

MEMORANDUM OF UNDERSTANDING

Between

County of Tulare

and

Service Employees International Union, Local 521

(Units 1, 3, 4, 6, & 7)

August 1, 2012 – June 30, 2014

**TULARE COUNTY
HUMAN RESOURCES AND DEVELOPMENT DEPARTMENT
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**ARTICLE 1
RECOGNITION**

This Memorandum of Understanding (MOU), hereinafter referred to as "MOU", is entered into between the COUNTY OF TULARE, hereinafter referred to as the "County", and Service Employees International Union, SEIU LOCAL 521, hereinafter referred to as the "Union". This MOU incorporates by this reference all appendices and/or side letters attached.

Pursuant to California Government Code #3500 - 3511 and the Tulare County Employment Relations Policy, the County of Tulare, hereby, recognizes SEIU, Local 521 as exclusive representative for the established Bargaining Units identified herein:

Unit 1 - Clerical and Related

Unit 3 - Technical & Vocational

Unit 4 – Social Services

Unit 6 - Health Services

Unit 7 - Supervisors & Staff Management

The County agrees that the Union also, represents all benefited, occupied, allocated positions of less than 1.0 Full-Time Employee (FTE) in the above identified units. The Union agrees that no extra-help positions are represented.

**ARTICLE 2
PURPOSE**

Inherent in the relationship between the County and its employees is the obligation of the County to continue to deal justly and fairly with its employees and of the employees to continue to cooperate with their fellow employees and the County in the performance of their public service obligation.

It is the purpose of this document 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 MOU; and to set forth the full understanding of the parties reached as a result of good faith bargaining.

**ARTICLE 3
MANAGEMENT RIGHTS**

Among the County's management rights are the right to operate and direct the affairs of the County in all of its various aspects, including, but not limited to:

- The right to direct the working forces; and/or
- To plan, direct and control all operations and services of the County; and/or

- To determine the methods, means, organization and number of personnel by which such operations and services are to be conducted;
- To assign and transfer employees;
- To schedule working hours and to assign overtime;
- To determine whether goods or services should be made, purchased contracted for; and/or
- To hire, promote, demote, suspend, discipline, discharge or relieve employees due to lack of work or other legitimate reasons; and/or
- To make and enforce reasonable rules and regulations;
- To have a single set of uniform rules and regulations applying to all its employees; and/or
- To change or eliminate existing methods, equipment or facilities;

ARTICLE 4 CONTRACTING OUT

The County agrees to notify the Union of its intent to issue request for proposals and/or request for quotes for the contracting of the performance of County services when those service are currently being performed by incumbents of classifications covered by this MOU. This notification shall be provided as soon as practicable with the goal of providing ten (10) days notice prior to the dissemination of an RFP and/or RFQ. This notice shall not apply to existing contracts or the periodic renewal thereof. RFP's and RFQ's not requiring advance approval from the Board shall not be covered by this provision.

The County will meet and confer with the Union as required by law.

ARTICLE 5 COMMUNICATIONS AND WORK ACCESS

Bulletin Boards and Communications

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 shall 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. 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. The County may reject or remove any and all postings which the Human Resources Director determines to be not in compliance with these requirements.

The County agrees the Union can post materials that bear the official letterhead and/or logo, provided that at such time that a posting is removed in accord with this article, the following procedure will be reinstated.

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.

Orientation Presentation

A factual presentation of the rights and responsibilities of employees shall be presented by the County in each new employee orientation session. This shall include the naming of the certified representative of each bargaining unit. The Human Resources & Development department will supply the Union with the names and work locations of each new employee as soon as administratively possible.

The Union will be given reasonable advance notice of group orientation meetings and a representative of the Union 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 SEIU, then the representative would like to speak with them after the orientation. After such introduction and announcement, the HR&D representative shall announce that the formal orientation is concluded and that if they are not meeting with a Union representative they are dismissed. The SEIU representative may then meet with the new SEIU 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. This is a pilot program and as such it shall be in effect for the term of this agreement.

Work Location Access

The County agrees to allow authorized Union staff access to those employee lunch rooms which are used by employees in Units represented by the Union. A lunch room is defined as a specific space designated by the County for employees to take their meal break. Unofficial lunch rooms, rooms used by employees but not designated as lunch rooms are not lunch rooms for the purposes of this article. For County departments which have secured or safety sensitive locations, the County will provide alternative meeting locations. Lunch room access shall only be before and after work and during designated lunch periods and shall be for the purpose of disseminating information to and servicing represented employees. Such access shall not be used to promote or encourage job action(s). The Union shall provide the Human Resources & Development department with a list of authorized names at least five (5) days prior to the representatives' date of desired access in order to ensure departmental notification.

Authorized Union representative access to work locations for the purpose of investigating grievances as prescribed herein. The County agrees to provide a current listing of work locations and scheduled lunch times for employees represented by the Union.

ARTICLE 6 EMPLOYEE ORGANIZATION TIME OFF

Meetings with Management

The Human Resources and Development Department (HRD) will represent the County in all meetings between Union Employee Representatives and the County addressing labor-management issues except when the Human Resources Director delegates such representation to departmental representatives. When a meeting is with the Human Resources Department, HR&D may ask management representatives of individual departments to attend in order to address issues specific to those Departments. The Union may request through HR&D that management representatives of individual departments attend. Such meetings may be requested by either party and shall be subject to mutual agreement of the parties.

The County and the Union agree that except in emergencies, meetings between the Union and County management will be arranged at least one week in advance and in no case later than two weeks. The HR&D Department will arrange for the Employee Representatives' release time including a reasonable amount of travel time with affected department management.

Number for Release

The Union shall notify the HR&D Department of the Union Employee Representatives, not to exceed of total five (5) employees it desires to have released. The Union may also request participation by a management representative from an affected department, if any.

Employee Organization Time Off

The President or Vice President(s) or other officers, or directors, stewards; hereafter called Union Employee Representatives, may upon written request of the organization, be granted temporary time off with pay not to exceed a total of thirty-five (35) hours times the number of Units covered by this agreement per fiscal year. Such time may be used for any union business except the investigation of grievances. Sufficient advance notice shall be provided to the Human Resources Director so that release time may be arranged with the affected department(s).

Union Employee Representatives

The Union shall be entitled to have a maximum of thirty (30) Union Employee Representatives, including the above-cited employee officers of the Union, to act as agents of the Union. The Union agrees to notify the County of the names of their Union Employee Representatives by Department/Agency and by location at the beginning of each contract year and on a continuous basis as new Union Employee Representatives are selected. Notification shall be made to the Human Resources and Development Department. The HR&D Department shall notify the Union of the appropriate management representatives in each Department to be contacted by the employee representative(s) in carrying out his/her duties.

Only the thirty (30) Union Employee Representatives so designated pursuant to this section shall be recognized by the County to represent the Union in its dealings with the County.

The union may use any title or designation including Steward or Chief Steward for the Union Employee Representatives authorized under this section. The Union agrees that the County may rely upon representations, written or oral, made by any such Steward, Chief Steward or Union Employee Representative as an official communication or position of the Union.

Successor MOU Negotiations Release

The Chapter President, Chapter Secretary, and one employee from each of the units that SEIU represents shall be part of SEIU's successor MOU negotiations group. Upon commencing negotiations, SEIU may provide the County with the names of two (2) alternate employees that may participate if any members are absent. The County will provide a reasonable amount of time for employees to travel to and from the negotiations meetings.

Grievance Release Time – Investigation

The Union will be allowed a maximum of twenty-four (24) hours annually to investigate grievances and/or to observe working conditions stemming from grievances. Designated Union Employee Representatives may receive up to a maximum of two (2) hours of release time per grievance for investigative purposes, based on the twenty-four (24) hour annual limitation.

The Union Employee Representative will secure advance approval from his or her supervisor to conduct a grievance investigation in accord with this section. The supervisor, having first verified through HR&D that a balance of release time is available may then grant the request and shall thereafter confirm the actual time

used, document and report as directed by HR&D. The request for such release time shall not unreasonably be withheld, provided however, operational necessity is grounds for not approving such requested release time.

The Union agrees to provide reasonable advance notice of grievance investigation visitations but in no event less than 72 hours to the Department Head or his designated alternate. The County reserves the right to require that such visitors be escorted. For County departments which have secured or safety sensitive locations, in particular the Sheriff's Department; Probation Department; District Attorney's Office(s); Child Support; Child Welfare Services; Public Defenders Office(s); and selected divisions of the Health and Human Services Agency; the County will provide alternative meeting locations. With respect to secure and safety sensitive locations agency/department management will meet with the union to determine under what conditions a physical examination of the worksite is relevant to the matter to be investigated. In the event Department/ Agency management refuses to authorize such physical examination the Union may appeal that decision to the Board of Supervisors.

The County and the Union also agree that the union employee representative and management shall not handle the investigation of the grievance in a manner which promotes dissension and/or disruption in the workplace.

Grievance Release Time for Grievance Processing

For each of the steps in the Grievance process, a Union Employee Representative may represent the grievant at all formal meetings or hearings, including the informal first step with the employee. The Union Employee Representative shall receive advance approval from his or her supervisor and shall be released to participate in each step of the grievance process.

Right to Representation Meetings

A Union Employee Representative shall be able to represent employees in right to representation meetings. There will be no charge to the Union Grievance investigation time for these meetings.

Skelly Meetings

A Union Employee Representative shall be able to represent employees in Skelly meetings. There will be no charge to the Union Grievance investigation time for these meetings.

ARTICLE 7 UNIT MEMBERSHIP

The County shall exclusively provide the Union in writing quarterly each year from the effective date of this MOU, a list of all employees subject to this MOU. The list shall include name, employee I.D. number, classification, unit, and job location by department as applicable.

NON-AGENCY SHOP UNITS

Current employee members and employees who join the Union during the MOU shall remain members for at least 12 consecutive months and thereafter may withdraw by notice to the Union and the County annually in July of any year. This is in accordance with the Union's membership authorization agreement and the employee.

The Union agrees to indemnify and hold harmless the County against all claims, 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.

AGENCY SHOP AGREEMENT

A. Current employees in bargaining Units 3 and 4 who are now Union members shall remain Union members during any period in which SEIU 521 is the recognized bargaining representative, except as provided in Section C below.

B. Current employees and each employee hired into bargaining Units 3 or 4 as a regular employee after the effective date of the Agreement, shall choose to:

- (a) become a member in good standing of the Union; or
- (b) satisfy the service fee financial obligations set forth below, unless he/she qualifies for the religious exemption set forth in the Religious Exemption from Agency Fee Obligations below.

C. During the month of February of any ensuing year following the approval of this MOU by the parties, Union members may elect to convert from membership status to fee payer status by submitting a written statement requesting such conversion to the Union with a copy to the County. Upon receipt of such request, County shall take the necessary steps to change the employee's deduction from membership dues to non-member service fees.

Religious Exemption from Agency Fee Obligations

A. Any employee who is a member of a bona fide religion, body or sect whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to pay an agency fee. Such employees shall pay by means of mandatory payroll deduction an amount equal to the agency fee to a non-religious, non-labor charitable organization exempt from taxation under Section 501(c)(3) of the Internal Revenue Code. Such organization shall be chosen by the employee from the following list of charitable organizations: 1) United Way, 2) Children's Hospital of Central California, 3) Friends of Tulare County.

B. If the Union challenges the employee's claim for Religious exemption, the deduction to the charity of the employee's choice will commence but will be held in escrow pending resolution of the challenge in accordance with the Union's dispute resolution procedure.

C. To qualify for the religious exemption, the employee must provide to the Union, with a copy to the County, an appropriate written statement of objection. The County will implement the change in status within thirty days or usual and customary timeframe unless notified by the Union that it does not accept the requested exemption. The County shall not be made a party to any dispute between the Union and employee pertaining to whether the employee qualifies for the religious exemption.

Payroll Deductions and Dues/Fees Remittance

A. Unless the employee has: a) voluntarily submitted to the County an effective dues deduction request, or b) qualified for exemption upon religious grounds as provided below, the County shall upon receipt of notice from the Union process a mandatory agency fee payroll deduction in the appropriate amount and forward that amount to the Union each pay period.

B. Employees in bargaining Units 3 and 4 shall be required to pay the agency fee or charitable donation if they cancel Union membership except as otherwise provided herein.

C. The amount of the fee to be charged shall be determined by the Union subject to applicable law, and shall be an amount not to exceed the normal membership dues and general assessments applicable to Union members.

D. New employees will be automatically enrolled upon hire as fee payers. Such fee payer status will be changed only upon the County's receipt of a signed Union Membership enrollment card or by receipt of a signed Religious Exemption Declaration. Any deduction changes will be completed as soon as administratively possible. The employee must authorize deduction of membership dues in writing on an enrollment card acceptable to the County and the Union.

E. The Union shall notify the County in writing of the names and titles of the Union officers or representatives authorized to receive such Agency Shop deductions, and the mailing address to which the County is to send such deductions each pay period. The notification designating these authorized Union representatives shall be signed by the President the local Union and provided the County. No fee payer deduction will be remitted to the Union until the County receives such written authorization.

F. The County shall provide the Union with each payment, a list of employees paying membership and service fees or charitable deductions.

G. 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 union dues or service fees or charitable contributions, or the statutory withholding obligations exceed the withholding of Union dues or service fees or charitable contributions, 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 union dues or service fees or charitable contributions unless the affected employee authorizes otherwise in writing to the Union and the County.

H. The County shall not be obligated to put into effect any new, changed or discontinued deduction until a payroll deduction card is submitted to the Payroll department in sufficient time to permit normal processing of the change or deduction.

I. Notification to Non-Member of Agency Fee (Hudson Notice): The Union shall comply with applicable law and regulations regarding disclosure and allocation of its expenses.

J. In compliance with PERB regulations 32992-32994, the Union shall provide an expeditious appeals procedure for employees who object to the payment of any portion of their representation service fee.

Financial Reports

The Union shall establish and maintain adequate itemized records of its financial transactions and shall make said records available to the County and to Union members as provided in Government Code Section 3502.5(1).

Indemnification/Hold Harmless Clause

SEIU 521 agrees to indemnify Tulare County consistent with Government Code Section 3502.5(b).

Term

The Agency Shop arrangement shall remain in full force and effect for as long as SEIU 521 is the recognized bargaining representative for units 3 and 4 or unless the agreement is rescinded pursuant to Government Code Section 3502.5(b) or any other statutory provisions that apply.

**ARTICLE 8
PAYROLL DEDUCTION**

The County shall collect the Union dues and insurance premiums through payroll deduction. These monies and a list of the employees for whom funds are deducted shall be forwarded to the Union as soon as practicable after such deduction is made. This clause only applies to bargaining units where the Union is the Certified Representative and is subject to related provisions in the County of Tulare Employment Relations Policy.

The Union agrees to indemnify and hold harmless the County against all claims, 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. This clause shall continue in effect during the term of this MOU and while negotiations are continuing and impasse has not been declared.

**ARTICLE 9
NON-DISCRIMINATION**

There shall be no discrimination against any person because of race, color, religion, national origin, sex, sexual orientation, creed, political affiliation, ancestry, marital status, age, physical disability, or mental disability or any other criteria prohibited by law, either by the County or the Union.

The County and the Union agree that they shall not interfere with, intimidate, restrain, coerce or discriminate, and shall not take adverse action against any employee in his/her free choice to participate or join or refuse to participate or join the Union, or in an employee's choice to represent himself/herself in regard to his/her employment relations with the County.

**ARTICLE 10
COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA)**

The County and the Union recognize their obligation under the Americans with Disabilities Act (ADA). The County and the Union 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 County and the Union 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 11
EMPLOYEE RIGHT TO REPRESENTATION**

Any represented employee covered by this agreement has a right to representation by the Union at a meeting with a supervisor which involves disciplinary proceedings. If such a meeting is set, the employee shall be verbally notified of same and of their rights under this section.

**ARTICLE 12
EMPLOYEE RIGHT TO KNOW**

If a complaint or accusation against an employee is documented, the employee should be informed within ten (10) working days. If an investigation is conducted, the investigated employee need not be informed until the investigation is completed. When the investigation is completed the employee should be informed of the results within ten (10) working days. Upon being informed the employee may respond orally or in writing.

**ARTICLE 13
DISCIPLINARY PROCEDURES**

NOTICE OF PROPOSED DISCIPLINE

Employee's who are subject to proposed discipline will receive written notice of the intention to discipline (commonly called Skelly Notice). Such notice shall include the reasons for the recommended action, the right to have Union representation, and the right to respond in writing or in person.

13.1 EMPLOYEE RIGHT TO RESPOND (commonly called the Skelly Review):

- A) At any time prior to the effective date, 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 Appointing Authority. The Appointing Authority 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 Appointing Authority may meet with the employee and his/her representative and anyone else the Appointing Authority may deem appropriate to his review. The decision of the Appointing Authority is binding on the Department Head. The Appointing Authority may delegate this review to anyone he or she deems appropriate except someone who is otherwise directly involved in the administration or review of this proposed action.
- B) Reduction in pay, in lieu of suspension, shall be treated as its equivalent suspension.
- C) The Nature of the Appeal Review: The Appointing Authority will review the employee's response, the written record, including documents presented by the employee, discuss the proposed discipline with the Department Head or involved human resources staff, and may make further inquiries for the purpose of determining whether the proposed action should be made final, or should be modified to a lesser penalty, or should be withdrawn.
- D) The Post-Review Decision: The Appointing Authority will communicate his/her decision in writing to the involved appointing authority and send a copy to the employee. The decision of the Appointing Authority shall be final and binding on the County and the employee. The appointing authority shall then promptly serve the employee with a final notice of the discipline to be imposed.

When in the judgment of the Human Resource Director the appointing authority has been privy to the detailed basis, and such knowledge would negatively impact the review process for the proposed discipline, the Human Resources Director may require a substitute Skelly Officer such as the Assistant County Administrative Officer or similar managerial position.

13.2 FINAL NOTICE OF DISCIPLINARY ACTION

Following issuance of the decision from the above review, the appointing authority shall prepare a Final Notice of Disciplinary Action which shall include the information provided in the Proposed Notice updated and/or adjusted to reflect the results of the above Appointing Authority review in a manner as prescribed by

the Human Resources Director, or shall advise the Human Resources Director that no action will be taken, as appropriate. The notice shall be delivered to the employee, and a copy filed with the Human Resources Director before the effective date.

13.3 APPEAL OF A FINAL NOTICE OF DISCIPLINARY ACTION

For disciplinary actions consisting of a Formal Written Reprimand; Suspensions of 5 (five) days or less; Reductions in pay of five (5) days or less, such actions shall not be appealable.

For disciplinary actions of Suspensions of six (6) days or more; Reductions in pay of six (6) days or more, Demotions; or Dismissals, shall be subject to appeal, per the "Notice of Appeal" below.

13.4 NOTICE OF APPEAL

An employee may file a written Notice of Appeal in response to a Final Notice of Disciplinary Action, according to the qualifications set forth above. 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 as stated in the Notice. 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
- The name of the employee's representative, if any.

Following receipt of a Notice of Appeal, the Human Resources Director shall immediately furnish copies of same, including any other relevant documents, to County Counsel.

A. Statement of Charges - Preparation

Within fifteen (15) calendar days after the receipt of the Notice of Appeal, 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.

B. 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 Human Resources & Development 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 Human Resources & Development Department, will acknowledge service of the Statement of Charges.

C. Notice of Defense

Within fifteen (15) calendar days after service upon the employee of the Statement of Charges, an employee may file with the Human Resources Director a Notice of Defense in which the employee may:

1. 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.

2. Object to the Statement of Charges on the ground that it does not state acts or omissions upon which the Appointing Authority may proceed.
3. Object to the form of the Statement of Charges on the ground that it is so indefinite or uncertain that the employee cannot identify the transaction or prepare a defense.
4. Admit the Statement of Charges in whole, or in part.
5. Present new matter by way of defense. No exceptions to the time period provided herein shall be permitted.
6. 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.
7. 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. Unless objection is taken as provided above, all objections to the form of the Statement of Charges shall be deemed waived.
8. The Notice of Defense shall be in writing, signed by, or on behalf of, the employee and shall state the employee's mailing address

13.5 HEARING. Administrative Law Judge:

1. Hearings before an Administrative Law Judge (ALJ) may be delayed up to six to nine months or more due to the schedule of the ALJ. There shall be no back pay for any period beyond sixty calendar days.
2. County Counsel 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.
3. The employee shall then deliver to County Counsel, within ten (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.
4. 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 Human Resources & Development Department.

5. Should the employee fail to provide a written list of available dates within the timelines indicated above, the appeal shall be dismissed.

The following procedures apply:

a. The County will obtain from the Office of Administrative Hearings ("OAH") a list of consecutive dates on which ALJs are available to hear an appeal of the estimated duration. The hearing will then be scheduled, from the OAH list of available dates, on a date or dates when all parties and their representatives are available.

b. A mandatory pre-hearing conference shall be scheduled by agreement between the County Counsel's office and the employee and his or her representative, if any, not less than sixty (60) days prior to the date set for the hearing. County Counsel shall initiate this process. If the parties are not able to agree to a date for the pre-hearing conference, the date shall be set by the OAH.

c. Appellant's failure to appear at the hearing, or failure on more than one occasion to cooperate with the scheduling of the hearing, the pre-hearing conference procedures, or to abide by the hearing processes necessary to enable the matter to be timely heard, without good cause as determined by the ALJ, shall result in forfeiture of the case or be deemed an abandonment of the appeal.

The County will provide written notice to the employee and his/her representative upon the first incidence of failure to cooperate. If, within five workdays, the employee fails to correct the problem that triggered the notice, such failure shall be deemed a separate incidence of failure to cooperate.

d. The hearing will be closed to the public unless the employee requests in writing that it be open to the public. Notwithstanding, where a hearing is open, either party may request that the ALJ close portions of the hearing where sensitive or confidential or sensational material may be presented or discussed.

e. Although it is the employee who is appealing the disciplinary decision, the burden of proof is on the appointing authority regarding the facts upon which the discipline was based and the correctness of the penalty imposed.

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

g. The hearing is not required to be conducted according to technical rules relating to evidence and witnesses. Any evidence upon which reasonable persons might rely in the conduct of their everyday affairs may be admitted. Subject to the provisions herein regarding pre-hearing conferences, any relevant evidence shall be admitted if it is the sort of evidence which responsible persons are accustomed to rely upon in the conduct of serious affairs. Hearsay evidence may be used only for the purpose of explaining or supplementing other evidence, or where otherwise corroborated. 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, unless the ALJ permits otherwise. The ALJ controls which evidence is admitted, and may exclude evidence which is irrelevant, cumulative or otherwise found to be not probative.

h. The proponent of any evidence is responsible to obtain and present clean and legible evidence in sufficient copies for all parties, including the ALJ, and for the court reporter.

- i. The ALJ may take official notice of any matter which maybe judicially noticed.
- j. Each party shall have the right to subpoena witnesses. The Board of Supervisors, of Office of Administrative Hearings, will, on request, issue in blank subpoenas.
- k. Except for rebuttal testimony, modification of position statements or newly discovered facts, documents of witnesses, or information not shared at the pre-hearing conference shall not be presented to or considered by the ALJ. The ALJ may, but is not required to, modify this provision and permit such evidence for good cause and in a manner which is fair to both parties.
- l. All testimony is to be taken under oath or affirmation. A certified Court Reporter shall record all testimony.
- m. The ALJ shall prepare a record of the proceedings, and shall, within thirty (30) days of the completion of the hearings, prepare recommended findings, conclusions and a recommended decision. The hearing officer shall promptly file the record of the proceedings and the recommended findings, conclusions and decisions with the Board of Supervisors.
- n. Within a reasonable time, but no sooner than one week nor longer than thirty (30) calendar days, 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.
- o. The Clerk or the Board of Supervisors shall provide written notice of the decision of the Board of Supervisors to County Counsel, to the involved appointing authority, and to the employee. That notice shall recite. (Writ issue)
- p. 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.

ARTICLE 14 GRIEVANCE PROCEDURE

A. DEFINITION, SCOPE AND RIGHT TO FILE

A grievance is a claimed violation, misinterpretation, inequitable application or non-compliance with provisions of a County:

- 1) Collective bargaining agreement,
- 2) Ordinance,
- 3) Resolution,
- 4) Written Rule,
- 5) Written Regulation, and/or

6) Written Policy.

The following are not grievable through this process:

- 1) Matters, such as Disciplinary Actions and Performance Evaluations, reviewable under some other established County administrative appeal procedure;
- 2) Employment examinations;
- 3) Appointments to a position;
- 4) The Board of Supervisors exercise of legislative or judicial authority and the authority to appropriate funds and adopt the budget; and/or
- 5) Discrimination complaints reviewable under the County's discrimination complaint procedure.

A grievance may be filed by an employee in his or her own behalf, or jointly by any group of employees. At the employee's request, a union representative may assist in the preparation of the grievance during non-work time.

B. DISCRIMINATION COMPLAINTS

Discrimination complaints shall be handled in accordance with Personnel Rule 14.

C. INFORMAL GRIEVANCE

Within ten (10) work days of the event giving rise to the grievance, the grievant shall present the grievance informally for disposition by the immediate supervisor or at any appropriate level of authority within the department. Provided however, if the grievant could not have reasonably known of the event giving rise to the grievance the grievant may file a timely grievance after five working days but in any event no later than 30 calendar days after the event giving rise to the grievance. The immediate supervisor (or other appropriate level of authority) shall respond informally within ten (10) work days. Presentation of an INFORMAL grievance shall be a prerequisite to the institution of a formal grievance.

D. FORMAL GRIEVANCE

Step 1

If the grievant believes that the issue(s) of the grievance have not been resolved within ten (10) work days of the informal presentation he or she may initiate a formal grievance within ten (10) work days thereafter. A formal grievance can be initiated by completing and filing a County Employee Grievance Form with the Human Resources & Development Department. The form shall contain:

- 1) Name(s), class title(s), department(s) and mailing address(s) of the grievant(s);
- 2) A clear statement of the nature of the grievance (citing the applicable ordinance, rule, regulation, or contract language);
- 3) The date upon which the event giving rise to the alleged grievance occurred;
- 4) The date upon which the informal discussion with the supervisor or department management took place;
- 5) A proposed solution to the grievance;

- 6) The date of the grievance form;
- 7) The signature of the grievant(s); and
- 8) The name of the organization, if any, representing the grievant followed by the signature of the organization's representative.

Within ten (10) working days after a formal grievance is filed, the Supervisor or Manager shall investigate the grievance, confer with the grievant in an attempt to resolve the grievance, and make a decision in writing. The department head may first seek to resolve the issue(s) through a meeting including the grievant and such staff as the grievant's supervisor, a manager of that supervisor and/or a department Human Resources specialist.

Step 2

- a) If the grievance is not resolved in Step 1 to the satisfaction of the grievant, he or she may, within not more than ten (10) work days from his or her receipt of the Supervisor's or Manager's decision, request consideration of the grievance by the Appointing Authority, by so notifying the Human Resources & Development Department in writing.
- b) Within ten (10) work days after such notification, the Appointing Authority shall commence investigation of the grievance, confer with the grievant and other persons affected and their representatives (if any) to the extent he deems necessary, and render a decision in writing.
- c) If the written decision of the Appointing Authority resolves the grievance to the satisfaction of the grievant, it shall end the grievance process.

Step 3

Within ten (10) days of the Grievant receiving the Step 2 response, the Grievant may request Mediation, which shall be subject to mutual agreement between the Grievant and the Human Resources Director. The parties shall obtain the services of a mediator from the State Mediation and Conciliation Services in an effort to resolve the grievance. If mutual agreement between the Grievant and County is not reached on a resolution to the grievance, the Grievant may file for Step 4 within ten (10) days of the mediation meeting. If mediation is not agreed to, then the grievant shall file for Step 4 within ten (10) working days of the Human Resources Director's response.

Step 4

- a) A final appeal may be filed by the grievant, in writing, with the Human Resources & Development Department not more than ten (10) work days from receipt of the Step 3 response.
- b) The grievance will be reviewed by the Grievance Panel consisting of one County employee selected by the grievant, one person appointed by the department and one member appointed by the Board of Supervisors. The Board appointed member shall chair the committee. The Grievance Panel shall convene within thirty (30) days of the appointment of the Panel.
- c) Failure on the part of the County or the grievant to appear before the Grievance Panel, without good cause as determined by the Panel Chairman, shall result in forfeiture of the case.
- d) The decision of the Grievance Panel shall be made in writing within thirty (30) calendar days after the conclusion of the appeal hearing. The decision of the Grievance Panel shall be final and binding on all

parties, subject to ratification by the Board of Supervisors if the decision requires an unbudgeted expenditure.

E. GENERAL CONDITIONS

The Human Resources & Development Department shall act as the central repository for all grievance records. The Human Resources & Development Department will be sent a copy of the decision at each level or step.

Any time limit may be extended only by mutual agreement in writing.

An aggrieved employee may be represented by any person or by the organization certified as the representative for the Representation (Bargaining) Unit in which the aggrieved employee is included. The representative shall be a non-attorney lay advocate unless otherwise mutually agreed in advance that both parties may be represented by attorneys. The representative is entitled to be present at all formal meetings, conferences and hearings pertaining to the grievance.

At any level, in order to provide a timely and appropriate response, the named County official may delegate the handling of the grievance.

At any level, should either party raise a procedural issue such as, but not limited to, whether the other party filed or responded in a timely manner or whether a particular issue falls within the jurisdiction of the grievance procedure; the County Administrative Officer (CAO) shall meet with the parties within five (5) work days solely to hear and rule on the procedural issue(s). The CAO will issue his ruling within five (5) work days. The decision of the CAO shall be final and binding on all parties.

The processing of an 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.

ARTICLE 15 HEALTH AND SAFETY

In accordance with the requirements of the Occupational Safety and Health Act of 1970, as amended, as outlined in OSHA Mandate No. 3203, the County of Tulare shall provide a safe and healthful work place.

The Board of Supervisors by Resolution No. 78-1093 adopted a Safety Statement for the County which sets out the responsibilities for safety within the County work environment including:

1. The Risk Management has the responsibility for the implementation of loss prevention and safety measures and will utilize and expect to receive full support from all departments of the County.
2. Department Heads will integrate accident prevention and property conservation measures with all operations. The Department Head, Department Safety Representative, or other designee is responsible for administering the Safety Program in each department, arranging Safety meetings, conducting Safety Inspections, and reporting periodically to Risk Management. In addition, the Department Head is responsible for the promotion of prevention of accidents in their areas, for the removal of hazards and the correction of unsound practices as well as department representation at County-wide Safety meetings.

3. Each employee has responsibilities to self, family, fellow workers and employer to practice the standards of property conservation and safety that have been established for the County. Each employee must understand and accept the fact that loss prevention is an important part of the job.

It shall also be the responsibility of every employee to immediately report every safety incident to their supervisor. Each employee is required to read the County Safety Rules and Regulations which are available in every department or from Risk Management. These rules and regulations are contained in Risk Management's Procedures Manual which shall be the governing manual for the safety program.

The annual physical required for a Class A or B Driver's License, when required for County employment, shall be performed by the County at no cost to the employee. It shall be the employee's responsibility to contact the coordinator designated by their department far enough in advance so as to allow reasonable time for the scheduling of the physical.

The Health Department shall provide high risk employees (those regularly in direct contact with patient body fluids) covered by this contract, with the voluntary opportunity for vaccine for Hepatitis B subject to pre-screening for acquired immunity.

The Union shall have three (3) seats on the County-Wide Safety Review Committee. Such representation shall be employees, selected by the Union, from units 1, 3, 4, 6, or 7.

ARTICLE 16 HEALTH TRAINING

1. Eligibility Criteria

a) Scope

In addition to existing HHSA policy on sponsored educational leave a Physician Assistant, Registered Nurse, Licensed Vocational Nurse, Public Health Nurse or a Nurse Practitioner shall be entitled to five (5) days leave without pay each year to attend courses, institutes, workshops, or classes of an educational nature, provided:

- 1) The employee applies in advance in writing specifying the course(s), institute(s), workshop(s), or class(es) the employee wishes to attend.
- 2) The employee obtains permission from the Director of Health Services to attend.
- 3) Such leave shall not interfere with staffing.

b) No Unreasonable Denial

Permission for such educational leave will not be unreasonably denied.

2. Yearly Basis

The covered employee shall be eligible for five (5) days educational leave as provided above on an Anniversary Year basis upon the completion of ninety (90) days of employment.

ARTICLE 17
SENIORITY, SCHEDULES AND ASSIGNMENTS

The appointing authority/Department Head shall consider seniority, workload, and departmental needs in the scheduling of hours, vacation and job assignments.

ARTICLE 18
SCHEDULE CHANGES

Except in emergencies, changes in the normal work schedule for starting times and days off for employees will be posted five (5) working days prior to the effective date of such change.

ARTICLE 19
EMPLOYEE WORK LOCATION

Each employee shall be assigned a work location. Travel time to a work location in a town other than the town of the assigned work location shall be considered time worked. Permanent involuntary changes in an employee's work location from one town to another shall require a two week notice to the employee (except in emergency). When an employee is permanently, involuntarily transferred anywhere more than 20 miles from his/her assigned work location the County shall reimburse the employee at the current County mileage rate for the first two weeks if the distance to the new work location is greater than the distance to the previous work location.

ARTICLE 20
ALTERNATIVE WORK SCHEDULES

An employee or a group of employees may, after discussion with their division manager and upon mutual agreement with their appointing authority/Department Head, establish alternate work schedules and/or work hours including, but not limited to, 4-10 work week or 9-80 bi-weekly work periods. The appointing authority/Department Head may establish "core" work hours and/or work days to meet the needs of the department. This agreement shall be considered consistent with and subject to Personnel Rule 4.3.7.

ARTICLE 21
VOLUNTARY REDUCTION IN HOURS

Upon agreement with the appointing authority/Department Head and approval of the County Administrative Office an employee may reduce his or her working hours. Reductions shall be in increments of eight (8) hours up to a maximum of fifty percent (50%) of the hours normally worked by a similar full time regular employee.

When a vacancy exists in the same or closely similar position in the same classification an employee may restore hours previously reduced. Restoration of hours shall also be in increments of eight (8) hours.

Restoration to full time positions shall be by seniority. Employees who have voluntarily reduced hours shall have the right to restoration of hours prior to employees who have been laid off. A reduction in hours is defined as a voluntary reduction of hours for which employees who reduce hours shall accrue wages and benefits and perform workload assignments on a pro-rata basis.

**ARTICLE 22
PERSONNEL FILES**

Employee(s), or a Union staff 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.

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 23
PROBATIONARY PERIOD**

Adhere to in accordance to Personnel Rule 18 (Addendum A).

**ARTICLE 24
EMPLOYEE BENEFIT PLAN**

Instead of independent County contributions to Health, Dental, Vision, Life insurance, the County has implemented a cafeteria style benefits program as follows in which a benefit amount granted pursuant to this MOU shall be used for the benefits specified in this article and may be used and/or supplemented by payroll deduction for the specified benefits and for other voluntary benefits subject to the limitations of the County's Section 125 plan document. The County's goal is to establish a revised premium structure for County Insurance for the purpose of beginning equalization of premium costs throughout the workforce.

A. Benefit Amount

1. The County froze the benefit amount for all employees at the dollar amount in effect on as of September 1, 2008 and eliminated the percentage factor in calculating future benefit amount changes. Using the existing benefit amount formula in place on September 1, 2008, the County established a fixed benefit amount for new hires at Step 1 of the job classification. Employees hired on or after September 1, 2008 who enrolled in the County health plan received this fixed benefit amount.

2. For plan years 2013 and 2014 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 \$10,000 life insurance coverage, will have that benefit amount increased to an amount sufficient to pay for the 2013 and 2014 premium charged for the \$1,000 deductible employee-only medical, dental, vision, and \$10,000 life insurance coverage. The increase to the benefit amount will coincide with the premium increase for plan years 2013 and 2014, which is expected to occur during pay period 25. (See attached Exhibit 1 for an example)
3. Migration between tiers for bargaining units that have a different benefit amount for various levels of dependent coverage. Whenever an employee either during the year due to a qualifying event or at open enrollment elects to change their coverage to add beneficiaries or remove beneficiaries from their health plan the following procedure will apply:

Their Applied Benefit Amount will be increased or decreased by the dollar amount difference between the tiers from which and to which they migrate. If the employee in the employee only plan adds a dependent spouse they would receive the increased dollars on the schedule below when they add the dependent spouse. Conversely if an employee with a dependent spouse on the plan removes that dependent spouse from the plan and is enrolled in the employee only plan they would lose the Tier dollars based on the schedule below.

- i. Employee plus Spouse: \$40 per pay period
- ii. Employee plus Child(ren): \$40 per pay period
- iii. Employee plus Family: \$60 per pay period

4. All new hires after the effective date of this agreement who validly waive participation in the County's health insurance program shall receive in lieu of contribution to the health plans \$1,000 per year for the term of this agreement payable on a prorated basis per pay period whenever a benefit amount is also paid.
5. In the event an employee is promoted, and the benefit amount of the promotional position is less than the employee's current benefit amount, the employee's benefit amount shall be Y-Rated.
6. Notwithstanding any other provision in this agreement the maximum benefit amount shall not exceed \$952.92 per pay period whenever a benefit amount is also paid.

B. Pro-Rated Benefit for Partial Year Eligibility

Full time employees eligible for only part of the Plan Year will only be allotted a benefit prorated for the full pay periods they are eligible. For part time employees whose assigned hours are 40 or more each pay period, this "benefit amount" shall be prorated based on the ratio of their assigned hours to 80 hours. A part time employee who waives insurance shall not have more deducted under E. below than this prorated "benefit amount".

C. Benefit Level

The employee may choose the level of each benefit that best fits the employee's needs, subject to provider contacts. Some benefits will require minimum participation. Employees will not be allowed to make changes in the provider or level of coverage except at open enrollment or as allowed under IRS 125 regulations.

D. Limited Opt Out

All employees must participate in the employee benefit plan unless they qualify to opt out as described below. Employees who refuse to participate are not eligible to receive the benefit amount. Employees may retain eligibility to receive the benefit amount if they opt out under one of the following conditions:

1. When both members of a married couple or registered domestic partners work for Tulare County, one may elect to be covered as a dependent of his/her spouse/partner and drop his/her individual health insurance coverage regardless of bargaining unit without a corresponding reduction in the Benefit Amount.
2. Employees who can provide written evidence satisfactory to the County Human Resources Department showing that they are covered pursuant to paragraphs A through C 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.
3. Employees who opt out of the health insurance and meet the requirements of paragraph 1 or 2 above will have the unused benefit amount added to their taxable wages.
4. An eligible employee must inform the County that the employee intends to opt out of the benefit plan as set forth above during open enrollment for health benefits or upon a qualifying event.
5. An employee who opts out of the County's health benefit plan must rejoin the County's benefit plan within thirty (30) days of losing eligibility to qualify for the opt-out provisions as described above. The employee who does not comply with this provision shall, pursuant to the terms of the applicable benefit contract, lose pre-existing condition coverage upon re-enrollment at any subsequent open enrollment period or other qualifying event.

- E. Any Benefit amount that an eligible employee does not use to pay for mandatory and/or voluntary benefits available through the Section 125 Plan will be added to the employee's taxable wages.

Benefit amount money added to an employee's taxable wages are not part of the employee's base salary used to determine the employee's overtime pay-rate or for any other purpose except as required by law.

F. Premium Fund

Employees shall become eligible to receive their benefit amount at such time as sufficient funds have been accumulated to provide for advance payment of the premium for the health plan selected by the employee. It is further understood that employees waiving their health insurance per the terms of this Memorandum of Understanding are subject to the same terms and conditions described herein as employees participating in the County's insurance program. Once the initial funding period is completed,

the employee's deduction for their selected health package shall be the difference between their benefit amount and the total cost of the premium for the plan selected for the designated pay period.

G. Eligibility

Benefits will be effective beginning the third (3rd) full pay period of employment. Employees shall become eligible to receive their benefit amount, at such time as sufficient funds have been accumulated to provide for advance payment of the premium for the health plan selected by the employee.

It is understood that the County, based on average benefit amounts and average premiums calculated over a three (3) month cycle, anticipates that it will take three (3) pay periods to establish the liquidity of the trust fund as described above.

The current liquidity of the Premium Fund allows for the benefits to be effective on the 1st day of the month following thirty (30) calendar days of employment.

H. Notwithstanding Article 24. A. 2., the County and/or SEIU will have the option to bring the other party back to the bargaining table to meet and confer regarding the County's premium contribution including the minimum benefit amount and/or the additional contribution for dependent coverage in August 2013.

**ARTICLE 25
HEALTH PLAN DESIGN REVIEW**

The County and the Union agree to meet each year, along with such other employee organizations that choose to participate, to identify and review all reasonably available large group health plan options for the following plan year. It is our intent to find one or more plans that best balance plan services and coverage with premium cost.

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 the Union will make a good faith effort to participate fully and to reach a consensus on a health plan recommendation to the Board of Supervisors that fully considers the range of viable plan options given Federal, State or Local legislation for the ensuing plan year. In so doing, the County and the Union will evaluate alternate plans and plan design changes. Should this process not result in a consensus recommendation, all final recommendations will be presented to the Board of Supervisors.

The discussions under this article will focus on health plan design including type of plan, benefit levels, and plan use disincentives such as co-pays and percentages of participation.

The Union shall have five (5) seats on the Health Plan Design Review Committee. Such representation shall be employees selected by the Union from Units 1, 3, 4, 6, and 7. Commencing with Plan Year 2011 the County and the Union agree to limit representation such that no more than one employee is a union appointed representative from a single County department or from one branch of each agency. It is agreed that all employee units may have one member of their unit on the Health Plan Design Review Committee.

**ARTICLE 26
SPECIAL PAYS**

COMMUNICATION CENTER TRAINING DIFFERENTIAL

Emergency Dispatcher II's who are assigned as trainers by departmental staff shall receive a pay differential of three (3%) of their base hourly salary during the actual time they are assigned and working as trainers.

CRIMINAL JUSTICE PAY

Any Unit 4, 6, and 7 employees covered by an agreement to provide direct patient service to an incarcerated patient in a criminal justice facility shall receive an additional fifteen percent (15%) of his or her base hourly salary on an actual hours worked basis. Employees in such positions will be subject to background investigations and finger print checks.

NURSE PRACTITIONER CERTIFICATION PAY

Qualified employees in the Nurse Practitioner classification who are assigned duties as a "Midwife" shall receive an additional 15% of their base hourly salary and begins with notification of full qualification and assignment. Employees qualify by:

- 1) County acceptable "midwife" Certification; and
- 2) Possessing credentials for privileges at County designated participating hospitals;
and
- 3) Performing the duties of a midwife for women with medically uncomplicated pregnancies and deliveries.

MASTERS DEGREE STIPEND

Authorized representatives for the County of Tulare, its Health & Human Services Agency and SEIU have met and conferred regarding the provision of a stipend for employees who meet the following eligibility requirements: the employee is classified as a , 1) Social Services Worker III- CWS, 2) Social Services Worker III-CWS-Lead, or 3) CWS Supervisor, and has a Masters of Social Work (MSW) degree, with a minimum of one (1) year experience as a Social Services Worker or above, in Child Welfare Services or Child Protective Services divisions within the previous four (4) years.

The County shall provide a stipend of \$230.77 per pay period for full time employees (part-time employees shall receive a pro rata amount based on their assigned hours) who meet the eligibility requirements noted above. Consistent with the Fair Labor Standards Act (FLSA) the stipend is added to the regular rate of pay to determine the weighted overtime rate of pay.

**ARTICLE 27
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 therefore.

**ARTICLE 28
TRAVEL ADVANCE**

Upon the written request of the employee and the approval of the Department Head at least five (5) working days in advance of departure and in accordance with the requirements of the County Auditor-Controller, the County will advance to employees the estimated covered expense for out of County conference lodging.

**ARTICLE 29
NIGHT SHIFT DIFFERENTIAL**

- (a) Employees covered by this agreement who are permanently scheduled to work a shift in which four (4) to six (6) hours of their basic work day fall between 6:00 p.m. and 6:00 a.m. shall receive an additional 4% salary for each such shift worked.
- (b) Employees covered by this agreement who are permanently scheduled to work a shift in which six (6) or more hours of their basic work day fall between 6:00 p.m. and 6:00 a.m. shall receive an additional 6% salary for each such shift worked.
- (c) The Sheriff and Fire Chief, or designee, will establish regular work schedules for Emergency Dispatchers. Eligibility for Shift Differential will be in increments of no less than a full pay period and within the criteria set forth in section (a) & (b) above.
- (d) Flex hours may not be used to qualify for Night Shift Differential.

**ARTICLE 30
HOLIDAYS**

All employees shall be entitled to the following holidays:

- a) January 1st (New Year's Day)
- b) Third Monday in January (Martin Luther King, Jr. Birthday)
- c) Third Monday in February (President's Day)
- d) Last Monday in May (Memorial Day)
- e) July 4th (Independence Day)
- f) First Monday in September (Labor Day)
- g) November 11th (Veteran's Day)
- h) Thanksgiving Day
- i) The Day after Thanksgiving Day
- j) December 24th (Christmas Eve Day)
- k) December 25th (Christmas Day)
- l) Every day appointed by the President or Governor, and approved by the Board of Supervisors, for a public fast, thanksgiving, or holiday.
- m) One Personal Holiday to be taken off at the request of the employee with departmental approval (i.e. no set date). The personal holiday for a given year is credited July 1 and must be used by the following June 30 or it is forfeited. This day shall be taken in increments of eight (8) hours or may be used to complete a full day's paycheck for those working an alternative work schedule such as a 9/80 or 4/10 work period. This day shall also be added to the checks when credited.

The Personal Holiday shall be taken in increments of 8 hours or may be used to complete a full day's paycheck for those working an alternative work schedule such as a 9/80 or 4/10 work period. The Personal Holiday shall be added to the checks when credited.

The first eight hours of required work on a County holiday shall be credited as vacation time on an hour for hour basis. Nevertheless, time worked on a Holiday shall continue to count as time worked for overtime purposes. Probationary employees may use paid leave to bring an eight-hour holiday up to the employee's scheduled workday.

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

**ARTICLE 31
VACATION**

A. VACATION LEAVE: Tulare County Personnel Rule 6.8 shall be modified as follows:

6.8 VACATION LEAVE

6.8.1 Vacation Leave Entitlement/Accumulation

Employees shall accrue vacation based on their years of service:

- 0-3 years of employment = 2 weeks of vacation per year.
- 3-7 years of employment = 3 weeks of vacation per year.
- 7-11 years of employment = 4 weeks of vacation per year.
- More than 11 years of employment = 5 weeks of vacation per year.

This vacation entitlement is based on the following schedule which provides for the accrual of vacation for each one (1) hour of service other than overtime in each pay period:

Yearsof Continuous Service*	Pay Periods of Continuous Service	Earning Rate Per Hour	Earning Rate Hours Per Pay Period	Earning Rate Weeks Per Year
0 – 3	1 – 78	.03846	3.077	2
3 – 7	79 – 182	.05769	4.615	3
7 – 11	183-286	.07692	6.154	4
Over 11	More than 286	.09615	7.692	5

* On the first day of the 4th 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) The Vacation leave cap will remain at 340 hours through June 30, 2013. Thereafter, credits for vacation with pay may be accumulated up to a maximum of three hundred (300) hours. Once an employee has accumulated three hundred (300) hours he shall receive no further vacation accruals until the employee's accrual falls below three

hundred (300) hours. If an employee has more than three hundred (300) hours accrued at the time this policy is implemented, his balance shall not be reduced but he shall receive no additional accruals until his balance is reduced below the three hundred (300) hour cap.

- c) Employees with immediate prior public service may accrue vacation as if all their most recent years of continuous public service were with Tulare County.

6.8.2 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.

6.8.3 Exclusions

Except as provided in Section 6.5, an employee does not accrue vacation during any leave without pay.

6.8.4 Holiday During Vacation

If a County observed holiday, as noted in Section 6.6.1, 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.

6.8.5 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.

6.8.6 Accounting For Vacation Used

Each employee has one-tenth (1/10) hour deducted from his accrued vacation credits for each one-tenth (1/10) hour of vacation leave taken. All vacation leave shall be reported on such forms as may be prescribed by the County Auditor-Controller.

6.8.7 Vacation Leave Pay on Separation

Upon separation, an employee receives compensation at his 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 or her 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.

Vacation leave may not be used for daily illnesses. Employees must use sick leave or unpaid leave for daily illnesses as required by County policy. An employee may use vacation for a planned medical procedure or appointment or an unexpected personal non-health emergency with the approval of the employee's supervisor.

B. VACATION SCHEDULING FOR UNIT 4

The County agrees that Unit Supervisors shall do the vacation scheduling for their individual units. Vacation schedules will be planned insofar as possible to consider the employees choice in dates.

Employees shall submit their first and second choices for vacation dates during the first pay period of each calendar year.

During the initial scheduling: Blocks of vacation time of forty (40) hours or greater, will receive first consideration; periods of less than forty (40) hours or periods built around three (3) and four (4) day weekends, will receive secondary consideration; insofar as possible, the advantages of scheduling eight (8) or sixteen (16) hour periods around Thursday-Friday and Monday-Tuesday holidays, will be divided among Unit Workers. Unless operational reasons dictate otherwise, when the number of vacation requests conflict with Department workload, then the most senior persons in a class shall receive first consideration. Thereafter vacation scheduling shall be on a first come first served basis. When emergency or unusual situations occur, the Department will make reasonable effort to make vacation blocks available for rescheduling of vacations.

Unit supervisors will respond to the initial written vacation requests by the end of the third pay period or to subsequent vacation requests within 10 days after receipt, with a positive or negative answer, and when with a negative response, a suggestion that the request be made again at a future time. The dominant factors in all vacation scheduling shall be the workload and demands for service as judged by the Supervisors.

If vacation time off has been approved in accord with departmental policy/procedure and a non-refundable deposit has been made by the employee subsequent to such approval, the employee will not be required to cancel the vacation except in an emergency, as determined by the Department Head.

C. VACATION DONATION

Shall be available to and shall apply to employees covered by this agreement, per Personnel Rule 6.8.8.

ARTICLE 32 HAZARDOUS WASTE

The County agrees to pay cash overtime (within FLSA guidelines) for week-end Community Hazardous Waste Collection Event participants covered by this agreement who are in the following Classifications: Environmental Health Specialists and Environmental Health Aides. CTO provisions as outlined in this MOU will not apply to these additional hours worked. Participation in these events must be approved by an appropriate Supervisor prior to the event.

**ARTICLE 33
SICK LEAVE USAGE**

1. Sick Leave Policy

Personnel Rule 6.7 language shall be applicable except as modified herein.

a) Family sick leave as described in Personnel Rule 6.7.4 c) shall be 60 hours each calendar year. Employees shall be able to use sixty (60) family sick hours annually for those persons identified in Personnel Rule 6.7.4 (c), provided however, that should the State or other forum with the authority to do so determine that the family sick hours authorized herein do not also count against the hours authorized by the State Labor code, Section 233, then the County may thereafter limit the use of these sixty (60) hours to those persons identified in Section 233.

b) The death of the employee's mother-in-law and/or father-in-law shall be deemed qualifying under the definition of immediate family in Personnel Rule 6.7.4 for bereavement leave.

2. Sick Leave Pay on Separation

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 c) 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 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.

c) An employee leaving the County service in good standing after ten (10) years service, other than by retirement, may convert 20%, up to 20 hours, of sick leave to cash at their current payroll rate.

3. Sick Leave Buy-Back: The Sick Leave Buy Back program is suspended for the term of this agreement.

Employees can sell his/her accrued sick leave back to the County in accord with the following:

a) Table of hours eligible for buy back:

1)	0-3 years of service*	(Not yet eligible)
2)	3-5 years of service*	Up to 40 hours
3)	5 and up years of service*	Up to 60 hours

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

- b) Buy back is subject to:
- 1) Employee's sick leave balance cannot be reduced below 40 hours.
 - 2) The buy-back period shall commence with the pay period that includes the date of October 1st and shall continue through to the end of the closest pay period prior to October 1st (without including such) of the following year.
 - 3) Employees eligible hours are reduced by any sick leave the employee has taken since pay period in which October 1st of the prior year fell.
- c) Payment would be included in the first paycheck in December.
- d) Effect of Unscheduled Leave on Paid Hours:
 Paid leave time does not count towards hours worked for overtime. However, an employee may receive pay for more than his/her regularly scheduled hours when the employee has both pre-approved paid leave and is required to work extended hours in the same work week. If the employee's paid leave was not pre-approved, any extended hours worked will first be used to offset an equivalent amount of time of paid leave. The employee will only be paid premium overtime (time and one half) for hours actually worked over 40 hours in his/her workweek.

Example:	Employee scheduled for five 8 hour shifts.					
	Absent on paid leave on Day 1.					
	Works ten hours on Day 5.					
	Day 1	Day 2	Day 3	Day 4	Day 5	Paid Hours
If pre-approved	CTO 8	Work 8	Work 8	Work 8	Work 10	42
If not pre-ap.	Sick 8	Work 8	Work 8	Work 8	Work 10	40

**ARTICLE 34
RETIREMENT**

The retirement benefit computation is 2% at age 57.

If the County implements a Tier IV retirement plan, the parties agree to meet and confer under current ground rules over offering Tier IV as an option for current employees.

Employee retirement contributions shall be reported as pre-tax to the IRS.

ARTICLE 35 UNIFORMS

The Health and Human Service Agency will provide uniforms to all covered staff members assigned to work in an HHSA Health Care Center or an associated facility in which health services are provided. The following classifications will be required to adhere to this uniform policy and be dressed in the appropriate uniform on a daily basis at the beginning of their work shift.

- 1 Physician Assistant*
- 2 Nurse Practitioner*
- 3 Health Aide
- 4 Licensed Vocational Nurse
- 5 Registered Nurse
- 6 Supervising Nurse I
- 7 Office Assistant
- 8 Clerk
- 9 Supervising Clerk
- 10 Community Health Technician
- 11 Dental Assistant
- 12 Health Program Assistant
- 13 Lab Assistant
- 14 Milk Technician
- 15 Pharmacy Technician
- 16 Public Health Nurse*

- a. The initial issuance of uniforms to new employees and to existing staff will consist of three (3) pants/skirts, three (3) shirts and one (1) cardigan jacket. Beginning six months from the initial onset of the uniform program each employee covered by this agreement will be issued an additional two (2) pants and/or skirts, two (2) shirts and one (1) cardigan jacket. This issue will be within one month of the employee's annual anniversary date and will continue annually thereafter.
- b. Staff depicted with an asterisk (*) will, in place of the uniforms described in a. above, receive uniforms which consist of long length lab coats, with each functionality defined by color. These lab coats will be issued in accordance with the same time schedule in a. above. These staff members will receive the following: three (3) lab coats as part of the initial issue and three (3) additional lab coats annually, within the month of their annual anniversary date.
- c. Additional uniforms may be purchased by employees at their own expense.
- d. Any employee whose annual anniversary date is more than one year from the initial issuance date of the uniforms may request to exchange or receive additional uniforms during the period from 12 months after the first issuance of the uniforms to the last day of the month prior to their next anniversary date. The department supervisor has the discretion to approve or reject the employee's request. The decision of the supervisor is not grievable.
- e. Uniforms must be returned to the Health Care Center should an employee leave County service or accept an assignment outside of the Health Care Center facilities. Failure to return a uniform may result in a charge to the employee by the County for the costs of the unreturned uniforms.

- f. Departments supplying uniforms may change to a replacement allowance provided it does not generate additional costs to the County or to the employee. Implementation shall be subject to meet and confer on a case by case basis.

Food Service Managers and Laundry Service Managers required to wear uniforms shall receive a uniform allowance of \$100.00 annually to be paid at the beginning of each calendar year. When a Food Service Manager or Laundry Service Manager leaves this position after at least one full year of service, they shall return to the County a pro-rated portion of this uniform allowance equivalent to the remaining portion of the calendar year calculated on a pay period basis.

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

The County shall pay each Detention Service Officer (DSO) and Sheriff's Security Officer (SSO) a uniform allowance of \$250 per year. This allowance shall be paid in two equal installments, during the first pay period in June and the first pay period in December. 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, his/her uniform allowance shall be pro-rated on a pay period basis.

New hire DSO's and SSO's shall receive a \$250 voucher from the Sheriff's Office which shall be used towards the purchase of the required uniform in accordance with department specifications. The voucher shall be provided by the department to the employee in sufficient time to allow for such items to be purchased prior to the start of their employment. New hire employees shall only be eligible for the \$250 allowance in the calendar year following their date of hire.

Should an employee separate from the department for any reason during probation, the Sheriff has the option of requesting that the uniform provided at County cost be returned to the department.

ARTICLE 36 ON-CALL TIME & CALL BACK TIME

Any special compensation authorized by this sub-section shall not be considered as part of the basic salary of employees while they are taking vacation or sick leave and such compensation shall only apply to employees that are FLSA covered for overtime purposes. On Call Time and Call Back Time shall be according Personnel Rule 4.4 and 4.5 respectively, with the following compensation:

A. ON-CALL TIME

An employee covered by this agreement may receive on-call compensation at the rate of fifteen percent (15%) of the hourly equivalent of their regular bi-weekly salary under the following conditions:

- a) In the appointing authority's judgment there is reasonable potential for the need of the employee's services.
- b) The appointing authority informs designated employee(s) for on-call service by written memorandum notice indicating dates and times of such service.
- c) The appointing authority will cause such on-call service time to be reported each pay period to the Auditor-Controller on the regular bi-weekly attendance report.

NOTE: Any employee who is not required to remain on the County premises, but is merely required to leave word at his/her home or with departmental officials where he/she may be reached is not working while on-call.

B. CALL BACK TIME

“Call Back” time is the required return to duty of an FLSA covered employee after the work day is completed to perform an emergency task. A qualified employee who is called back shall receive compensation for a minimum of two (2) hours straight time, unless otherwise provided by an MOU, regardless of the actual time required to perform the emergency task. In the event the task exceeds two (2) hours in duration, or 90 minutes if the applicable overtime rate is time and one-half, the total compensation shall be based on actual hours worked at either straight time or time and one-half if applicable.

**ARTICLE 37
RENEGOTIATIONS**

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

**ARTICLE 38
FLEXIBLY-ALLOCATED CLASSIFICATIONS**

Promotions in flexibly allocated classifications shall be in accordance with Personnel Rule 3.1.1 Flexibly-Allocated Classification. Commencing on July 29, 2012 (pay period 17), each employee having qualified for a flexible promotion during the period of August 1, 2009 through July 29, 2012 will be placed at the Classification level which in the absence of the suspension would have taken effect during the period of August 1, 2009 through July 29, 2012.

**ARTICLE 39
MERIT INCREASES**

Merit increases shall be in accordance with Personnel Rule 4.2.3 Merit Salary Adjustments and 4.2.4 Salary Anniversary date. Commencing on July 29, 2012 (pay period 17), each employee having qualified for a merit increase during the period of August 1, 2009 through July 29, 2012 will be placed at the step in the range which in the absence of the suspension would have taken effect during the period of August 1, 2009 through July 29, 2012.

**ARTICLE 40
FURLOUGH**

For Fiscal Year 2013-14, if the County determines it is necessary, because of significant economic changes, to implement up to a forty (40) hour furlough effective July 1, 2013 or later in the fiscal year, the County will provide notice to authorized representatives of SEIU no later than May 1, 2013. Authorized representatives of SEIU may request the opportunity to meet and confer regarding the impacts of furlough. Failure to request

meet and confer in a timely fashion (as identified in the notice) will be considered a waiver of the right to meet and confer. See Addendum 'B'.

ARTICLE 41 OVERTIME

Overtime shall be governed by Personnel Rule 4.3 and the provisions of this Article.

A) The following shall apply to all classifications in Unit #4:

- 1) The County and its employees will comply with all provisions of the Federal Fair Labor Standards Act (FLSA) including the Amendments of 1985.
- 2) Except as otherwise provided by the Board, compensation for qualifying overtime work shall be in the form of compensatory time off (CTO) at the rate of straight time plus cash at a rate of one-half-time for an overall compensation rate of one and one-half-time unless an employee has accumulated 40 hours of CTO.
- 3) Qualifying overtime worked when an employee has a CTO balance of 40 or more hours shall be compensated by cash payment at a rate of time-and-one-half.
- 4) Joint employment (is defined as working in another position within or outside of the employee's department but within the County of Tulare organization) that creates an overtime liability for the County is prohibited without permission from the Board.
- 5) Should the term of this MOU expire without a successor MOU it is the intent of the parties that the CTO provisions of this article shall continue until modified by mutual agreement through meet and confer.

B) The following shall apply to all classifications in Units 1, 3, 6, and 7:

- 1) The County and its employees will comply with all provisions of the Federal Fair Labor Standards Act (FLSA) including the Amendments of 1985.
- 2) Except as otherwise provided by the Board, compensation for qualifying overtime work for FLSA non-exempt employees shall be in the form of compensatory time off (CTO) at the rate of time-and-one-half unless an employee has accumulated sixty (60) hours of CTO.
- 3) Qualifying overtime worked when an employee has a CTO balance of sixty (60) or more hours shall be compensated by cash payment at a rate of time-and-one-half.
- 4) Joint employment that creates an overtime liability for the County is prohibited without permission from the Board.
- 5) Should the term of this MOU expire without a successor MOU it is the intent of the parties that the CTO provisions of this article shall continue until modified by mutual agreement through meet and confer. The department may not require an employee to use accrued CTO time. The department may request that an employee use CTO in lieu of vacation when the employees vacation

balance is less than 280 hours. The Department may request that an employee submit a plan for reducing his/her CTO balance.

6) Except in an emergency as determined by the Department Head, time off assigned within a normal week will be scheduled in conjunction with the employee's regular days off. This MOU shall not preclude the Department Head from agreeing to allow the employee to utilize the time off during the normal work week on a day(s) which are not in conjunction with the employee's normal days off.

C. Child Support Services Department employees (FLSA non-exempt) will have the option of choosing Cash or CTO if they have less than 60 hours banked CTO for overtime worked. Selection of qualified employees to work overtime will be without regard to employee's choice of compensation. Employees will be provided with payroll notification forms and deadline dates for changes. The compensation option selected will be applied to the whole pay period. This section shall apply only to employees working for Child Support Services Department.

D. The TulareWORKS division of the Health & Human Service Agency shall have the option to pay cash (regardless of an employee's CTO balance) for overtime when employees in units 1, 4, and 7 are working on case backlogs for CalWORKS, Medi-Cal, and CalFresh programs (or related work as determined by the Unit Manager). Compensation for qualifying overtime work for FLSA non-exempt employees shall be in the form of cash at time-and-one-half.

ARTICLE 42 PAYROLL

A. DIRECT DEPOSIT

Employees will receive their paychecks via direct deposit to a checking or other similar account at a financial institution of their choice. The County will consider exceptions of a case-by-case basis.

B. 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 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.

C. OVERPAYMENTS

Overpayments errors shall be corrected in the immediate next pay period. If the amount in the judgment of the Auditor's Office would constitute an unreasonable burden on the employee, overpayment errors may be corrected in subsequent pay periods pursuant to an agreement of court order. As a nonbinding guideline, repayments should be within the same number of pay periods in which the error occurred.

D. CONFIRMATION

The employee may request confirmation of any payroll error through their payroll clerk.

**ARTICLE 43
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 the Union 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 44
TERM**

The term of this agreement is August 1, 2012 through June 30, 2014.

**ARTICLE 45
EMPLOYMENT STANDARDS**

Failure to maintain necessary employment standards of position, e. g. drivers license, professional certification or license, etc. shall be cause for disciplinary action.

**ARTICLE 46
CONTINUING EDUCATION**

In addition to training otherwise provided by their department, employees shall be included in the tuition reimbursement program. Employees covered may take classes and obtain tuition reimbursement subject to the Tuition Reimbursement Guidelines in Addendum C of this agreement. This article includes, but is not limited to, MSW Programs.

**ARTICLE 47
BILINGUAL PAY**

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

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

Flat Rate Bi-lingual Positions: Employees who provide translation services for the County and receive a flat amount each pay period for these services. The bi-weekly compensation for this skill will be \$0.50 per hour multiplied by the number of assigned hours in a pay period. The employee must pass a proficiency test in speaking, and reading and/or writing.

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

Other Languages: Other languages should be handled by:

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

The County agrees to grandparent the current Investigator-Public Defender positions under the 5% bi-lingual rate.

ARTICLE 48 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, all other provisions of this MOU shall remain in full force and effect. Any provision declared invalid under the above language will be subject to Meet and Confer.

ARTICLE 49 INTER-OFFICE MAIL

The County inter-office and inter-department mail systems may be used for the mailing of grievances (including attachments), grievance responses and grievance appeals only.

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 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.

ARTICLE 50 ADMINISTRATIVE STAFF MINUTES

HHSA shall to the extent they are maintained provide to the Union copies of all Administrative Staff minutes for the Child Welfare Services, TulareWorks and Mental Health units upon request.

ARTICLE 51 TRANSFERS

Transfers shall be made in accord with Personnel Rule 10.

Reassignment: Movement from one assignment to another assignment in the same classification in the same division and in the same city is a reassignment and shall be at the discretion of the Division Manager.

For positions in HHSA lower than the equivalent of a Staff Services Analyst the following Agency policy also applies:

The following is a brief outline of the major provisions of the policy to be utilized in filling vacant positions prior to certifying applicants from outside of the HHS Agency:

1. Comprehensive listing of all vacant positions eligible to accept transfers will be posted on a weekly basis with all other job flyers.
2. Transfer opportunity postings will occur on Mondays or Tuesdays during Monday holidays and shall remain open through Friday of the same week.
3. Employees must submit a completed Agency transfer request form as designated by the Agency to HHS HR prior to 5:00 PM, on the Friday closing the posting.
4. Should the transfer list yield less than three qualified requests as determined by the Agency, the vacancy will be then certified for outside applicants in addition to transfers.
5. If the posting yields three or more qualified requests, the vacant position will be filled from the current list of valid transfer requests.
6. After the department and/or Agency has determined the employee to be transferred, the employee chosen to transfer into the vacant position will be notified by the Agency.

Nothing contained in this procedure is intended to, nor shall it, restrict, affect, modify or limit management rights as indicated in the appropriate article(s), policies, past practice, laws or procedures.

ARTICLE 52 VEHICLE OPERATION

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.

ARTICLE 53 REIMBURSEMENT FOR DAMAGED PROPERTY

The County agrees to replace employee's personal property when such property is lost or damaged in the line of duty without fault of the employee as per Board Resolution 2003-0851.

In addition:

The County will clean or repair the personal automobile of employees covered by this agreement only when, without fault of the employee, such automobile is soiled, infested or damaged by a client of his/her department while that employee is transporting said client in the line of duty. Transporting shall include that time when the client is entering, occupying or exiting the employee's vehicle.

When a qualifying incident occurs the employee shall notify his/her supervisor in writing on the appropriate form at the earliest opportunity but in no case later than 9:00 AM on the next business day.

Reimbursement shall be limited to the minimum amount necessary to reasonably clean or repair the qualifying damage.

The employee's supervisor shall make a preliminary determination of the validity of the claim. Claims appearing to be valid shall be forwarded to Risk Management for review and if they are determined to meet the criteria of this Article shall be forwarded to the Board of Supervisors for authorization of payment.

ARTICLE 54 EQUAL EMPLOYMENT / DISCRIMINATION / SEXUAL HARASSMENT

Sexual harassment is a violation of Title VII of the Civil Rights Act of 1964 and it is against the policies of the County for any employee, male or female, to sexually harass another employee per Personnel Rule 14.

ARTICLE 55 HHSA SCHEDULED TRAINING

The HHSA will not routinely schedule on-going training on the calendar month-end cut-off day. It is understood and agreed that emergency and/or unusual conditions may alter the above for temporary periods of time.

ARTICLE 56 CASELOADS

Self Sufficiency Counselors and Social Service Workers caseloads shall be divided among the workers as equally as is administratively feasible with the following understanding:

- 1) Designated Lead Self Sufficiency Counselors and designated Lead Resource Specialists shall be assigned a caseload 85% of the "regular caseload"
- 2) Inexperienced Self Sufficiency Counselors shall maintain a reduced caseload in accord with the following:

Where it is possible as determined by the unit manager, inexperienced workers will not be placed in intake duties. Also, where possible as determined by the unit manager, inexperienced workers still on probationary period will not be placed in intake unless they have demonstrated their competence in handling such duties. Immediate Supervisors shall limit the new worker's responsibility for the caseload until the training is completed. It is understood and agreed that emergency and/or unusual conditions may alter the above for temporary periods of time.

**ARTICLE 57
HHSA QUIET TIME**

The Health and Human Services Agency (HHSA) agrees to continue quiet time from client contact as follows:

1. Only Eligibility Workers and Self-Sufficiency Counselors shall be eligible for quiet time provisions.
2. Quiet time shall consist of five (5) hours per week, no more than one hour per day. During said time workers will be free from interviews except in emergency situations.
3. Inclusion of all Eligibility Workers and Self-Sufficiency Counselors in these quiet time provisions, except those working as Service Representatives shall be mandatory.
4. No unit meeting or training functions shall be scheduled during quiet time, except when, in the opinion of management, these meetings must be held during quiet time for the safe and/or efficient operation of the Department.

**ARTICLE 58
HHSA FLEXIBLE DAY SCHEDULING**

The HHSA agrees to allow flexible scheduling for Social Service Workers whenever the worker is required to work beyond the normal 5:00 P.M. shift end because of scheduled calls or interviews. Each unit Supervisor is hereby authorized to do such scheduling, whereby the worker may, whenever possible, offset the additional hours worked by working fewer hours the following day or another day within the work week. In deciding when and if the employee will work fewer hours, the employee's supervisor shall take into consideration any scheduled appointments that the employee may have. If the excess hours are not offset within the workweek they shall be treated in accord with the OVERTIME Article.

**ARTICLE 59
EXTENDED WORK HOURS**

In order to provide medical services in an efficient manner, HHSA has established a twelve-hour work shift for the following classifications, on an assigned basis, which is based on the needs of the work location in which assigned: Physician Assistant, Nurse Practitioner, Registered Nurse, Licensed Vocational Nurse, Health Aide, and Clerk.

- 1) All staff assigned to work on these teams will work three (3) twelve (12) hour days for a total of thirty-six hours per week.
- 2) Employees working this schedule will be paid for forty (40) hours.
- 3) HHSA will solicit qualified volunteers to work this extended schedule, but the department reserves the right to decline an offer from an employee to volunteer for an extended hours schedule. Should there be insufficient volunteers to maintain adequate coverage at a given work location, staff will be assigned to the schedule with consideration given to seniority, workload, and departmental needs.
- 4) Once an employee is assigned to an extended hours schedule, this will be their regular work assignment. Employees may request to be added to or removed from an extended hours schedule effective the beginning of each calendar quarter. Once assigned to the extended hours schedule,

employees must work that schedule for the entire quarter. The department reserves the right to remove an employee from an extended hours schedule.

**ARTICLE 60
FULL UNDERSTANDING**

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

**ARTICLE 61
IMPASSE PROCEDURE**

During any such time that negotiations are reopened in accord with this MOU and the parties are unable to reach an agreement, the County impasse procedure, set forth in the County's Employee Relations Policy, will apply including mediation and/or resolution by the Board of Supervisors, in accord with that procedure.

**ARTICLE 62
EMPLOYEE LAYOFFS**

Refer to Personnel Rule 11.2. Notice will be give to the Union of proposed layoffs.

**ARTICLE 63
BACKGROUND CHECKS**

Employees that are assigned to work in a criminal justice/law enforcement facility or a department that requires a special security clearance shall be subject to background investigation finger print checks.

**ARTICLE 64
MISCELLANEOUS AGREEMENTS**

A. The parties met and conferred on the following topics and reached agreement:

1. TRAVEL & TRAINING TIME POLICY. New Administrative Regulation to codify when travel and training time is compensable (see attached Policy).
2. ADMINISTRATIVE REGULATION NO. 26. Agreement to change regulation so that it only applies to Safety employees.

B. Revision of the following Personnel Rules:

1. 6.8.8 VACATION DONATION.
2. 6.5 WORKERS COMPENSATION LEAVE.
3. 6.7.7 REVIEW OF SICK LEAVE USAGE.
4. 6.16 DOMESTIC VIOLENCE LEAVE.

ADDENDUM A

PERSONNEL RULE 18 PROBATIONARY PERIOD

18.1 PROBATIONARY PERIOD

18.1.1 Regular Appointment Following Probationary Period

An appointment made in the competitive or project service to a class in which the employee has not previously held regular status shall be tentative and subject to a probationary period of not less than thirteen (13) pay periods of actual service. The Board of Supervisors may designate some classifications to serve a probationary period of up to twenty-six (26) pay periods. Two pay periods before the end of the probation period, the Department Head shall file with the Human Resources Director a statement of performance in writing to the effect that the retention of such employee is desired or undesired. If a performance statement is filed indicating that retention is not desired, the process to effect termination of the employee's employment shall be immediately initiated. A performance statement affirming the desirability of retaining a probationary employee shall be required to effect the regular appointment of the employee. An employee will be considered to have obtained regular status upon completion of the probationary period designated for the job classification.

- a) Transfer A transfer assumes the employee is moving to the same or similar classification and therefore does not trigger a probationary period.
- b) Initial Probationary Period An employee's first full probationary period with the County is that employee's initial County probationary period.
 - i. An employee rejected from an Initial Probationary Period has no rights to any other position.
 - ii. Leave with pay during an Initial Probationary period may only be used as follows:
 1. Vacation may not be used except as an addition to holiday pay to fill out an extended day schedule such as a 4/10 or 4/9/4 schedule.
 2. CTO is treated in the same manner as vacation.
 3. Sick Leave may not be used.
 4. Personal Holiday may not be used.
- c) Subsequent Probationary Periods Once the employee has successfully served an Initial Probationary Period, any subsequent probationary periods have no probationary restrictions on leave usage. Normal usage restrictions and approval requirements apply.
- d) Actual Service Any pay period for which the employee would earn a seniority as defined in Rule 11.2.3 a) is a pay period of Actual Service for purposes of this rule.

18.1.2 Objective of Probationary Period

The probationary period is part of the examination process and shall be regarded as the final step in the selection process and shall be utilized for closely observing the employee's work performance and adjustment to his position.

18.1.3 Rejection of Probationer

During the probationary period, an employee may be rejected at any time when, in the opinion of the Appointing Authority, the employee's performance is at a level that is not reasonable and consistent with the knowledge, skills, abilities and other characteristics necessary for fully satisfactory performance in the employee's position. Said rejection shall be without the right of appeal or grievance except, however, that such employee may request an informal review by the Human Resources Director or designee. Notification of rejection in writing shall be served on the probationer and a copy filed with the Human Resources Director.

The department shall confidentially document the work related reasons why the employee's performance was not reasonable and consistent with the knowledge, skills, abilities and other characteristics necessary for fully satisfactory performance in the employee's position. This documentation is for the purpose of auditing by the Human Resources & Development Department to ensure the rejection was for a legitimate work related reason and not for an illegal reason such as discrimination as is proscribed in current law.

Said documentation, including drop files, shall be placed in the employee's official personnel file once the employee has been notified that they have failed probation and shall be retained until any applicable statute of limitations has expired.

18.1.4 Rejection Following Promotion

Any employee rejected during the probationary period following a promotional appointment shall be placed in another County position in accord with the following order of priority:

- a) To the same or similar class from which promoted in the employee's current department if a vacancy in such class exists.
- b) To the same or similar class from which promoted in the employee's department of origin if a vacancy in such class exists.
- c) To the same or similar class from which promoted in a department other than the employee's department of origin if a vacancy in such class exists.
- d) If no vacancies as described above exist the employee will be returned to the position from which the employee was promoted and the incumbent in that position will be laid off, if hired from outside the County, or placed in another County position in accord with the above procedure.
- e) For purposes of this rule, a similar class is a classification with similar minimum qualifications and salary within one percent (1%) of the employees current classification.

Employees in the project service must have been hired through a competitive process in order to transfer or demote into positions in the competitive service.

An employee promoted from a designated, entry-level trainee position in a flexibly allocated class shall not be restored to the position from which promoted. Employees promoted from the project service to the competitive service shall be restored to the position from which promoted only if at that time they meet all special requirements of the project service position.

18.2 **Rejection Following Voluntary Demotion**

a) When an employee who has not yet completed his Initial Probationary Period voluntarily demotes to a lower classification, the employee shall remain on the Initial Probationary Period. This probationary period shall not be extended.

b) Any employee rejected from probation during this continuing Initial Probationary Period following a voluntary demotion shall be separated from County service.

c) Should this employee reapply for either classification he or she will serve a new Initial Probationary Period

18.3 **Probationary Period Upon Reinstatement**

When a former employee is reinstated after a separation of less than two years from County service, he or she will not be required to serve a probationary period, unless a probationary period was not completed during the first period of employment with the county.

If a former employee is reinstated after a separation from County service of greater than two (2) years but less than five (5) years, a new probation period will be required.

If a former employee seeks reinstatement after a separation of more than five (5) years, reinstatement will be denied. This denial will not prohibit the former employee from seeking employment through the competitive process and, if appointed, will be treated as though a new hire with the expectation of serving a new probationary period.

ADDENDUM B

FURLOUGH: FLSA Covered Employees

For Fiscal Year 2013-2014, if the County, in its sole discretion, implements up to a forty (40) hour furlough, it will commence on a pay period designated by the County. Employees will take up to forty (40) hours of furlough time from the time the County designates through June 30, 2014.

a) An employee's earnings will be reduced by up to forty (40) hours from July 1, 2013 – June 30, 2014, if the County decides to implement a furlough, and depending on the pay period when the County implements. A furlough consists of scheduling an employee off work for a given period of time with no compensation.

In order to minimize the financial impact of the furlough from occurring in one pay period, the forty (40) hour pay reduction will be spread over twenty-six (26) pay periods beginning on a pay period designated by the County and ending on June 30, 2014. For this period of time an employee's earnings will be reduced by 1.923%. This is calculated by dividing 40 hours by 2080 hours in a work year.

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

In the event a bargaining unit commences the furlough program in a pay period after the July 1, 2013, the dollar amount of the pay reduction will be higher (see Chart based on a 40 hour furlough) since there will be fewer pay periods to obtain the same annual savings if the furlough had commenced on July 1, 2013.

The department head shall authorize the use of Furlough Hours. The date and time at which an employee takes furlough hours shall be determined by the prior approval of the department head with due regard to the employee and the needs of the County except as provided herein. Furlough hours shall be used prior to the use of vacation except in the event of a scheduled temporary office closure as authorized in this Addendum. However, various County departments may schedule a temporary office closure which may coincide with the holidays at the end of the calendar year or during other periods. Any department or agency proposing such temporary office closure will advise the County Administrative Officer, the Auditor-Controller's office and the Human Resources Department by July 1, 2013. If a department elects to have a temporary office closure furlough hours must be reserved for use during the temporary office closure.

Furlough time is not considered a break in County service and will not affect County benefits. There will be no negative impact to: holiday pay; sick leave accrual; vacation accrual; benefit amount; computing service time; and retirement (the employer and employee will continue to pay their respective retirement contributions as if their pay had not been reduced). However, tax withholding will be based on actual earnings for income taxes, Social Security and Medicare.

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

Employees on a paid leave of absence will participate in the furlough.

Employees on unpaid leaves of absence will be excluded from the furlough during their unpaid leave period;

however, they will participate if they return to work between July 1, 2013 and June 30, 2014.

1. Up to forty (40) Furlough hours must be used between July 1, 2013 – June 30, 2014, or another designated pay period for start date. Employees may use Furlough hours in concert with their Vacation, Personal Holiday, provided however, such Furlough hours must be used and exhausted before being used in concert with said leaves. However, any unused furlough hours on the books after June 30, 2014 will be forfeited as described below. Nevertheless, if an employee has made reasonable request(s) pursuant to department requirements to use their Furlough Hours and was not granted use of those Furlough Hours, they will have their paycheck adjusted in the payroll period following June 30, 2014 to correct for the overage withheld.

2. Employees who are hired or return to work from unpaid leave between July 1, 2013 - June 30, 2014 shall have a pay reduction of 1.923% per pay period for the remaining furlough period and be credited furlough hours equivalent to 1.54 hours times the number of pay periods remaining in the furlough term, or at the County's discretion, a lump sum of furlough hours equivalent to what would be accrued at 1.54 hours times the number of pay periods remaining in the furlough term.

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

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

5. Part time employees will fully participate in the furlough up to a forty (40) hour basis.

6. Employees who experience a change in pay rate between July 1, 2013 – June 30, 2014 shall have their per pay period furlough amount adjusted accordingly and applied to the remaining furlough payroll periods, regardless of how many furlough hours have been used.

7. Employees who change bargaining units between July 1, 2013 – June 30, 2014 will carry over their balance of furlough hours and will assume the pay reduction under their new unit, however, the total furlough time shall not exceed forty (40) hours in each furlough period.

8. If an employee separates from County employment between July 1, 2013 – June 30, 2014 and has made a reasonable request(s) pursuant to department requirements to use their Furlough Hours and who has not granted use of their hours will have their final paycheck adjusted to correct for the overage withheld.

9. If an employee separates from County employment during either furlough period, they shall have their final paycheck adjusted to account for any furlough hours used where an equivalent monetary reduction has occurred. For example, if an employee has used 40 furlough hours and has only had monetary reductions for the equivalent of 20 furlough hours, their final paycheck shall be adjusted to make up the difference between the hours used and the hours paid.

10. The Vacation Accrual cap will remain at 340 hours through June 30, 2013.

FURLOUGH: FLSA Exempt Employees

For Fiscal Year 2013-2014, if the County, in its sole discretion, implements up to a forty (40) hour furlough, it will commence on a pay period designated by the County. Employees will take up to forty (40) hours of furlough time from the time the County designates through July 27, 2014.

a) An employee's earnings will be reduced by forty (40) hours from July 28, 2013 - July 26, 2014, if the County decides to implement a furlough, and depending on the pay period when the County implements. A furlough consists of scheduling an employee off work for a given period of time with no compensation.

In order to minimize the financial impact of the furlough from occurring in one pay period, the up to forty (40) hour pay reduction will be spread over twenty-six (26) pay periods beginning on a pay period designated by the County and ending on July 26, 2014. For this period of time an employee's earnings will be reduced by 1.923%. This is calculated by dividing 40 hours by 2080 hours in a work year.

b) To offset the pay reduction employees will be credited with up to forty (40) Furlough hours commencing with with a pay period designated by the County through the period of July 26, 2014. Furlough hours may be used in the same manner as vacation hours, except as provided below. When using furlough hours alone or in conjunction with other qualifying paid leave hours the employee will continue to receive their regular pay as reduced by the 1.923%.

In the event a bargaining unit commences the furlough program in a pay period after the July 28, 2013, the dollar amount of the pay reduction will be higher (see Chart) since there will be fewer pay periods to obtain the same annual savings if the furlough had commenced on July 28, 2013.

The department head shall authorize the use of Furlough Hours. The date and time at which an employee takes furlough hours shall be determined by the prior approval of the department head with due regard to the employee and the needs of the County except as provided herein. Furlough hours shall be used prior to the use of vacation except in the event of a scheduled temporary office closure as authorized in this Addendum. However, various county departments may schedule a temporary office closure which may coincide with the holidays at the end of the calendar year or during other periods. Any department or agency proposing such temporary office closure will advise the County Administrative Officer, the Auditor-Controller's office and the Human Resources Department by July 28, 2013. If a department elects to have a temporary office closure furlough hours must be reserved for use during the temporary office closure.

Furlough time is not considered a break in County service and will not affect County benefits. There will be no negative impact to: holiday pay; sick leave accrual; vacation accrual; benefit amount; computing service time; and retirement (the employer and employee will continue to pay their respective retirement contributions as if their pay had not been reduced). However, tax withholding will be based on actual earnings for income taxes, Social Security and Medicare.

Employees on a paid leave of absence will participate in the furlough.

Employees on unpaid leaves of absence will be excluded from the furlough during their unpaid leave period; however, they will participate if they return to work between July 28, 2013 and July 26, 2014.

1. Up to forty (40) Furlough hours must be used between July 28, 2013 - July 26, 2014, or another designated pay period for start date. Employees may use Furlough hours in concert with their Vacation, Personal Holiday, provided however, such Furlough hours must be used and exhausted before being used in concert with said leaves. However, any unused furlough hours on the books after July 26, 2014 will be forfeited as described below. Nevertheless, if an employee has made reasonable request(s) pursuant to department requirements to use their Furlough Hours and was not granted use of those Furlough Hours, they will have their paycheck adjusted in the payroll period following July 26, 2014 to correct for the overage withheld.
2. Employees who are hired or return to work from unpaid leave between July 28, 2013 - July 26, 2014 shall have a pay reduction of 1.923% per pay period for the remaining furlough period and be credited furlough hours equivalent to 1.54 hours times the number of pay periods remaining in the furlough term, or at the County's discretion, a lump sum of furlough hours equivalent to what would be accrued at 1.54 hours times the number of pay periods remaining in the furlough term.
3. If an employee has used more furlough hours than required (due to going off payroll and therefore not being required to participate in the furlough), their furlough hours shall be reduced by 1.54 hours for each pay period they were on an unpaid leave of absence and an employee's vacation or compensatory time off hours will be reduced by the equivalent number of hours for the equivalent reduction, future vacation accruals, or compensatory time off hours earned shall be used.
4. If an employee is about to go into an unpaid leave of absence status, they will only be allowed to use the equivalent number of furlough hours (1.54 per pay period times the number of pay periods they have already worked) so that they will avoid over-usage of furlough hours. For example, if an employee has worked thirteen (13) pay periods, they can only use twenty (20) furlough hours. A department may require the use of benefit hours (vacation, compensatory time off, personal holiday) prior to going on an unpaid leave of absence status.
5. Part time employees will fully participate in the furlough up to a forty (40) hour basis.
6. Employees who experience a change in pay rate between July 28, 2013 - July 26, 2014 shall have their per pay period furlough amount adjusted accordingly and applied to the remaining furlough payroll periods, regardless of how many furlough hours have been used.
7. Employees who change bargaining units between July 28, 2013 - July 26, 2014 will carry over their balance of furlough hours and will assume the pay reduction under their new unit, however, the total furlough time shall not exceed forty (40) hours in each furlough period.
8. If an employee separates from County employment between July 28, 2013 - July 26, 2014 and has made a reasonable request(s) pursuant to department requirements to use their Furlough Hours and who has not granted use of their hours will have their final paycheck adjusted to correct for the overage withheld.
9. If an employee separates from County employment during either furlough period, they shall have their final paycheck adjusted to account for any furlough hours used where an equivalent monetary reduction has occurred. For example, if an employee has used 40 furlough hours and has only had monetary reductions for the equivalent of 20 furlough hours, their final paycheck shall be adjusted to make up the difference between the hours used and the hours paid.
10. The Vacation Accrual cap will remain at 340 hours through June 30, 2013.

ADDENDUM C

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 the 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.

ADDENDUM D

BU	GRD	FLSA	TITLE	GRADE	Step 1	Step 2	Step 3	Step 4	Step 5
01	143	C	Account Clerk	143	11.516	12.100	12.713	13.358	14.035
07	170	C	Account Clerk-Principal	170	14.340	15.067	15.831	16.634	17.477
01	153	C	Account Clerk-Senior	153	12.716	13.361	14.038	14.750	15.498
07	165	C	Account Clerk-Supv	165	13.646	14.338	15.065	15.829	16.631
07	741	P	Accountant I	741	19.849	20.855	21.912	23.023	24.190
07	745	P	Accountant II	745	21.919	23.030	24.198	25.425	26.714
07	776	P	Accountant III	776	24.450	25.690	26.992	28.360	29.798
07	180	C	Administrative Aide	180	15.835	16.638	17.481	18.367	19.298
03	812	C	Ag & Stds Inspector Aide	812	10.965	11.521	12.105	12.719	13.364
03	605	C	Ag & Stds Inspector I	605	17.106	17.973	18.884	19.841	20.847
03	606	C	Ag & Stds Inspector II	606	18.889	19.847	20.853	21.910	23.021
03	608	C	Ag & Stds Inspector III	608	20.860	21.918	23.029	24.196	25.423
07	611	C	Ag & Stds Inspector IV	611	21.505	22.595	23.740	24.943	26.207
03	604	C	Ag & Stds Inspector Trainee	604	15.197	15.967	16.776	17.627	18.521
07	140	C	Aging Services Program Asst	140	12.249	12.870	13.522	14.208	14.928
07	612	C	Agricultural Staff Biologist	612	21.505	22.595	23.740	24.943	26.207
03	162	C	Agricultural Technician I	162	13.502	14.187	14.906	15.662	16.456
03	172	C	Agricultural Technician II	172	14.911	15.667	16.461	17.296	18.173
04	182	C	Alcohol & Drug Specialist I	182	16.070	16.885	17.741	18.640	19.585
04	926	C	Alcohol & Drug Specialist II	926	16.889	17.745	18.645	19.590	20.583
07	124	E	Analyst-Assessor's System	124	31.165	32.745	34.405	36.150	37.983
03	664	C	Analyst-Geographic Info Sys I	664	23.304	24.485	25.726	27.030	28.400
03	660	C	Analyst-Geographic Info Sys II	660	25.734	27.039	28.410	29.850	31.363
03	987	C	Animal Control Officer I	987	13.975	14.684	15.428	16.210	17.032
03	351	C	Animal Control Officer II	351	16.986	17.847	18.752	19.703	20.702
07	696	C	Animal Control Volunteer Coord	696	13.709	14.404	15.134	15.901	16.707
03	460	C	Animal Facilities Planner	460	22.988	24.153	25.377	26.664	28.016
03	263	C	Appraiser I	263	19.985	20.998	22.063	23.182	24.357
03	747	C	Appraiser II	747	22.513	23.654	24.853	26.113	27.437
03	750	C	Appraiser III	750	24.873	26.134	27.459	28.851	30.314
07	616	C	Appraiser IV	616	27.433	28.824	30.285	31.820	33.433
07	215	C	Assist Equipment Superintendent	215	22.410	23.546	24.740	25.994	27.312
07	330	C	Assist Road Superintendent	330	19.372	20.354	21.386	22.470	23.609
03	614	C	Auditor-Appraiser I	614	22.052	23.170	24.345	25.579	26.876
03	615	C	Auditor-Appraiser II	615	24.841	26.100	27.423	28.813	30.274
03	616	C	Auditor-Appraiser III	616	27.433	28.824	30.285	31.820	33.433
07	689	C	Auditor-Appraiser IV	689	30.337	31.875	33.491	35.189	36.973
03	229	C	Autopsy Assistant	229	16.190	17.010	17.873	18.779	19.731
03	204	C	Building Plans Checker	204	20.485	21.523	22.614	23.760	24.965
03	174	C	Building/Zoning Inspect Aide	174	15.210	15.981	16.791	17.642	18.536

03	194	C	Building/Zoning Inspector I	194	18.549	19.489	20.477	21.515	22.606
03	204	C	Building/Zoning Inspector II	204	20.485	21.523	22.614	23.760	24.965
07	214	E	Building/Zoning Inspector III	214	22.189	23.314	24.496	25.738	27.043
07	794	E	Buyer	794	22.016	23.132	24.305	25.537	26.832
03	194	C	Cadastral Mapping Tech I	194	18.549	19.489	20.477	21.515	22.606
03	204	C	Cadastral Mapping Tech II	204	20.485	21.523	22.614	23.760	24.965
03	747	C	Cadastral Mapping Tech III	747	22.513	23.654	24.853	26.113	27.437
07	227	C	Cadastral Supervisor	227	25.243	26.523	27.868	29.281	30.765
01	737	C	CalWIN Aid Claim Spec	737	20.235	21.261	22.339	23.471	24.661
07	745	C	CalWIN Aid Claim Supv	745	21.919	23.030	24.198	25.425	26.714
04	811	C	Caseworker Aide I-CWS	811	10.494	11.026	11.585	12.172	12.789
04	431	C	Caseworker Aide II-CWS	431	11.542	12.127	12.742	13.388	14.067
04	129	C	Caseworker I-Assist	129	9.505	9.987	10.493	11.025	11.584
04	811	C	Caseworker II-Assist	811	10.494	11.026	11.585	12.172	12.789
01	722	C	Cashier	722	13.352	14.029	14.740	15.487	16.272
06	741	C	Certified Occup Therapist Asst	741	19.849	20.855	21.912	23.023	24.190
07	103	C	Chief Assessment Clerk	103	18.873	19.830	20.835	21.891	23.001
07	225	E	Chief Clinical Lab Technologist	225	34.153	35.884	37.703	39.614	41.622
07	625	C	Chief Deputy Public Guardian	625	23.199	24.375	25.611	26.909	28.273
04	182	C	Child Interview Specialist	182	16.070	16.885	17.741	18.640	19.585
03	686	C	Child Support Officer I	686	14.268	14.991	15.751	16.549	17.388
03	298	C	Child Support Officer II	298	16.402	17.233	18.107	19.025	19.989
03	300	C	Child Support Officer III	300	17.235	18.109	19.027	19.992	21.006
07	495	C	Child Welfare Service Supv	495	25.855	27.166	28.543	29.990	31.510
04	171	C	Children Services Worker	171	14.410	15.141	15.909	16.715	17.562
07	180	C	Children's Services Supervisor	180	15.835	16.638	17.481	18.367	19.298
01	147	C	Civil Clerk	147	11.982	12.589	13.227	13.898	14.603
07	790	C	Claims Supervisor	790	22.998	24.164	25.389	26.676	28.028
01	331	C	Clerk-Dispatcher	331	14.321	15.047	15.810	16.611	17.453
01	853	C	Clerk-Dispatcher-Senior	853	15.812	16.614	17.456	18.341	19.271
07	637	C	Clerk-Principal	637	13.919	14.625	15.366	16.145	16.963
07	662	E	Clinic Coordinator	662	23.109	24.281	25.512	26.805	28.164
06	218	C	Clinical Lab Technologist I	218	27.704	29.108	30.584	32.135	33.764
06	639	C	Clinical Lab Technologist II	639	29.115	30.591	32.142	33.771	35.483
07	180	C	Clinical Svs Training Speclst	180	15.835	16.638	17.481	18.367	19.298
03	194	C	Code Compliance Ofcr I	194	18.549	19.489	20.477	21.515	22.606
03	204	C	Code Compliance Ofcr II	204	20.485	21.523	22.614	23.760	24.965
07	209	E	Code Compliance Ofcr III	209	21.116	22.187	23.312	24.494	25.736
06	921	C	Coding Specialist	921	22.060	23.178	24.353	25.588	26.885
03	167	C	Collector I	167	14.190	14.909	15.665	16.459	17.293
03	252	C	Collector Trainee	252	12.353	12.979	13.637	14.328	15.054
03	172	C	Collector-Tax Programs	172	14.911	15.667	16.461	17.296	18.173
07	601	E	Collector-Tax Programs Supv	601	22.669	23.818	25.025	26.294	27.627

06	265	C	Communicable Disease Investgr	265	16.249	17.073	17.939	18.848	19.804
03	204	C	Communications Network Spec	204	20.485	21.523	22.614	23.760	24.965
07	673	C	Communications Services Supv	673	22.551	23.694	24.895	26.157	27.483
03	618	C	Community Development Spec I	618	20.589	21.633	22.730	23.882	25.093
03	460	C	Community Development Spec II	460	22.988	24.153	25.377	26.664	28.016
07	620	C	Community Development Spec III	620	26.622	27.972	29.390	30.880	32.446
03	163	C	Community Development Tech I	163	13.638	14.329	15.055	15.818	16.620
03	644	C	Community Development Tech II	644	15.059	15.822	16.624	17.467	18.352
06	173	C	Community Educ Specialist	173	14.771	15.520	16.307	17.134	18.003
06	138	C	Community Health Technician	138	10.444	10.973	11.529	12.114	12.728
07	189	C	Community Program Specialist	189	17.315	18.193	19.115	20.084	21.102
03	152	C	Computer Svs Technician I	152	12.231	12.851	13.502	14.187	14.906
03	162	C	Computer Svs Technician II	162	13.502	14.187	14.906	15.662	16.456
07	179	C	Computer Technical Analyst I	179	15.679	16.474	17.309	18.186	19.108
07	189	C	Computer Technical Analyst II	189	17.315	18.193	19.115	20.084	21.102
03	188	C	County 911 Coordinator	188	17.475	18.361	19.292	20.270	21.298
01	720	C	County Financial Technicn I	720	12.716	13.361	14.038	14.750	15.498
01	723	C	County Financial Technicn II	723	13.987	14.696	15.441	16.224	17.047
07	643	C	County Financial Technicn III	643	14.626	15.368	16.147	16.966	17.826
07	976	E	County Museum Curator	976	17.661	18.556	19.497	20.485	21.524
04	993	C	Court Representative Lead-CWS	993	26.971	28.338	29.775	31.284	32.870
04	216	C	Court Representative-CWS	216	24.772	26.028	27.347	28.733	30.190
03	336	C	Crime Systems Specialist	336	21.640	22.737	23.890	25.101	26.373
04	191	C	Crisis Intervention Worker	191	17.573	18.464	19.400	20.383	21.416
04	206	C	Crisis Service Worker	206	20.393	21.427	22.513	23.654	24.853
07	205	E	Custodial Services Manager	205	20.294	21.323	22.404	23.540	24.733
07	177	C	Custodial Supervisor	177	15.371	16.150	16.969	17.829	18.733
06	691	C	Dairy Inspector I	691	20.496	21.535	22.627	23.774	24.979
06	690	C	Dairy Inspector II	690	22.535	23.677	24.877	26.138	27.463
06	335	C	Dairy Inspector III	335	24.842	26.101	27.424	28.814	30.275
06	155	C	Dental Assistant	155	12.359	12.986	13.644	14.336	15.063
07	515	C	Deputy Elections Supervisor	515	19.987	21.000	22.065	23.183	24.359
07	687	C	Deputy Fire Marshal	687	21.754	22.857	24.016	25.234	26.513
03	520	C	Detention Svs Ofcr-Sher	520	12.827	13.478	14.161	14.879	15.633
03	162	C	Detention Svs Officer-Sher	162	13.502	14.187	14.906	15.662	16.456
06	285	C	Dietician I	285	25.517	26.811	28.170	29.598	31.099
07	286	C	Dietician II	286	26.814	28.173	29.601	31.102	32.679
01	146	C	Digital Equipment Operator I	146	11.863	12.464	13.096	13.760	14.458
01	156	C	Digital Equipment Operator II	156	13.099	13.763	14.461	15.194	15.964
07	120	E	Director,Public Health Lab	120	36.904	38.775	40.741	42.806	44.976
01	817	C	Donation Coordinator	817	12.221	12.841	13.492	14.176	14.895
03	166	C	Drafter I	166	14.051	14.763	15.511	16.297	17.123
03	176	C	Drafter II	176	15.515	16.302	17.128	17.996	18.908

07	189	C	Drafter III	189	17.315	18.193	19.115	20.084	21.102
01	146	C	Duplications Equipment Op I	146	11.863	12.464	13.096	13.760	14.458
01	156	C	Duplications Equipment Op II	156	13.099	13.763	14.461	15.194	15.964
01	147	C	Election Clerk I	147	11.982	12.589	13.227	13.898	14.603
01	237	C	Election Clerk II	237	13.216	13.886	14.590	15.330	16.107
01	284	C	Election Clerk III	284	14.551	15.288	16.063	16.877	17.733
01	525	C	Elections Technical Analyst	525	17.315	18.193	19.115	20.084	21.102
04	161	C	Eligibility Worker II	161	13.050	13.712	14.407	15.137	15.904
04	171	C	Eligibility Worker III	171	14.410	15.141	15.909	16.715	17.562
03	736	C	Emergency Dispatcher I	736	15.336	16.113	16.930	17.788	18.690
03	738	C	Emergency Dispatcher II	738	16.936	17.795	18.697	19.645	20.641
03	994	C	Emergency Dispatcher III	994	18.681	19.628	20.623	21.668	22.767
03	151	C	Emergency Dispatcher Trainee	151	12.714	13.359	14.036	14.748	15.496
07	744	C	Emergency Dispatcher-Supv	744	21.075	22.143	23.266	24.445	25.684
03	638	C	Engineer I	638	25.970	27.287	28.670	30.123	31.650
03	640	C	Engineer II	640	28.957	30.425	31.967	33.588	35.291
07	759	C	Engineer III	759	33.859	35.575	37.378	39.273	41.264
03	163	C	Engineering Aide I	163	13.638	14.329	15.055	15.818	16.620
03	178	C	Engineering Aide II	178	15.826	16.628	17.471	18.357	19.288
03	740	C	Engineering Technician I	740	18.331	19.260	20.236	21.262	22.340
03	201	C	Engineering Technician II	201	20.646	21.693	22.793	23.949	25.163
07	753	C	Engineering Technician III	753	23.042	24.210	25.437	26.727	28.082
07	779	C	Engineering Technician IV	779	25.559	26.855	28.216	29.646	31.149
06	253	C	Environmental Health Aide I	253	12.237	12.857	13.509	14.194	14.914
06	164	C	Environmental Health Aide II	164	13.512	14.197	14.917	15.673	16.468
06	691	C	Environmental Health Spec I	691	20.496	21.535	22.627	23.774	24.979
06	690	C	Environmental Health Spec II	690	22.535	23.677	24.877	26.138	27.463
06	335	C	Environmental Health Spec III	335	24.842	26.101	27.424	28.814	30.275
03	219	C	Environmental Quality Spec	219	19.108	20.077	21.095	22.164	23.288
03	742	C	Environmental Quality Technicn	742	18.170	19.091	20.059	21.076	22.144
07	915	C	Family Services Coordinator	915	20.496	21.535	22.627	23.774	24.979
07	190	C	Family Services Supervisor	190	17.487	18.374	19.305	20.284	21.312
03	152	C	Fingerprint Technician I	152	12.231	12.851	13.502	14.187	14.906
03	162	C	Fingerprint Technician II	162	13.502	14.187	14.906	15.662	16.456
03	188	C	Fire Inspector	188	17.475	18.361	19.292	20.270	21.298
07	205	C	Fleet Services Supervisor	205	20.294	21.323	22.404	23.540	24.733
07	192	C	Food & Laundry Svs Manager	192	17.838	18.742	19.692	20.690	21.739
03	283	E	Graphics Specialist-DA	283	23.558	24.752	26.007	27.325	28.710
06	802	C	Health Aide	802	9.459	9.939	10.443	10.972	11.528
06	189	C	Health Education Assistant	189	17.315	18.193	19.115	20.084	21.102
07	205	C	Health Education Specialist	205	20.294	21.323	22.404	23.540	24.733
07	205	C	Health Educator	205	20.294	21.323	22.404	23.540	24.733
06	158	C	Health Program Assistant	158	12.731	13.376	14.054	14.767	15.516

07	195	C	Heavy Equipment Mechanic III	195	18.377	19.309	20.288	21.316	22.397
07	622	C	Heavy Equipment Supervisor	622	20.214	21.239	22.316	23.447	24.636
03	167	C	HHS Collector Investigator I	167	14.190	14.909	15.665	16.459	17.293
03	111	C	HHS Collector Investigator II	111	17.246	18.120	19.039	20.004	21.019
07	183	C	HHS Storage Facility Supv	183	16.313	17.140	18.009	18.922	19.881
04	808	C	Homemaker	808	10.287	10.809	11.357	11.933	12.538
07	415	C	IHSS Program Coordinator	415	18.382	19.314	20.293	21.322	22.403
07	234	E	IHSS Program Specialist	234	22.067	23.185	24.361	25.596	26.894
07	222	C	Inmate Industries Manager	222	24.021	25.239	26.519	27.863	29.276
03	603	C	Inmate Programs Specialist	603	14.618	15.359	16.138	16.956	17.816
03	783	C	Investigative Auditor	783	23.416	24.603	25.850	27.160	28.537
03	296	C	Investigative Technician I	296	12.851	13.502	14.186	14.905	15.661
03	167	C	Investigative Technician II	167	14.190	14.909	15.665	16.459	17.293
03	167	C	Investigator Aide	167	14.190	14.909	15.665	16.459	17.293
03	628	C	Investigator II-Public Def	628	26.666	28.018	29.438	30.930	32.498
03	896	C	Investigator II-Public Def-B	896	27.937	29.353	30.841	32.404	34.047
03	627	C	Investigator I-Public Def	627	24.126	25.349	26.634	27.984	29.403
03	908	C	Investigator I-Public Def-B	908	25.396	26.684	28.037	29.458	30.951
03	908	C	Investigator-Health & Human Sv	908	25.396	26.684	28.037	29.458	30.951
03	629	C	Investigator-Pub Def-Senior	629	29.333	30.820	32.382	34.024	35.749
03	631	C	Investigator-Pub Def-Senior-B	631	30.729	32.287	33.924	35.644	37.451
07	199	C	Investment Officer	199	19.121	20.090	21.109	22.179	23.303
07	287	E	IT Business Intelligence I	287	22.859	24.018	25.236	26.515	27.859
07	227	E	IT Business Intelligence II	227	25.243	26.523	27.868	29.281	30.765
07	307	C	IT Client Specialist I	307	19.559	20.551	21.593	22.688	23.838
07	308	C	IT Client Specialist II	308	22.798	23.954	25.168	26.444	27.785
03	302	C	IT Computer Operator I	302	16.120	16.937	17.796	18.698	19.646
03	189	C	IT Computer Operator II	189	17.315	18.193	19.115	20.084	21.102
07	227	C	IT Data Center Administrator	227	25.243	26.523	27.868	29.281	30.765
07	313	E	IT Database Administrator I	313	30.276	31.811	33.424	35.118	36.898
07	303	C	IT Desktop Technician I	303	16.412	17.244	18.118	19.037	20.002
07	305	C	IT Desktop Technician II	305	19.065	20.031	21.046	22.113	23.234
07	306	C	IT Desktop Technician III	306	22.142	23.264	24.443	25.682	26.984
07	307	C	IT Document Specialist I	307	19.559	20.551	21.593	22.688	23.838
07	308	C	IT Document Specialist II	308	22.798	23.954	25.168	26.444	27.785
07	309	C	IT Document Specialist III	309	26.481	27.824	29.235	30.717	32.274
07	307	C	IT Eprise Content Mgt Spc I	307	19.559	20.551	21.593	22.688	23.838
07	308	C	IT Eprise Content Mgt Spc II	308	22.798	23.954	25.168	26.444	27.785
07	307	C	IT Funding Specialist I	307	19.559	20.551	21.593	22.688	23.838
07	308	C	IT Funding Specialist II	308	22.798	23.954	25.168	26.444	27.785
07	301	C	IT Logistics Planner I	301	20.782	21.836	22.943	24.106	25.328
07	287	C	IT Logistics Planner II	287	22.859	24.018	25.236	26.515	27.859
03	162	C	IT Logistics Technician I	162	13.502	14.187	14.906	15.662	16.456

03	179	C	IT Logistics Technician II	179	15.679	16.474	17.309	18.186	19.108
07	312	E	IT Network Administrator I	312	26.060	27.381	28.769	30.228	31.760
07	313	E	IT Network Administrator II	313	30.276	31.811	33.424	35.118	36.898
07	312	E	IT Security Administrator I	312	26.060	27.381	28.769	30.228	31.760
07	311	E	IT Server Administrator I	311	23.076	24.246	25.475	26.766	28.123
07	227	E	IT Server Administrator II	227	25.243	26.523	27.868	29.281	30.765
07	307	C	IT Specialist App Support I	307	19.559	20.551	21.593	22.688	23.838
07	308	C	IT Specialist App Support II	308	22.798	23.954	25.168	26.444	27.785
07	996	E	IT Sys Application Trainer II	996	21.787	22.891	24.052	25.271	26.552
07	883	E	IT Sys Applicaton Trainer I	883	20.700	21.749	22.852	24.011	25.228
07	227	E	IT Systems and Procedure An II	227	25.243	26.523	27.868	29.281	30.765
07	287	E	IT Systems and Procedures An I	287	22.859	24.018	25.236	26.515	27.859
03	110	C	Kennel Worker	110	12.136	12.751	13.397	14.076	14.790
06	126	C	Laboratory Assistant I	126	10.666	11.207	11.775	12.372	12.999
06	721	C	Laboratory Assistant II	721	12.118	12.732	13.377	14.055	14.768
03	733	C	Law Clerk	733	17.783	18.685	19.632	20.627	21.673
01	198	C	Legal Clerk I	198	12.343	12.969	13.626	14.317	15.043
01	160	C	Legal Clerk II	160	13.628	14.319	15.045	15.808	16.609
07	180	C	Legal Clerk-Supv	180	15.835	16.638	17.481	18.367	19.298
01	137	C	Legal Office Assistant I	137	10.851	11.401	11.979	12.586	13.224
01	147	C	Legal Office Assistant II	147	11.982	12.589	13.227	13.898	14.603
01	157	C	Legal Office Assistant III	157	13.227	13.898	14.603	15.343	16.121
01	274	C	Legal Office Assistant IV	274	14.550	15.288	16.063	16.877	17.733
07	180	C	Legal Office Assistant-Supv	180	15.835	16.638	17.481	18.367	19.298
03	648	C	Librarian I	648	16.629	17.472	18.358	19.289	20.267
03	196	E	Librarian II	196	18.920	19.879	20.887	21.946	23.059
07	208	E	Librarian III	208	20.907	21.967	23.081	24.251	25.480
01	139	C	Library Assistant I	139	11.067	11.628	12.218	12.837	13.488
01	149	C	Library Assistant II	149	12.222	12.842	13.493	14.177	14.896
01	159	C	Library Assistant III	159	13.494	14.178	14.897	15.652	16.445
07	774	E	Library Assistant IV	774	14.851	15.604	16.395	17.226	18.099
03	136	C	Library Svs Specialist I	136	16.629	17.472	18.358	19.289	20.267
03	196	C	Library Svs Specialist II	196	18.920	19.879	20.887	21.946	23.059
03	232	E	Library Svs Specialist III	232	21.313	22.394	23.529	24.722	25.975
01	324	C	Library Volunteer Coordinator	324	14.180	14.899	15.654	16.448	17.282
01	137	C	Mail Processor	137	10.851	11.401	11.979	12.586	13.224
07	205	C	Maintenance Supervisor	205	20.294	21.323	22.404	23.540	24.733
06	155	C	Medical Assistant	155	12.359	12.986	13.644	14.336	15.063
01	137	C	Medical Transcriptionist I	137	10.851	11.401	11.979	12.586	13.224
01	147	C	Medical Transcriptionist II	147	11.982	12.589	13.227	13.898	14.603
06	724	C	Medication Aide	724	13.995	14.705	15.451	16.234	17.057
04	834	C	Mental Health Case Mgr I	834	12.794	13.443	14.124	14.840	15.592
04	290	C	Mental Health Case Mgr II	290	14.072	14.785	15.535	16.323	17.151

04	292	C	Mental Health Case Mgr III	292	15.480	16.265	17.090	17.956	18.866
04	294	C	Mental Health Case Mgr IV	294	17.347	18.226	19.150	20.121	21.141
04	839	C	Mental Health Technician I	839	14.642	15.384	16.164	16.983	17.844
04	851	C	Mental Health Technician II	851	16.168	16.988	17.849	18.754	19.705
06	721	C	Milk Technician I	721	12.118	12.732	13.377	14.055	14.768
06	168	C	Milk Technician II	168	14.057	14.770	15.519	16.306	17.133
06	265	C	Milk Technician III	265	16.249	17.073	17.939	18.848	19.804
07	227	E	MiniComputer/Programmer Spclst	227	25.243	26.523	27.868	29.281	30.765
07	763	E	Nurse I-Supv	763	33.337	35.027	36.803	38.669	40.629
06	769	C	Nurse Practitioner	769	37.426	39.323	41.316	43.411	45.612
06	769	C	Nurse Practitioner - OB	769	37.426	39.323	41.316	43.411	45.612
06	752	C	Nurse-Graduate Public Health	752	28.119	29.544	31.042	32.616	34.269
06	265	C	Nurse-Licensed Vocational	265	16.249	17.073	17.939	18.848	19.804
06	755	C	Nurse-Public Health I	755	29.547	31.045	32.619	34.273	36.010
06	760	C	Nurse-Public Health II	760	31.049	32.623	34.277	36.015	37.841
06	770	C	Nurse-Public Health Lead	770	32.246	33.881	35.599	37.404	39.300
06	756	C	Nurse-Quality Assurance	756	29.525	31.022	32.595	34.247	35.983
06	299	C	Nurse-Registered Psychiatric	299	29.751	31.260	32.844	34.510	36.260
06	752	C	Nurse-Registered	752	28.119	29.544	31.042	32.616	34.269
06	752	C	Nurse-Registered CWS	752	28.119	29.544	31.042	32.616	34.269
06	756	C	Nurse-Registered-Lead	756	29.525	31.022	32.595	34.247	35.983
06	130	C	Nutrition Assistant I	130	11.096	11.659	12.250	12.871	13.523
06	140	C	Nutrition Assistant II	140	12.249	12.870	13.522	14.208	14.928
07	662	E	Nutrition Program Coordinator	662	23.109	24.281	25.512	26.805	28.164
06	627	C	Nutritionist MastDegreed	627	24.126	25.349	26.634	27.984	29.403
07	897	E	Nutritionist, Supv Pub Hlth	897	29.320	30.806	32.368	34.009	35.733
06	346	C	Nutritionist-Degreed	346	22.988	24.153	25.377	26.664	28.016
06	689	C	Occupational Therapist	689	30.337	31.875	33.491	35.189	36.973
01	125	C	Office Assistant I	125	9.636	10.125	10.638	11.177	11.744
01	137	C	Office Assistant II	137	10.851	11.401	11.979	12.586	13.224
01	147	C	Office Assistant III	147	11.982	12.589	13.227	13.898	14.603
01	276	C	Office Assistant IV	276	13.179	13.847	14.549	15.287	16.062
07	281	C	Office Assistant,Supv	281	13.731	14.427	15.158	15.926	16.733
03	729	C	Paralegal I	729	16.130	16.948	17.807	18.710	19.658
03	730	C	Paralegal II	730	16.935	17.794	18.696	19.644	20.640
07	863	C	Parks & Grounds Operations Sup	863	16.152	16.971	17.831	18.735	19.685
07	200	C	Patient Accounts Administrator	200	19.309	20.288	21.317	22.398	23.534
01	145	C	Patient Accounts Rep I	145	11.746	12.342	12.968	13.625	14.316
01	264	C	Patient Accounts Rep II	264	12.969	13.626	14.317	15.043	15.806
01	444	C	Payroll Clerk	444	13.383	14.061	14.774	15.523	16.310
07	317	C	Payroll Technician	317	17.055	17.920	18.828	19.783	20.786
07	247	C	Permit Center Coordinator	247	23.228	24.406	25.643	26.943	28.309
06	724	C	Pharmacy Technician	724	13.995	14.705	15.451	16.234	17.057

06	689	C	Physical Therapist	689	30.337	31.875	33.491	35.189	36.973
06	741	C	Physical Therapist Asst	741	19.849	20.855	21.912	23.023	24.190
06	261	C	Physician Assistant	261	37.426	39.323	41.316	43.411	45.612
03	618	C	Planner I	618	20.589	21.633	22.730	23.882	25.093
03	460	C	Planner II	460	22.988	24.153	25.377	26.664	28.016
07	620	C	Planner III	620	26.622	27.972	29.390	30.880	32.446
03	419	C	Planner-Associate Regional	419	27.527	28.923	30.389	31.930	33.549
03	632	C	Planner-Regional	632	24.469	25.709	27.012	28.381	29.820
07	233	C	Planner-Senior Regional	233	31.550	33.149	34.829	36.595	38.450
03	163	C	Planning Technician I	163	13.638	14.329	15.055	15.818	16.620
03	644	C	Planning Technician II	644	15.059	15.822	16.624	17.467	18.352
01	137	C	Print and Mail Operator I	137	10.851	11.401	11.979	12.586	13.224
01	146	C	Print and Mail Operator II	146	11.863	12.464	13.096	13.760	14.458
07	189	C	Print and Mail Svs Supervisor	189	17.315	18.193	19.115	20.084	21.102
03	167	C	Prob Collections Investigator	167	14.190	14.909	15.665	16.459	17.293
07	200	C	Probation Accounts Supervisor	200	19.309	20.288	21.317	22.398	23.534
03	174	C	Probation Technician	174	15.210	15.981	16.791	17.642	18.536
03	111	C	ProbCollectionsInvestigatorII	111	17.246	18.120	19.039	20.004	21.019
06	807	C	Program Aide I	807	10.037	10.546	11.081	11.643	12.233
06	144	C	Program Aide II	144	11.083	11.645	12.235	12.855	13.507
07	234	E	Program Specialist - CalWorks	234	22.067	23.185	24.361	25.596	26.894
03	650	C	Property Specialist I	650	18.916	19.875	20.883	21.942	23.054
03	882	C	Property Specialist II	882	20.894	21.953	23.066	24.235	25.464
07	972	E	Property Specialist III	972	26.770	28.127	29.553	31.051	32.625
03	342	C	Prosecution Assistant	342	18.533	19.473	20.460	21.497	22.587
03	535	C	PubDefInvestigatorAssistant	535	16.129	16.947	17.806	18.709	19.657
03	162	C	Public Defender Intervwr I	162	13.502	14.187	14.906	15.662	16.456
03	172	C	Public Defender Intervwr II	172	14.911	15.667	16.461	17.296	18.173
03	150	C	Public Defender Intervwr Trne	150	11.991	12.599	13.238	13.909	14.614
04	677	C	Public Guardian-Deputy I	677	18.650	19.596	20.589	21.633	22.730
04	876	C	Public Guardian-Deputy II	876	21.009	22.074	23.193	24.369	25.604
06	681	C	Public Health Micro-Biol I	681	26.105	27.428	28.819	30.280	31.815
06	639	C	Public Health Micro-Biol II	639	29.115	30.591	32.142	33.771	35.483
06	185	C	Public Health Micro-Biol Trne	185	16.640	17.484	18.370	19.301	20.280
03	635	C	Purchasing Aide	635	11.297	11.870	12.472	13.104	13.768
03	279	C	Purchasing Assistant I	279	12.724	13.369	14.047	14.759	15.507
03	641	C	Purchasing Assistant II	641	14.330	15.057	15.820	16.622	17.465
03	646	C	Purchasing Contracts Coord	646	16.143	16.961	17.821	18.724	19.673
03	194	C	Radio Communications Techncian	194	18.549	19.489	20.477	21.515	22.606
07	180	C	Recruiter Assistant	180	15.835	16.638	17.481	18.367	19.298
07	224	C	Refuse Site Coordinator	224	24.504	25.746	27.051	28.422	29.863
07	330	C	Refuse Site Supervisor	330	19.372	20.354	21.386	22.470	23.609
01	975	C	Retirement Specialist I	975	17.463	18.348	19.278	20.255	21.282

01	342	C	Retirement Specialist II	342	18.533	19.473	20.460	21.497	22.587
01	347	C	Retirement Specialist III	347	20.402	21.436	22.523	23.665	24.865
03	740	C	Road Use Inspector	740	18.331	19.260	20.236	21.262	22.340
07	100	C	Safety & Claims Officer	100	21.540	22.632	23.779	24.984	26.251
01	143	C	Self Suffcncy Support Asst I	143	11.516	12.100	12.713	13.358	14.035
01	947	C	Self Suffcncy Support Asst II	947	12.961	13.618	14.308	15.033	15.795
01	849	C	Self Suffcncy Support Asst III	849	14.553	15.291	16.066	16.881	17.737
04	746	C	Self Sufficiency Counselor I	746	12.550	13.186	13.854	14.556	15.294
04	845	C	Self Sufficiency Counselor II	845	13.851	14.553	15.291	16.066	16.880
04	857	C	Self Sufficiency Counselor III	857	15.294	16.069	16.884	17.740	18.639
04	926	C	Self Sufficiency Resrce Spec	926	16.889	17.745	18.645	19.590	20.583
07	197	C	Self Sufficiency Supervisor	197	18.745	19.695	20.693	21.742	22.844
07	991	C	Self Sufficiency Support Supv	991	16.975	17.836	18.740	19.690	20.688
07	655	C	Senior Nutrition Service Supv	655	20.093	21.112	22.182	23.307	24.489
07	169	C	Senior Nutrition/Food Svc Mgr	169	15.162	15.931	16.739	17.588	18.480
04	182	C	Senior Services Specialist	182	16.070	16.885	17.741	18.640	19.585
07	655	C	Senior Services Supervisor	655	20.093	21.112	22.182	23.307	24.489
01	157	C	Sheriff's Records Clerk	157	13.227	13.898	14.603	15.343	16.121
07	177	C	Sheriff's Records Clerk-Supv	177	15.371	16.150	16.969	17.829	18.733
03	784	C	Sheriff's Security Officer	784	15.579	16.369	17.199	18.071	18.987
07	655	C	Social Svs Supervisor I	655	20.093	21.112	22.182	23.307	24.489
07	890	C	Social Svs Supervisor II	890	22.634	23.781	24.987	26.254	27.585
04	849	C	Social Svs Worker I	849	14.553	15.291	16.066	16.881	17.737
04	182	C	Social Svs Worker II	182	16.070	16.885	17.741	18.640	19.585
04	873	C	Social Svs Worker III	873	17.747	18.647	19.592	20.585	21.629
04	428	C	Social Svs Worker III-CWS	428	22.433	23.570	24.765	26.020	27.339
04	438	C	Social Svs Worker III-CWS-Lead	438	23.558	24.752	26.007	27.325	28.710
04	754	C	Social Worker I-Clinical	754	28.298	29.733	31.240	32.824	34.488
04	773	C	Social Worker II-Clinical	773	29.736	31.243	32.827	34.491	36.240
04	216	C	Social Worker-Adoptions	216	24.772	26.028	27.347	28.733	30.190
04	986	C	Social Worker-Adoptions-Lead	986	26.010	27.329	28.714	30.170	31.700
04	207	C	Social Worker-Adult Services	207	20.597	21.641	22.738	23.891	25.102
04	761	C	Social Worker-Licensed	761	31.877	33.493	35.191	36.975	38.850
01	939	C	Stock Clerk I	939	11.403	11.981	12.588	13.226	13.896
01	154	C	Stock Clerk II	154	12.842	13.493	14.177	14.896	15.651
07	316	C	Subpoena Services Supervisor	316	16.850	17.704	18.601	19.544	20.535
07	636	C	Supervising Civil Clerk	636	13.246	13.917	14.623	15.364	16.143
07	671	C	Supervising Law Clerk	671	19.235	20.210	21.235	22.312	23.443
07	991	C	Supportive Services Supv	991	16.975	17.836	18.740	19.690	20.688
07	881	C	Supv Child Support Officer	881	20.496	21.535	22.627	23.774	24.979
07	297	C	Supv Licensed Social Worker	297	33.098	34.776	36.539	38.391	40.338
03	350	C	Surplus Store Clerk	350	13.481	14.165	14.883	15.637	16.430
07	287	E	Systems & Procedures Ana I	287	22.859	24.018	25.236	26.515	27.859

07	227	E	Systems & Procedures Ana II	227	25.243	26.523	27.868	29.281	30.765
07	601	E	Tax Collections Supervisor	601	22.669	23.818	25.025	26.294	27.627
03	347	C	Telecommunications Tech - Sr	347	20.402	21.436	22.523	23.665	24.865
03	194	C	Telecommunications Technician	194	18.549	19.489	20.477	21.515	22.606
06	155	C	Therapist Aide	155	12.359	12.986	13.644	14.336	15.063
04	182	C	Therapist,Recreational	182	16.070	16.885	17.741	18.640	19.585
01	324	C	Title & Admin Technician I	324	14.180	14.899	15.654	16.448	17.282
01	717	C	Title & Admin Technician II	717	15.597	16.388	17.219	18.092	19.009
07	791	C	Title & Admin Technician Supv	791	17.157	18.027	18.941	19.901	20.910
01	154	C	Title & Admin Technician Trnee	154	12.842	13.493	14.177	14.896	15.651
07	193	C	Traffic Control Supervisor	193	18.556	19.497	20.485	21.524	22.615
07	112	E	Trainer-Child Welfare Svs	112	23.504	24.696	25.948	27.263	28.645
07	883	E	Training Officer	883	20.700	21.749	22.852	24.011	25.228
07	883	E	Training Officer I	883	20.700	21.749	22.852	24.011	25.228
07	996	E	Training Officer II	996	21.787	22.891	24.052	25.271	26.552
07	753	C	Transit Coordinator	753	23.042	24.210	25.437	26.727	28.082
03	654	C	Transportation Planning Tch I	654	16.795	17.646	18.541	19.481	20.469
03	342	C	Transportation Planning Tch II	342	18.533	19.473	20.460	21.497	22.587
07	212	E	Veterans Services Officer	212	23.087	24.257	25.487	26.779	28.137
04	182	C	Veterans Svs Representative	182	16.070	16.885	17.741	18.640	19.585
03	173	C	Veterinary Tech-Registered	173	14.771	15.520	16.307	17.134	18.003
04	819	C	Victim Witness Claims Spec I	819	14.130	14.846	15.599	16.390	17.221
04	833	C	Victim Witness Claims Spec II	833	14.851	15.604	16.395	17.226	18.099
04	849	C	Victim Witness Worker I	849	14.553	15.291	16.066	16.881	17.737
04	182	C	Victim Witness Worker II	182	16.070	16.885	17.741	18.640	19.585
07	189	C	Victim Witness Worker-Supv	189	17.315	18.193	19.115	20.084	21.102
01	792	C	Vital Statistics Coordinator	792	16.717	17.565	18.455	19.391	20.374
07	863	C	Voc Grounds Maint Supv	863	16.152	16.971	17.831	18.735	19.685
03	688	C	Workforce Dev Specialist I	688	15.294	16.069	16.884	17.740	18.639
03	693	C	Workforce Dev Specialist II	693	16.889	17.745	18.645	19.590	20.583

EXHIBIT 1

BENEFIT AMOUNT CALCULATION EXAMPLE

A) **Current:**
The Minimum Benefit Amount for Plan Year 2012:

Health	221.71
Dental	18.37
Vision	2.12
Life	<u>.75</u>

\$242.95 is the bi-weekly minimum benefit amount

B) **Historical Information:**
The calculation for Benefit Amount will be:

The greater of (Frozen Benefit Amount + Tier Amount) or the Minimum Benefit Amount.

Minimum Benefit Amount = employee only premium of \$1000 deductible Blue Shield health, dental, vision, \$10K life. If an employee was receiving the minimum benefit amount in Plan Year 2009, the \$7.55 given for the rate increase will be absorbed by the actual rates for 2010.

Example:

Health	203.84
Dental	16.61
Vision	3.08
Life	<u>.75</u>

224.28 is the new bi-weekly minimum benefit amount

Frozen Benefit Amount = the flat dollar amount the employee was converted to on 9/28/08 from the salary based formula. If an employee was receiving more than the minimum benefit amount in Plan Year 2009, the \$7.55 given for the rate increase will be rolled into the frozen amount for 2010.

Example: Prior to 9/28/08: Salary was \$45,000 annual with a formula of \$3,450 + 6% of salary
Benefit Amount = 3,450 + 2,700 = 6,150 annual divided by 24 pp = 256.25 per pp
Converted to a flat 256.25 per pay period and the formula was eliminated.

Tier Amount = (7.55 previously listed in the tier has been added back to the minimum benefit amount and/or rolled into the frozen amount.)

Employee Only -	0.00
Emp+1 or child -	40.00
Family -	60.00

Sample 1: Salary = \$45,000 annual

Employee Only:

Greater of frozen amt + tier (256.25 + 0.00) or minimum benefit amount (224.28)
GT of 256.25 or 224.28
Applied Benefit Amount = 256.25

Employee + 1 or Child:

Greater of frozen amt + tier (256.25 + 40.00) or minimum benefit amount (224.28)
GT of 296.25 or 224.28
Applied Benefit Amount = 296.25

Family:

Greater of frozen amt + tier (256.25 + 60.00) or minimum benefit amount (224.28)
GT of 316.25 or 224.28
Applied Benefit Amount = 316.25

Sample 2: Salary = \$30,000 annual with frozen amount of \$218.75

Employee Only:

Greater of frozen amt + tier (218.75 + 0.00) or minimum benefit amount (224.28)
GT of 218.75 or 224.28
Applied Benefit Amount = 224.28

Employee + 1 or Child:

Greater of frozen amt + tier (218.75 + 40.00) or minimum benefit amount (224.28)
GT of 258.75 or 224.28
Applied Benefit Amount = 258.75

Family:

Greater of frozen amt + tier (218.75 + 60.00) or minimum benefit amount (224.28)
GT of 278.75 or 224.28
Applied Benefit Amount = 278.75

If an employee changes their enrollment tier during open enrollment or has a life change that allows a tier change, the Benefit Amount would be recalculated to the greater of (frozen amt + the new tier) or the minimum benefit.

If a newly hired employee waives insurance, they will receive \$1000 annual, or 41.67 per pp for 24 pps.

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