25 is applicable to both industrial and non-industrial health conditions.

### **2.5 MEDICAL SEPARATION**

Medical separation shall be as set forth in Personnel Rule 6.11, or its successor.

## **Article 3 EMPLOYER AND EMPLOYEE RIGHTS**

### **3.1 MANAGEMENT RIGHTS**

After discussion and due consideration, the County and TCPFA 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, and 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 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 8.2. 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.

### **3.2 FIRE FIGHTERS PROCEDURAL BILL OF RIGHTS**

The County and employees covered by this Agreement shall adhere to the provisions of Government Code Sections 3250 through 3262, known as the Fire Fighters Procedural Bill of Rights, and as amended; and Government Code Sections 3300 through 3313 known as the Public Safety Officers Procedural Bill of Rights, and as amended, for its employees designated as Peace Officer by the Fire Chief.

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

### **3.3 PERSONNEL RULES AND ADMINISTRATIVE REGULATIONS**

The County and TCPFA agree to all Personnel Rules, Administrative Regulations, Departmental Policies, and other Policies adopted by the Board of Supervisors in effect as of the effective date of this agreement and acknowledge their applicability. The County will provide notice to TCPFA on any changes to the above items where meet and confer notice is required, in accordance with the applicable Government Code.

### **3.4 PERSONNEL FILES**

Employee(s), or a Union representative with the written consent of the employee(s), shall be entitled to review the contents of their County personnel file and any other formal file relating to their work performance at reasonable intervals, upon request, during hours when the Human Resources & Development Department is open for business. Such review shall not interfere with the normal business of the department.

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

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), or by the Human Resources Director, deemed to be inappropriate shall, upon written request from the employee, be sealed. The decision on whether a document is deemed

inappropriate and qualified to be sealed by the Human Resources Director shall be final and binding.

Upon an employee's request, a Memorandum of Counseling that is four years or older and that has not been used as a basis for any subsequent disciplinary action shall be immediately removed from an employee's official personnel file at Human Resources & Development and from any file at the Fire Department.

### **3.5 UNIT MEMBERSHIP**

The County shall exclusively provide the Union in writing, upon execution of this contract, and following each new employee orientation session, a list of all employees subject to this Agreement, of such employee's name, home address, home phone number, employee I.D. number, class, and job location, as applicable. This list will be forwarded to the Union for verification. The Union agrees to maintain the confidentiality of this information.

### **3.6 DUES AND OTHER DEDUCTIONS**

The Union may have the regular dues of its bargaining unit members deducted from their paychecks under the following procedures:

The Union 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 the Union and not to the County. The Union 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 the Union and not the County.

The Union 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. The Union 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 the Union 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 the Union 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 the Union 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. 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 the Union.

The Union 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 including claims for



or related to employee authorizations, revocations, deductions made, cancelled, or changed in reliance on the Union's representations and certifications regarding employee dues deduction authorizations.

This section of the MOU is not grievable.

### **3.7 WORK ACCESS**

Authorized Union paid staff and employee representatives shall be given access to work locations during working hours, (or during the shift of occurrence providing the employee representative conducting the investigation is off duty), to conduct grievance investigations and/or to observe working conditions, excepted as limited in Article 3.10.9 stemming from grievances or grievable complaints with the understanding that the time so spent will be devoted to the proper processing of complaints as specified in the grievance procedure. Furthermore, such Union paid staff and employee representatives shall have authority to reach a solution for the grieving party.

Union employee representatives agree to provide the department with reasonable advance notice when requesting access to work locations to conduct grievance investigations. The Union agrees to provide reasonable advance notice of such visitations but in no event less than 48 hours to the Department Head or his/her designated alternate in the event that the visitor is not a Union employee representative. Employer reserves the right to require that such visitors be escorted.

The County agrees to allow the Union 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 Union has represented members. The Union 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; or any content that would otherwise violate County policy. Material encouraging employee job actions shall not be posted. Posting must be on Union letterhead and bear the signature of an agreed upon Union representative. Postings must be sent to the Human Resources Director for review in advance of the posting. Authorized postings will be stamped by the Human Resources Department as soon as administratively possible and will be returned to the Union for posting. The Union agrees to limit the posting of such notices to its bulletin board space and shall bear responsibility for the content of the literature. Flyers approved for posting on bulletin boards, after approved by the Human Resources Department, shall be distributed by County Fire management. The County may reject or remove any and all postings which the Human Resources Director determines to be not in compliance with these requirements.

### **3.8 FACILITIES USE**

Upon request of the Union, the County shall provide use of County facilities outside of working hours, provided such space is available and the Union 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.

### **3.9 USE OF PHONES AND USE OF COUNTY EMAIL**

The Union agrees to abide by the County policies regarding use of county equipment, phones and other technologies. The use of phone for the purpose of returning or placing calls to management is allowed.

Employee representatives may use the County e-mail system exclusively and only for:

- The purpose of communicating with County management in the regular course of Union/County business.
- Communicating with County management to make arrangements to investigate or process grievances.

Management shall be responsible for communicating directly with employees engaged in grievances or discipline on behalf of the Union to arrange scheduling and release time as appropriate. Also to audit the use of employee representatives chargeable release time.

The Union acknowledges that there is no expectation of privacy in e-mail communications and that the County may monitor any Union e-mail used on the County's e-mail system or infrastructure for compliance with these authorized uses.

### **3.10 ORGANIZATIONAL RELEASE TIME**

The County will provide 84 hours annually for the President, Vice President(s) or other Officers or Directors of the Union of temporary time off with pay, not to exceed the total in the Bank of Hours (see Bank of Hours below), for the purpose of investigating grievances; disciplinary matters; employer/employee training; attending to organization training sessions; seminars; business meetings; elected board meetings; conventions and/or conferences. Sufficient advance notice will be provided to the Department so that release may be arranged. Release time for all of the above meetings shall be subject to the scheduling needs of the department.

#### **3.10.1 Bank of Hours**

In addition to the 84 hours the County provides as cited above, the Union may add to the bank of hours, an additional amount annually from voluntary donations of up to 8-hours maximum from each employee from that employees' accumulated vacation balance. Donations to the bank shall be made in August. Time in the bank shall continue for the duration of this agreement. However, at no time shall the accrued amount of hours in the time bank exceed the total of 84 (County provided hours) plus the number of employees in the unit times eight. For example, if there are 70 employees in the unit and each employee contributed 8 hours in August, the maximum amount of banked hours would be 644 hours (70 employees x 8 hours + 84 hours= 644 hours).

#### **3.10.2 Usage of the Union Leave Bank**

When a bargaining unit employee has received the appropriate approval to be absent from his/her scheduled shifts(s) to attend official organization training sessions, seminars, business meetings, elected board meetings, conventions and/or conferences, payment of the employee(s) covering for the shift(s), at the applicable regular or overtime rate, will be made, hour for hour, from the Union Leave Bank. The employee absent from work on union business shall receive pay for their regularly scheduled shift as such absence shall be recorded as paid union leave.

#### **3.10.3 Carry Over of Unused Hours**

If there are any unused hours in the Leave Bank at the end of the fiscal year, no more than 24 unused hours will carry over to the following year.

#### **3.10.4 Shift Coverage (including the 40 hour shift schedule)**

The Fire Chief or his/her designee shall decide how to backfill the position based on available staffing

including the authority to backfill with Extra-help Engineers, which may exceed the normal twelve (12) hour limitation for coverage. In the event Union Leave is sought at a time when there are inadequate hours in the leave bank to cover the leave, employees may seek a shift-trade or vacation in accordance with current policy and practice.

### **3.10.5 Release Time Log**

The Department will continue to maintain a log for the purposes of tracking the aggregate release time for employee representatives.

### **3.10.6 Employee Release Log**

Employee representatives shall record any Organization Release Time Bank Hours on their timesheet. Recording shall include all release time including grievance and disciplinary investigations (charged time); formal grievance and disciplinary processing (not charged time); mutually agreed to meetings with management and meet and confer sessions (not charged time); and attendance at Union sponsored events and other meetings attended at the discretion of the employee representatives (charged time).

### **3.10.7 Employee Representatives of the Union**

The Union shall be entitled to have a maximum of six (6) employee representatives, including not less than one (1) from each shift and including employee officers of the Union, to act as agents of the Union. The Union agrees to notify the County on a quarterly basis of the names of such employee representatives by shifts and location. Notification will be made to the Human Resources and Development Department and the Fire Department. The Fire Department will notify the Union of the appropriate management representatives in each shift to be contacted by the employee representative(s) in carrying out his/her duties.

### **3.10.8 Disciplinary Related Release Time**

The processing of a disciplinary appeal shall be considered County business with the aggrieved employee and the representative (if a County employee) receiving reasonable release from duty for this purpose without loss of pay.

### **3.10.9 Grievance Investigation**

A reasonable amount of time will be granted to the employee representative or Union paid staff to handle the investigation of a grievance and shall have the authority to reach a solution for the grieving party. The time used by an employee representative shall be charged to the bank of hours provided for herein. The parties agree that in handling grievances, the employee representative or Union paid staff will use only the amount of time necessary to handle the grievance. The parties also agree that the employee representative or union paid staff shall not handle the investigation of the grievance in a manner which promotes dissension and/or disruption in the workplace.

The parties further agree that in the event an employee representative is involved in investigating or processing a grievance the employee representative may not be named or otherwise involved in the grievance or discipline as a party or as a witness.

### **3.11 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 will supply TCPFA with the names, job titles, departments, work locations, work numbers, home 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, TCPFA will be given 10 days' notice of group orientation meetings, and a representative of TCPFA 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 TCPFA, 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 TCPFA representative they are dismissed. The TCPFA representative may then meet with the new TCPFA 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.

### **3.12 BARGAINING UNIT WORK**

In accordance with the MMBA, the County shall meet and confer with the Union regarding the transfer of bargaining unit work during the term of this agreement.

## **Article 4 COMPENSATION**

### **4.1 COMPENSATION ADJUSTMENTS**

Compensation adjustments shall be in accord with this MOU, Tulare County Personnel Rule 4, or its successor. Merit increases shall be in accordance with Personnel Rule 4.2.3 Merit Salary Adjustments and 4.2.4 Salary Anniversary Date, with the exception of the Duration of Merit/Step cited below.

A salary increase of 4% for all classifications in the unit beginning the first full pay period following approval by the Board of Supervisors, effective no sooner than July 3, 2022.

The County will provide a supplemental Cost of Living Adjustment (COLA) to all classifications in the bargaining group who are on payroll on the effective date of July 3, 2022 (pay period #15). The supplemental COLA will increase the hourly base wage rate by seven percent (7%). The supplemental COLA will be included in the July 26, 2022 paycheck.

#### **Duration of Merit/Step**

Newly hired employees and employees promoted to a new classification (except step 5 appointments) shall be eligible for a merit/step increases following twenty-six (26) pay periods of service. All classifications covered by this agreement shall be eligible to advance through each of the pay steps after having served twenty-six pay periods at each step until step 5 is reached. A qualified employee will become eligible to be considered for a Merit Salary Adjustment on their Salary Anniversary Date as provided in Personnel Rule 4.2.4 (Salary Anniversary Date). Adjustments (merits) shall not be automatic, but shall require the recommendation of the Department Head. Such recommendation shall be accompanied by a satisfactory performance evaluation. Compensation shall be in accordance with Tulare County Personnel Rule 4, or its successor.

#### **Salary Surveys**

If a salary survey is completed by the County and provided to the Union, it will include the criteria used to determine the total compensation.

## 4.2 OVERTIME

Overtime shall be paid in accord with Personnel Rule 4.3, or its successor, but specifically in accordance with the below:

1. **Bilingual Pay**: Paid at \$0.50 per hour using Standard hours in a pay period. Standard hours in a pay period for non-shift personnel is 80 hours.
2. **Overtime Premium**: Calculate the regular rate of pay for overtime premium using standard or scheduled hours in the work period.
3. **Holiday in Lieu (HIL)**: For shift personnel, include HIL in the regular rate of pay calculation for overtime premium.

### **DEFINITIONS: (these definitions are applicable throughout the MOU)**

#### **Periods:**

**Pay Period** – Every 14 days.

**Work period** – Refers to an established and regularly recurring period of work. Shift personnel shall have a 24-day work period. Non-shift personnel shall have a 7-day work period.

**“Hours actually worked”** – Includes hours classified as regular, overtime, or call back. It does not include non-working hours, such as holiday, sick, vacation, etc.

**“Scheduled or Standard Hours”** – Those hours that are recurring and fixed within the work period. Shift personnel have 182 scheduled or standard hours over a 24-day work period. Non-shift personnel have 40 scheduled or standard hours over a 7-day work period.

#### **Compensation:**

**Base Rate** – The rate paid to an employee per hour before additional pays and other types of pay are included.

**Additional Pay** – Additional means of compensation that an employee receives (e.g., bilingual pay, benefits tax, etc.) unless excluded by the Fair Labor Standards Act (FLSA).

**Regular Rate of Pay** – The rate used in the calculation for overtime premium. It is calculated by using the following formula:

$$\text{Base Rate} + \frac{\text{Lump sum of additional pays per work period}}{\text{Standard or Scheduled hours}} = \text{Regular rate of pay}$$

**Overtime Premium** – The base rate plus one-half of the Regular Rate of Pay. For shift employees, Overtime Premium is earned for each of the “hours actually worked” plus any vacation hours taken during the 24-day work period that exceed 182 hours.

For non-shift personnel, overtime premium is earned for each of the “hours actually worked” plus any vacation hours taken during the 7-day work period that exceed 40 hours. The formula is as follows:

$$(\text{Base Rate}) + (\text{Regular Rate of Pay} \times .5) = \text{Overtime premium rate}$$

Below is an example of the calculation for the regular rate of pay and overtime premium rate for a non-

shift personnel:

- Work period = 7 days
- Standard or Scheduled Hours = 40
- Overtime Premium Hours = 5
- Base Rate = \$10
- Lump Sum Additional Pay Per Work Period = \$20
- $\$10 \text{ Base Rate} + \frac{\$20 \text{ lump sum additional pay per work period}}{40 \text{ Standard or scheduled hours}} = \$10.50 \text{ Regular rate of pay}$
- $(\$10 \text{ Base Rate}) + (\$10.50 \text{ Regular Rate of Pay} \times .5) =$
- $\$10 + \$5.25 = \$15.25 \text{ Overtime premium rate}$
- $\$15.25 \text{ Overtime premium rate} \times 5 \text{ Overtime premium hours} = \$76.25$

Shift personnel shall be eligible for overtime when hours actually worked plus vacation hours exceed 182 hours in a 24-day work period, or other work period established by the County in accord with the 207k exemption set forth in the Federal regulations interpreting FLSA for non-exempt hourly employees. Overtime hours shall be compensated at the overtime premium rate, as illustrated above.

Compensatory time off (CTO) shall not be authorized for shift personnel. For non-shift personnel assigned to a 40-hour shift, such employees may select either CTO or cash payment for overtime hours. Once an employee has reached eighty (80) hours of CTO, any additional overtime hours incurred shall be paid out in cash at the overtime premium rate, as illustrated above.

Overtime work will be in accordance with the Fire Department's Standard Operating Guidelines #607.

#### **4.3 EDUCATION INCENTIVE**

Certification Pay: Employees who possess a Fire Officer Certification will receive an additional \$40 per pay period (\$1,040 annually).

#### **4.4 TUITION REIMBURSEMENT**

Employees shall be eligible to receive tuition reimbursement for classes taken which are designed to improve their ability to accomplish job skills as outlined in the Department's Job Description. Such reimbursement shall be subject to Administrative Rules and Procedures established by the Human Resources Department and shall not exceed three hundred fifty dollars (\$350) per fiscal year, per employee. Any requests for tuition reimbursements must be submitted from July 1<sup>st</sup> - April 30<sup>th</sup>.

#### **4.5 COMPENSATION FOR ACTING POSITIONS**

Employees who work out of classification will be entitled to an additional five percent (5%) of their base rate for qualifying hours, upon assignment, for the duration of such assignment. If overtime is earned during this time, the additional 5% shall also be applied to the base rate portion of the overtime premium rate. Eligibility is subject to the Fire Chief's approval.

Such pay for acting positions shall be included on the employee's paycheck and paid in accordance with those procedures administered by the Auditor Controller. 40-hour personnel shall be eligible for Acting Pay per Personnel Rule 4, or its successor.

An employee is eligible for out of classification assignment when he/she is on a current or previous promotional list for the classification in which the out of classification assignment is to occur. Out of classification assignments will act one rank up only (e.g. FAE to Lieutenant, Lieutenant to Captain, or Captain to Battalion Chief). An out of classification assignment will generally not exceed 12 consecutive months. The Fire Chief reserves the right to extend an out of classification assignment based on operational needs.

#### **4.6 CALL BACK TIME**

Call back pay shall be as set forth in Personnel Rule 4.5 or its successor.

#### **4.7 ON-CALL PAY**

Qualifications for on-call time and pay shall be in as set forth in Personnel Rule 4 or its successor. The amount shall be ten percent (10%) of the hourly wage  $10\% \times (\text{Base Rate} + (\text{Lump sum of additional in pay period} / \text{Scheduled hours in 14-day pay period}))$  and payable only for on-call hours. While On-Call, employees must respond in their County vehicle within sixty (60) minutes of being contacted. As such, employee must refrain from alcohol consumption while On-Call. On-call pay shall be effective upon ratification of this Memorandum of Understanding by the Board of Supervisors

#### **4.8 BILINGUAL PAY**

Employees will be paid an additional \$.50 (fifty cents) per standard hour in the pay period as bilingual pay if they take and pass the County's Spanish or Southeast Asian verbal skills test and one of two other Spanish test components to be determined by the County on a case-by-case basis. The County will cease bilingual pay for any employee who refuses to use bilingual skills when requested to do so by the County.

#### **4.9 UNIFORM ALLOWANCE**

The County Fire Department will provide the initial uniform to new employees. Effective July 1, 2022 employees may be reimbursed up to \$900.00 per fiscal year for new uniforms. Reimbursement requests must be submitted to the Fire Department by April 30<sup>th</sup> in order to be paid for the current fiscal year. The Fire Chief, after considering input from the Standards Committee, will determine acceptable uniforms and method of reimbursement. The department will add to the SOG approved brands of structure turnout, wild land and station boots, all types of flashlights, as well as structural, wild land, and auto extrication gloves which may include wildland accessories (i.e. wildland packs, sleeping bag, water bottles, cots) to the list of acceptable items for reimbursement under the Uniform Allowance. The SOG will require that equipment purchased by the employee will meet current specifications (as of 2019, NFPA). It will be the employee's responsibility to maintain safe and functioning work uniforms and safety equipment. Exceptions may be made for replacement of uniforms damaged in the line of duty at the discretion of the Fire Chief. Should an employee covered by this agreement leave the Department or be off work in excess of six (6) months on a leave of absence or six (6) months on "4850" leave of absence (if permitted by law) his/her uniform allowance shall be pro-rated on a pay period basis ( $\$900.00 \text{ divided by } 26 \text{ pay periods} = \$34.61 \text{ per pp}$ ).

#### **4.10 PROPERTY REPLACEMENT**

Employees who lose or damage property used in the course and scope of their County employment may submit a claim for reimbursement through the normal administrative procedures set forth in Board Resolution # 2003-0851, which is administered through the Risk Management division.

#### **4.11 PAYROLL ERRORS**

##### **A. SHORTAGES**

A correction by the Auditor's Office to cover shortage errors in employee's paycheck, after written notification of the discrepancy to Auditor's Office shall be provided to employees on the next

pay check if the amount is under \$150 and 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 within the same number of pay periods in which the error occurred.

#### C. DIRECT DEPOSIT

Employees will be required to receive their paychecks via direct deposit to a checking or other similar account at a financial institution.

#### 4.12 EMERGENCY MEDICAL TECHNICIAN RE-CERTIFICATION

The County will pay the re-certification cost [the fee charged by CCEMSA for the certificate] for current and future employees every two (2) years.

### **Article 5 BENEFITS**

#### 5.1 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 memorandum of understanding.

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 3500 – 3510 have been complied with and approved by the Board of Supervisors.

#### 5.2 HEALTH BENEFIT PLAN

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.

During the term of this agreement, the Union shall be limited to participation in the County health benefits program.

##### A. Benefit Amount

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



For Health Plan Year 2023, 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 \$1,000 deductible employee-only medical, dental, vision, and \$40,000 life insurance coverage (plus a \$10,000 Line of Duty benefit), will have that benefit amount increased to an amount sufficient to pay for the premium charged for the \$1,000 deductible employee-only medical, dental, vision, and \$40,000 life insurance coverage. Any increase to the benefit amount will coincide with any premium increase for the Health Plan Year 2023. The minimum benefit amount for Health Plan Year 2022 is \$342.69.

Health Plan Year 2022			
<u>EE Only</u>	<u>Employee + Child(ren)</u>	<u>Employee + Spouse</u>	<u>Family</u>
\$342.69	\$537.95	\$560.31	\$725.85

Commencing with the Health Plan Year 2023, the County will increase the amount paid to the Employee + Family coverage level by \$50.00 per pay period, which is shown below:

Health Plan Year 2023			
<u>EE Only</u>	<u>Employee + Child(ren)</u>	<u>Employee + Spouse</u>	<u>Family</u>
\$342.69	\$537.95	\$560.31	\$775.85

All employees who validly waive participation in the County’s health insurance coverage shall receive a cash-in-lieu of medical benefits in the amount of \$1,000 per year or \$41.67 per pay period over 24 pay periods.

Effective January 1, 2022, all employees who waive the County’s health insurance coverage will receive zero (\$0.00) for cash-in-lieu of medical benefits. This applies to all new waivers beginning with Health Plan year 2022.

Employees who validly waived the County’s health insurance coverage as of December 31, 2021, will be grandfathered and continue to receive the cash-in-lieu of medical benefits in the amount of \$1,000 per year or \$41.67 per pay period. If the grandfathered employee elects to enroll in the County’s health insurance plan, they will receive the corresponding benefit amount for the tier selected. In the event this employee later elects to waive coverage, they will receive zero (\$0.00) for cash-in-lieu of medical benefits.

The employee may choose the level of each benefit that best fits the employee's needs, subject to provider contacts. Some benefits will require minimum participation. Employees will not be allowed to make changes in the provider or level of coverage except at open enrollment or as allowed by the County's Summary Plan Document for the Tulare County Section 125 Benefits Plan.

**B. Eligible Opt Out Arrangement**

Subject to the above limitations, Employees who are eligible may elect to waive enrollment in the County's health insurance coverage in any given Plan Year. Employees who are eligible and 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 are eligible and 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.

Those Employees who are eligible may retain eligibility to receive the 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 Tulare County, one may elect to be covered as a dependent of his/her spouse/partner and drop his/her individual health insurance coverage regardless of bargaining unit without a corresponding reduction in the cash-in-lieu of medical benefits.

2. Employees who can provide written evidence satisfactory to the County Human Resources Department showing that they are covered pursuant to paragraphs "a" through "d" and who satisfy the requirements of paragraph "e" 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.
- d. As a Medicare recipient.
- e. Enrolled in Medicaid.
- f. Employees in this unit are required to maintain the base Life Insurance Policy (currently at \$40,000 plus a \$10,000 Line of Duty benefit) through the Employee Benefit Plan.

3. Employees who fail to provide adequate supporting documentation to prove they have met one or more of the qualifying "opt out" provisions or who falsify documents in an effort to fraudulently meet the qualifying opt out provision(s) shall be subject to discipline up to and including termination. Submitting fraudulent documentation may result in termination and may result in criminal prosecution.

4. Employees who opt out of the health insurance and meet the requirements of paragraph B.1 or B.2 above will have the cash-in-lieu of medical benefits added to their taxable wages.

5. 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.

6. 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.

### C. Health Plan Design Review

During the term of this agreement, the County and the Union agree to meet along with the other employee organizations (as they choose to participate), to identify and review all reasonably

available large group health plan options for the following plan year.

All parties, including the County and the Union, will freely exchange ideas, concerns and constraints so that the resultant recommendation will represent the best efforts of those parties. The County and TCPFA will make a good faith effort to participate fully and to reach a consensus on a health plan recommendation to the Board of Supervisors. Should this process not result in a consensus recommendation, all final recommendations will be presented to the Board of Supervisors.

D. Employees shall become eligible to receive their flex benefit amount or cash-in-lieu of medical benefits on their fourth (4th) paycheck after commencing employment with the County.

E. Coverage becomes effective the first day of the month following 30 days of employment.

### **5.3 RETIREMENT**

The County shall provide a defined benefit plan commonly called the 2% at age 50 retirement program administered pursuant to the 1937 County Employees Retirement Act and integrated with Social Security. Employer contributions shall be paid by the County and employee contributions shall be paid by the employee in accord with rates established by the Tulare County Employees' Retirement Association.

#### **5.3.1 DEFERRED COMPENSATION MATCH**

The County will contribute up to \$1,500 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 \$1,500 in a calendar year, effective January 1, 2018.

Commencing January 1, 2023 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.

### **5.4 SICK LEAVE**

Sick Leave usage and pay shall be as set forth in Personnel Rule 6.7 or its successor except as provided hereafter:

Covered employees shall accrue sick leave at a rate of 0.0462 hours for each scheduled hour in the pay period. Scheduled hours in a pay period for non-shift personnel is 80 hours. Should an employee on a shift schedule move to a 40-hour assignment, the employee's accrued sick hour balance shall be converted to the 40-hour equivalent. This conversion shall work in reverse for employees coming from a 40-hour assignment and going to a position pursuant to the 207k exemption.

#### **5.4.1 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, or its successor, with the exception of the following: 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 Employee's Retirement System may elect to initially receive compensation in an amount up 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 (and up to three- hundred fifty (350) hours for Bargaining Unit 23 Fire Officers that are on a 24-day work period).

## 5.5 VACATION LEAVE

The hours accumulated, entitled, and maximum accrual limit per Personnel Rule 6.8 shall be applicable to all employees, with the following exception: FLSA covered employees who work a duty schedule pursuant to the 207k exemption shall accrue vacation in accordance with the table in Addendum A.

Beginning August 1, 2011, when an employee moves from a shift assignment pursuant to the 207k exemption to an administrative 40 hours per week assignment, any accrued/unused vacation time/hour balance will not be reduced. If the result of this action places the employee's vacation hours' balance above the applicable vacation accrual cap, the employee will retain such accrued vacation hours but will not be able to accrue any additional vacation hours until their balance falls below the vacation accrual cap (Shift employees 420 hours and Non-Shift employees 300 hours).

No single absence request shall exceed a maximum of two consecutive weeks' vacation leave and for each shift employee, two forty-eight (48) hour consecutive shifts of vacation leave, providing he or she has sufficient vacation/annual leave credits to cover the period of absence.

The Fire Chief shall be responsible for establishing an annual vacation schedule by December 1 of each year utilizing the fire department (Inter-departmental) Seniority List described within this MOU. The Annual Vacation List shall be based upon received written requests from employees within Unit 23 in Seniority order within each represented classification. Vacation Requests should be received no later than November 1 of each calendar year for the next calendar year. The Chief may delegate this responsibility to any level of the organization (Division, Battalion, or Station, etc.). Departmental seniority shall prevail in case of conflicts.

Upon request, the Department will provide a vacation seniority list. Department will provide a list by classification and date hired or promoted to the current classification of each employee represented by the Association. The Association will give the Department at least a two week notice in requesting this list and it shall be provided once in a 12-month period. Vacation preference will be based on seniority in classification.

The department's approved Annual vacation schedule shall be published by December 1 of each year. Anyone failing to submit their requested vacation leave schedule by November 1 shall lose the opportunity for consideration based on seniority for that year's schedule.

Vacation schedules shall be devised to avoid employees exceeding the maximum allowable vacation credits as set forth in Personnel Rule 6.8, subject to the adjustment factors described above. Employees may submit vacation requests after November 1 for the next calendar year, on a first come, first served basis.

Effective July 1, 2020, a maximum of four (4) employees shall be granted vacation leave time off per 24-hour shift. During annual vacation request period, in the event duplicate requests total more than four (4) requests submitted by Fire Captains, Fire Lieutenants and Fire Apparatus Engineers, the single (1) most senior Fire Captain, two (2) most senior Fire Lieutenant and the single (1) most senior Fire Apparatus Engineer shall be awarded the time off. An employee that wishes to cancel any vacation request that has been approved, they shall call the on-duty Battalion Chief and the scheduling station and inform them of the cancelation, followed up with an email memorializing the cancelation.

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 Fire Chief shall notify the Human

Resources Director in a manner as prescribed by the Human Resources Director. The Human Resources Director may grant an extended period of time subject to the presentation of a plan to reduce the vacation balance to level acceptable to the Fire Chief within 60 days. During this period, the employee will be allowed to continue to accrue vacation above the limit set forth in rule 6.8.

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.

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.

The department will establish a Standard Operating Guideline for the scheduling of vacation. The parties agree to meet and confer on the application of seniority to the scheduling of vacation leave.

## **5.6 HOLIDAYS**

Holiday Leave usage and pay shall be in as set forth in Personnel Rule 6.6 or its successor except as provided hereafter:

Employees working a 24-day work period shall receive 96 hours of holiday pay at their base rate annually. These additional pay hours will be prorated and the value of these hours included in employees' paychecks every pay period. The additional pay is calculated by multiplying the employee's base rate by 96 hours and then dividing that amount by 26 pay periods. This pay will be included in the regular rate of pay calculation for all overtime hours worked.

For employees working a 24-day work period, commencing with pay period 15 (which starts on July 3, 2022), the Juneteenth Holiday hours (eight hours) will be added to the Holiday Hours currently being compensated. Employees working a 24-day work period shall receive 104 hours of holiday pay at their base rate annually. These additional pay hours will be prorated and the value of these hours included in employees' paychecks every pay period. The additional pay is calculated by multiplying the employee's base rate by 104 hours and then dividing that amount by 26 pay periods. This pay will be included in the regular rate of pay calculation for all overtime hours worked.

For employees working a 24-day work period, they shall receive a one-time lump sum gross payment (minus taxes and deductions) for the 2022 Juneteenth Holiday at an employee's base rate of pay times eight (8) hours, to be earned in pay period 14 (which includes June 19, 2022), with a pay date of July 12, 2022.

Time worked on a Holiday shall continue to count as time worked for overtime purposes. Employees working a 40-hour shift are not entitled to holiday pay as indicated above.

## **Article 6 SCHEDULES**

### **6.1 HOURS WORKED / ALTERNATIVE WORK SCHEDULES**

#### **Station Work Cycle**

The work cycle shall consist of three (3) shifts each, averaging fifty-six (56) hours per week, with two (2) consecutive twenty-four (24) hour shifts on duty, then four (4) consecutive days off repeating thereafter commonly known as a "48/96" (X=on duty; O=off duty: XXOOOOXXOOOOXXOOOO).

**Other Alternate Work Schedules**

Employees who are assigned to a forty-hour work week schedule will work Monday through Friday. The time the employee begins and ends their workday will be mutually agreed to by the employee and Fire Chief. Both required breaks and lunch breaks will be considered when determining the employees daily work hours.

An employee who is assigned to a forty-hour workweek may, upon mutual agreement with the Fire Chief, work four-ten (4/10) hour days or a nine-eight-eighty (9/8/80) workweek.

An employee who is assigned to a Station schedule may be temporarily assigned to a forty-hour work-week for training, special detail, or light duty due to an injury. The employee's base rate will be changed to a forty-hour equivalent during the time the employee's schedule is temporarily assigned to the forty-hour work week.

**6.2 SHIFT TRADES**

Traded work hours shall be in accordance with SOG #608 Trade Time.

**6.3 LISTS**

The valid term for eligibility lists for employment shall be as set forth in Personnel Rule 5, or its successor.

**6.4 TRANSFER POLICY**

Transfers shall be as set forth in Personnel Rule 10, or its successor in accordance with the following:

Employees desiring to trade work locations (Classification for Classification only), may submit a trade request in accordance with Personnel Rule 10.3.1.2 and SOG-611 Trading Work Locations. The petitioning employees shall fully explain their reason(s) for their work location trade request. The Fire Chief or designee will evaluate the requests and make a decision based upon the overall operational needs of the department. If the requests are granted, it is expected that the transferring employees shall be committed to their new work locations for a period of no less than two (2) years, however, an employee may request another trade within the two (2) year period subject to departmental approval. If a trade is denied, and if requested, the department agrees to contact the employee to provide the reason(s) for the denial. However, if at any time an operational need arises that requires of one or both of the employees that previously traded, the Fire Chief reserves the right to transfer such employees.

Within fifteen (15) calendar days of his/her request an involuntarily transferred employee will be given a written statement of the reason(s) for the transfer.

Except in an emergency, an employee who is permanently, involuntarily reassigned anywhere more than 20 miles from his/her assigned permanent work location shall be given a minimum of two-weeks' notice. The County shall reimburse the employee at the current County mileage rate for the first two weeks of the reassignment. Said reimbursement shall be for the shorter of the most direct route from either his/her previous work location or his/her residence to the new permanent work location.

**Transfer Request**

When a position becomes available, an email notice will be sent to all Employees. The notice shall include the Station location and classification of the opening. Personnel wishing to be considered for transfer will have six (6) days from the date of the email to respond. All requests will be emailed to the Operations Division Chief along with a Transfer Request form. The Division Chief will then review the applicant(s) for the open position. After reviewing the applicant(s), The Division Chief will make the

selection based on the following criteria in this order: time at current work location, time in rank, and seniority in Department. The Division Chief will then confer with the Fire Chief prior to making the final decision. All subsequent vacancies will be filled using this same method.

## **6.5 OTHER LEAVES**

Other Leave usage and pay shall be in as set forth in Personnel Rule 6.6 or its successor, except as provided hereafter:

Except for Family Care Leave wherever a number of hours is used to describe the length of the leave, such hours shall be adjusted by for employees on a 24-day work period.

Where leaves are expressed in unspecified times, such as court leave, or calendar days or pay periods, such periods of time shall apply equally to shift hour personnel and 40hour personnel.

## **6.6 FIRE CAPTAIN ROTATION INTO FIRE CAPTAIN- ADMINISTRATIVE ASSIGNMENTS**

### Fire Administrative Captain (Prevention Captain)

As of July 1, 2017, a Fire Prevention Captain shall commit and remain in this assignment for a minimum of 3 years and a maximum of 5 years, or until at least one Captain has a minimum of 2 years of experience in the division. However, an employee may transfer from the Prevention Division into the Training Division but may not exceed 7 total years as an administrative Captain. This timeframe will not prohibit the employee from promotion or discipline which may result in demotion or a change in work classification or location. This is necessary due to the extensive amount of training and experience that is necessary to properly evaluate the cause/origin of fires, investigation techniques, and Fire Prevention Activities.

The Fire Chief maintains the right to change the duration of assignment for the affected employee due to hardship or operational need.

### Fire Administrative Captain (Training Captain)

As of July 1, 2017, a Fire Training Captain shall commit and remain in this assignment for a minimum of 3 years and a maximum of 5 years, or until at least one Captain has a minimum of 2 years of experience in the division, however. An employee may transfer from the Training Division into the Prevention Division but may not exceed 7 total years as an administrative Captain. This timeframe will not prohibit the employee from promotion or discipline which may result in demotion or a change in work classification or location. This is necessary due to the extensive amount of training, and experience that is necessary to properly evaluate on going changes in laws and job performance requirements.

The Fire Chief maintains the right to change the duration of assignment for the affected employee due to hardship or operational need.

Fire Administrative Captain Duty Assignment (Prevention and Training):

### Administrative Captain duty assignments that commence on or after April 1, 2022:

Any field Captain that commences an Administrative Captain duty assignment will have their field Captain hourly pay rate converted to an equivalent 40-hour pay rate, will switch from a 24-day work period to a 7-day work period, and will receive a 5% additional pay. The 5% additional pay will remain in place for the duration of the Administrative Captain assignment only (except it will be temporarily suspended when assigned to field shift work in/out of County). Any temporary long-term assignments to field shift work duty will result in the work period being changed from a 7-day work period to a 24-day work period.

Administrative Captain duty assignments that commenced on or prior to March 31, 2022:

Administrative Captains that commenced their Administrative Captain duty assignment on or prior to March 31, 2022 will retain their current hourly pay rate. Commencing July 1, 2023, an Administrative Captain temporarily working field shift work in/out of County will have their hourly rate of pay converted to the field Captain hourly pay rate for the duration of the temporary field shift work assignment. Any temporary long-term assignments to field shift work duty will result in the work period being changed from a 7-day work period to a 24-day work period.

## **Article 7 SAFETY**

### **7.1 SAFETY EQUIPMENT**

All safety equipment issued by the Department shall comply with applicable safety standards and shall remain the property of the County and shall be returned to the County upon request or upon the employee's separation of employment.

### **7.2 VEHICLE OPERATION AND EMPLOYEE TRAVEL**

Vehicle operation and employee travel shall be as set forth in Personnel Rule 15, Administrative Regulation 1, or their successors.

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 Personnel Rule 15.1.4. and Administrative Regulation 1.

When traveling on out-of-county required training the department will arrange for advance payment or reimbursement at the discretion of the department.

### **7.3 OUT OF COUNTY ASSIGNMENTS**

The County of Tulare will recognize the important need for sleep and rest for all Fire Department personnel assigned to major incidents in or out of county in regards to liability purposes. The County will comply with all California Department of Transportation regulations to ensure that all driver operator(s) of County fire equipment meet and satisfy such regulations while committed to long term assignments. It shall be at the discretion of the Fire Chief to provide such lodging and accommodations as he determines to be appropriate for the then present circumstances and conditions.

## **Article 8 PROCEDURES**

### **8.1 DISCIPLINE**

Disciplinary action and employee rights accruing there under shall be as set forth in Personnel Rule 12, or its successor, in accordance with the Firefighters Procedural Bill of Rights.

### **8.2 GRIEVANCE PROCEDURE**

Grievances shall be administered as set forth in Personnel Rule 13, or its successor.

### **8.3 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.

In accordance with Personnel Rule 11.2.5 Displacement Policy, a current class series for fire officers consists of the following classifications: Fire Captain, Fire Captain-Administrative, Fire Lieutenant, and Fire Apparatus Engineer. Fire Battalion Chiefs in Unit 19 are eligible to displace subordinate positions in Unit 23 if they are otherwise subject to layoff and have county-wide seniority over a position incumbent in the class to which they otherwise are qualified to displace. An employee exercising the displacement option in accordance with this rule shall not be subject to the requirement of previously holding regular appointment status in the lower classification. All other provisions of Personnel Rule 11 apply.

#### **8.4 PROBATIONARY PERIODS**

Probationary Periods shall be in accord with Tulare County Personnel Rule 18 and standard Operating Guidelines #615 Probationary Process, with the following provision: The probationary period for all classifications covered under this agreement shall be twenty-six (26) pay periods.

#### **8.5 MEETINGS WITH THE FIRE CHIEF**

The Fire Chief and/or Staff members designated by the Fire Chief, along with the representatives of the Union, shall strive to meet as needed quarterly to discuss topics of mutual concern. Meetings may be called by either party.

#### **8.6 ERRORS OR OMISSIONS**

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

#### **8.7 SWIFT WATER STAFFING AND TEAM ASSIGNMENTS**

During the term of this MOU, the County and TCPFA agree to meet and confer concerning the establishment of a rotational program that allows for the selection of swift water team members and operational swift water staffing in order to build a fair and equitable opportunity for all qualified personnel.

### **Article 9 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 bases 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. 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.
3. 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.

**Article 10**  
**REOPENER REGARDING HAZARDOUS MATERIAL TEAM**


Only if and after the Department creates a hazardous material team, upon written notice by the County, reopen to discuss potential certification pay. This reopener does not mandate the County to reopen and sunsets upon expiration of the MOU term June 30, 2022.

**Article 11**  
**REOPENER REGARDING CANINE**

Only if and after the Fire Chief assigns an actual canine to an employee, upon written notice by the County, reopen to discuss new Article in MOU re canine handling and care. This reopener does not mandate the County to reopen and sunsets upon expiration of the MOU term June 30, 2022.

  
\_\_\_\_\_  
For TCPFA

4 MAY 2022  
Date

  
\_\_\_\_\_  
For Tulare County

5/9/2022  
Date

**Addendum A:**

**Vacation Leave Entitlement/Accumulation: (accrual rates may vary due to rounding)**

For regularly scheduled hours:

Years of Service	Accrual Rate Per Hour
0-3	0.03846
3-7	0.05769
7-11	0.07692
Over 11	0.09615

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