

PREAMBLE

This Memorandum of Understanding, hereinafter referred to as "MOU", is entered into by the County of Kern, hereinafter referred to as "COUNTY", and the Kern County Sheriff's Command Association III, hereinafter referred to as "Association" or "KCSCA III," on behalf of the employees covered hereby. This MOU sets forth the full and entire understanding of the parties regarding the matters set forth herein reached as the result of good faith negotiations regarding the wages, hours, and other terms and conditions of employment of the employees covered hereby.

ARTICLE I – TERM

This MOU between the County and KCSCA III is effective upon approval by the Board of Supervisors through June 30, 2020.

ARTICLE II – IMPLEMENTATION

This MOU constitutes the agreement of KCSCA III, as approved by the membership of KCSCA III, and the authorized representatives of the County. It is agreed that this MOU shall not be binding upon the parties-either in whole or in part unless and until the County's Board of Supervisors approves it. Pursuant to Government Code section 3505.1 and in accordance with Article 14 of Kern County Resolution # 84-166, (hereinafter referred to as the Employer-Employee Relations Resolution or "EERR"), this MOU is being presented to the Board of Supervisors for approval.

ARTICLE III - INTEGRATION AND RELATED PROVISIONS

Section 1. Full Understanding, Modifications, and Waiver

- A. This MOU sets forth the full and entire understanding of the parties regarding the specific matters set forth herein. No other prior or existing oral or written understandings or agreements by the parties shall have any force or effect with respect to the matters covered hereunder. The parties intend for this MOU to be a fully integrated agreement with respect to such matters.
- B. Except as specifically provided herein, it is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right and agrees that the other party shall not be required to negotiate with respect to any subject or matter covered herein, during the term of this MOU.
- C. No agreement, alteration, understanding, variation, waiver, or modification of any terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing by the parties hereto and, if requested, approved by the County's Board of Supervisors.
- D. Waiver of any violation of this MOU, or the failure to enforce any of its terms, shall not constitute a waiver of the right to future enforcement of any of the terms of this MOU.
- E. Existing practices not covered by this MOU shall remain in full force and effect unless changed or abolished through the meet and confer process.
- F. Notwithstanding subsection B, the parties agree the each party may elect to reopen negotiations on an economic item contained in this MOU at one time during the term of the agreement. This subsection does not pertain to any additional specific reopener provided throughout the agreement.

ARTICLE IV- RECOGNITION

Section 1. Association Recognition.

The County recognizes the Association as the recognized employee representative organization for all permanent Chief Deputy Sheriffs employed in the Kern County Sheriff's Office, and the permanent Assistant Chief District Attorney's Investigator and Chief District Attorney's Investigator employed in the Kern County District Attorney's Office. The Association has been certified as such by the Kern County Board of Supervisors, pursuant to Kern County Resolution # 84-166, commonly referred to as the Employer-Employee Relations Resolution, and Government Code section 3500 et seq., commonly referred to as the Meyers-Milias-Brown Act.

It is further understood that any employee, to the extent permitted by law, shall have the right to represent himself/herself individually in his/her employment relations with the County.

Section 2. Authorized Agents

For purposes of administering the terms and provisions of this MOU:

- A. County's principal authorized agent shall be the Chief Human Resources Officer, or her/his duly authorized representative (Address: 1115 Truxtun Ave, Bakersfield, California, 93301, 868-3198), except where a particular County management representative is specifically designated in connection with the performance of a specified function or obligation set forth herein.
- B. KCSCA III's principal authorized agent shall be the President of KCSCA III or her/his duly authorized representative (Address; P.O. Box 80775, Bakersfield, CA 93380-0775, 391-7549).

ARTICLE V - GENERAL PROVISIONS

Section 1. Health/Safety

The County will provide safe and sanitary working conditions and equipment as required by applicable law, statute, regulation or ordinance.

Section 2. Payroll Deduction

- A. The County of Kern agrees to the union dues check off system whereby dues, as certified by the Association to be current, will be deducted and paid to the Association, subject to the provisions of the EERR.
- B. The Association agrees to pay a service fee to the County for payroll deduction for union dues, insurance, or other assessments. The payroll deduction service fee shall be two cents per deduction per biweekly pay period.

Section 3. Direct Deposit

All employees shall receive their pay and qualified expense reimbursements via direct deposit.

ARTICLE VI - RIGHTS OF PARTIES

Section 1. Strikes and Lockouts

During the term of this MOU, County agrees that it will not lock out employees, and Association agrees that it will not engage in, encourage, or approve any strike, slowdown, sickout or other work stoppage growing out of any dispute relating to the terms of the MOU. Association will take whatever possible lawful steps necessary to prevent any interruption of work in violation of this MOU. Furthermore, Association and County recognize that all matters of controversy within the scope of this MOU shall be settled by the established grievance and arbitration procedures contained in Article X.

Section 2. Bulletin Boards and County Communications System

- A. County agrees that the Association shall be entitled to the use of reasonable space, designated by the County, on departmental bulletin boards to post notices pertinent to their membership. Employer-Employee Relations Resolution provisions govern posting of notices. It is agreed between the County and the Association that the Association, on approved bulletin boards, may through its authorized representatives, post Association communications dealing with official Association business.
- B. The County reserves the right to remove any bulletin board notice that does not conform to the above standards. The Association will be given immediate notice of any material that is removed, and the County agrees, if requested by the Association, to meet and discuss this removal as soon as it is mutually convenient.
- C. The County and KCSCA III further agree that the Association may use the County communication systems for official Association business. Such use may include reasonable use of the telephone, facsimile machine, computer E-mail, County internal office mail, and copy machines. Cost of long distance telephone usage, postage and supplies for the facsimile and copy machines shall be borne by the Association. These communication systems will not be used for any communications dealing with job actions or political activities of the Association.
- D. Failure to adhere to the use of the communication system in the above manner will result in its revocation as a privilege extended to KCSCA III by the County.
- E. The County agrees that the Association may continue to conduct its business on County property as long as there is no undue interference with the operation of the Sheriff's Office or District Attorney's Office and no use of County material and equipment except as otherwise provided.

Section 3. Claims Review

Employees who lose or damage personal property in the course of their County employment may process a claim for reimbursement through the Claims Review Board as provided for in the Kern County Administrative Procedures Manual.

Section 4. Discrimination

The County agrees not to discriminate against any employee for his/her activity on behalf of, or membership in, the Union, as stated in the EERR. Both parties shall comply with all applicable federal and state laws prohibiting discrimination, and shall not discriminate against any employee because of the

employee's race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, or the employee's inclusion in a legally protected class.

Section 5. Personnel Files

- A. The employee may review or authorize his/her designated representative to review their personnel file at the Human Resources Division upon proper written request.
- B. The County reserves the right to charge an appropriate fee for duplication of records in the personnel file.

Section 6. Release Time and Association Representatives

- A. Association representatives, consisting of Board Members of KCSCA III or their duly authorized representatives, not to exceed one representative per member of the Executive Committee, will be granted reasonable use of County time to perform their Association duties. The Association will provide the Sheriff and/or District Attorney and the Chief Human Resources Officer written notice identifying the members of the Executive Committee on an annual basis.
- B. Employees who serve as designated members of the Association's meet and confer team will be allowed reasonable use of County time when meeting with the County on successor MOUs or on other formal meet and confer matters within the scope of representation. Three months prior to the expiration of the current MOU, members of the meet and confer team may be allowed reasonable release time for preparation with the appropriate notice to their supervisor.
- C. The County agrees to allow at least one authorized Association Board Member from KCSCA III or its duly authorized representative, to assist and represent an employee in the grievance process.
- D. The Association agrees that whenever investigation or processing of a formal grievance occurs during working hours, the amount of time will be limited to only that which is necessary to bring about prompt disposition of the issue.
- E. Association representatives desiring to leave their work locations to conduct Association business shall notify their supervisor, and inform them of the purpose for leaving work if they are not immediately available for call back by cellular phone or pager. Permission to leave will be granted unless the absence would cause an undue interruption of work. In this event, release from work shall be made as soon as practicable.
- F. When contacting employees at the work site regarding grievance investigations, the Association representative shall advise the appropriate supervisor of the reasons for his/her presence. The affected employee will be released to meet with the Association representative unless leaving the job would cause an undue work interruption, in which case the employee will be released as soon as possible thereafter, or arrangements made for a future meeting.
- G. Association representatives shall perform aforementioned duties without loss of pay or other benefits.

Section 7. Employer Rights

- A. The County and its elected and appointed officials shall retain all customary rights, powers, functions and authority consistent with State law, County ordinances, and rules of the Civil Service Commission, including, but not limited to, the right to:
1. Determine the mission of its constituent departments, commissions and boards;
 2. Set standards of service;
 3. Engage in all types of personnel transactions and disciplinary proceedings in accordance with County ordinances and Civil Service rules;
 4. Plan for and direct the work force toward the organizational goals of County government;
 5. Effect a reduction in authorized positions because of lack of work, or for other legitimate reasons;
 6. Determine work methods, number and classifications of personnel, and types of equipment required accomplishing an objective;
 7. Take any necessary actions to carry out its mission in emergencies;
 8. Exclude the following employees from exercising any role in any employee organization, other than membership (including payroll deduction):
 - a. Managerial employees who serve as department heads and assistant department heads, and heads of operational divisions when such division serves in a quasi-departmental status.
 - b. Employees having a confidential relationship with the Board of Supervisors, County Administrative Officer, Chief Human Resources Officer, and County Counsel. Such excluded employees shall not exceed two percent (2%) of the permanent work force. Excluded employees may not represent any employee organization, which represents other County employees on matters within the scope of representation.
 9. Modify, supplement or otherwise change this MOU to reflect present and future State law and local ordinance, after consultation with employee organization representatives.

The exercise and retention of such rights does not preclude employees or their representatives from consulting or presenting grievances about the practical consequences that decisions on these matters may have upon wages, hours, and other terms and conditions of employment.

B. Departmental Reassignments:

1. The Association agrees that the Sheriff and District Attorney have the right to reassign personnel in the Sheriff's Office or District Attorney's Office based on their respective discretion.

2. An employee reassigned by operation of this section has the right, under California Government Code §3300, et seq., to appeal any alleged punitive action at an administrative hearing. An administrative hearing for this purpose is a hearing held by a senior officer within the Sheriff's Office at the rank of Undersheriff or above.
3. No such protested departmental reassignment shall take effect until such time as the employee has had his/her administrative hearing.
4. When the department effects a departmental reassignment, the department will afford due consideration to the financial impact such reassignment may have upon the employee, prior to the completion of the reassignment.

ARTICLE VII - PAID LEAVE

Section 1. Jury Duty

In accordance with Code of Civil Procedure section 219, all employees governed by this MOU are exempt from jury duty.

Section 2. Sick Leave

A. Accrual –

Each full time employee covered by this MOU shall accrue sick leave as follows:

<u>Years of Continuous Service</u>	<u>Bi-weekly Accrual</u>	<u>Days/Year</u>
0 through 5	2.6667 hours	8.67
6 or more	3.69231 hours	12

Unused sick leave will be accumulated up to a maximum of 1152 hours (144 days).

B. Upon active retirement (excluding deferred retirement) or death, an employee or his/her estate will be paid for his/her unused sick leave as follows:

1. 0-19 years of continuous service = 50% Payoff
2. 20-24 years of continuous service = 75% payoff
3. 25 or more years continuous service = 100% payoff

"Continuous Service" shall mean uninterrupted employment with the County of Kern. Authorized leaves of absence shall not be considered as a break in service.

C. Sick Leave Bonus. Employees shall be eligible to receive an annual cash bonus equivalent to 24 hours at their regular rate of pay if on the pay day immediately preceding Christmas they have accrued the maximum amount of unused sick leave (1152 hours) and have used ten hours (10), or less, of sick leave during the previous payroll periods during that calendar year.

D. Employees shall not be downgraded on their Employee Performance Reports for being absent pursuant to a leave governed by the Family and Medical Leave Act.

Section 3. Pregnancy Disability and Maternity Leaves

Pregnancy Disability leave is governed by Government Code section 12945, the Family and Medical Leave Act ("FMLA") and the Kern County Civil Service Rules. Maternity Leave (i.e., leave following the birth of a child or following the placement of a child as a result of an adoption or foster care) is governed by FMLA, California Family Rights Act ("CFRA") and the Kern County Civil Service Rules.

Section 4. Vacation

- A. The vacation entitlement for regular full-time employees covered by this MOU is:
- | | |
|---------------------|---|
| 13 days (104 hours) | vacation after one (1) year of service |
| 18 days (144 hours) | vacation after five (5) years of service (new accrual rates begin at start of 5 th year of service) |
| 23 days (184 hours) | vacation after ten (10) years of service (new accrual rates begin at start of 10 th year of service) |
| 28 days (224 hours) | vacation after fifteen (15) years of service (new accrual rates begin at start of 15 th year of service) |
- B. The granting of any vacation request, by a department head or designated supervisor shall be subject to the workload and staffing requirements of the department.
- C. With respect to employees with maximum vacation accruals, if the employee has been denied a proper written request for a vacation and subsequently submits a second proper written request for a vacation for a different period of time, and that second request is denied, the employee shall upon written request, be entitled to receive cash in an amount equal to the amount of vacation time the employee would have accrued while utilizing the vacation time if the second vacation request had been approved. The requests must conform to the scheduling policy of the department.
- D. Employees shall not be downgraded on the Employee Performance Report for the use of authorized vacation.
- E. For the sole purpose of determining the rate of accrual for vacation and sick leave, prior service as a full time paid peace officer, with a California P.O.S.T. participating law enforcement agency, will be counted in determining the rate of accrual of vacation and sick leave.
- F. Financial Hardship - In the event an employee incurs a serious financial hardship as the result of family illness or death, the employee may make written request to the Sheriff to cash-out all or part of the employee's accrued vacation. Upon investigation, the Sheriff may direct the claim to the Auditor-Controller-County Clerk for payment. Any disputes arising from the denial of any claim for payment will be resolved by application of the Grievance and Arbitration Procedure.

Section 5. Holidays

- A. During the term of this MOU, the following holiday schedule shall apply:

New Year's Day
Martin Luther King's Birthday (third Monday in January)
Memorial Day (last Monday in May)
Presidents Day (3rd Monday in February)
4th of July
Labor Day
Veteran's Day (as observed)
Thanksgiving Day
Day after Thanksgiving
Christmas Eve
Christmas Day
New Year's Eve

1. Holidays that fall on Saturday shall be observed on the previous Friday. Holidays which fall on Sunday shall be observed on the following Monday.
2. In a year in which Christmas and New Year's Day fall on a Saturday and are observed on Friday, Christmas Eve and New Year's Eve day holidays shall be observed on the preceding Thursday.
3. In a year in which Christmas Eve and New Year's Eve fall on a Saturday or Sunday, the holidays shall be observed on the preceding Friday.
4. The actual holiday shall be defined as the day of the week on which the holiday falls.
5. A designated holiday shall be the day observed in lieu of the actual holiday.
6. Employees regularly scheduled to work on an actual or designated holiday shall receive their regular pay. In addition, such employees shall be entitled to holiday compensation, as defined below, if they actually work on the actual or designated holiday.
7. In no event shall an employee receive holiday compensation for both the actual and designated holiday.
8. Employees shall be paid holiday compensation only if the employee works on the actual holiday or designated holiday. The holiday compensation shall equal time and one-half for each hour worked up to a maximum of the number of hours a day that the employee regularly works (i.e., 8, 10 or 12).

Section 6. Catastrophic Leave Pay

- A. Catastrophic leave pay for County employees governed by this MOU who have exhausted all accumulated paid time off (vacation, sick leave and compensatory time off, etc.). The purpose of catastrophic leave pay is to provide a portion or all of an employee's pay during the time the employee would otherwise be on an approved leave of absence under the California Family Rights Act ("CFRA"), the Family and Medical Leave Act ("FMLA"), or Pregnancy Disability Leave ("PDL") pursuant to state or federal law. Catastrophic leave pay is contingent on the receipt of donated paid time off in the manner described below.

- B. Catastrophic leave pay does not increase or limit an employee's rights to a leave of absence under County policy or this MOU except that the employee will continue in a paid status during that leave.
- C. An employee is eligible for catastrophic leave pay with medical certification or verification of the need for a leave of absence pursuant to CFRA, FMLA, and/or PDL, and after the employee has exhausted all accrued paid time off.
- D. Employees governed by this MOU may only donate paid time off to another employee who becomes eligible for catastrophic leave pay.
- E. To begin receiving catastrophic leave donations, employees must submit a written request to the Kern County Human Resources Division with sufficient information to enable the Chief Human Resources Officer or his/her designee to determine whether they are eligible.
- F. It is the responsibility of the employee requesting catastrophic leave pay or co-workers to canvass other employees for catastrophic leave donations. Donations must be made on the County-approved authorization form. All donations are irrevocable. Donations are taxable on the part of the recipient, in accordance with IRS regulations, and are subject to withholding as required by law.
- G. Donations must be a minimum of eight (8) hours. The County will convert the donations to a dollar equivalent amount using the recipient's hourly wages.
- H. Health insurance coverage and retirement contributions will continue in the same manner as if the recipient employee was on paid sick leave. The recipient employee will not accrue paid time off benefits while receiving catastrophic leave pay.
- I. Catastrophic leave shall be terminated upon one of the following:
 - 1. The employee has returned to duty from an eligible CFRA, FMLA, or PDL leave of absence; or
 - 2. All donations are exhausted.
- J. Upon termination of catastrophic leave pay, all unused donations shall be forfeited by the donor and recipient.

Section 7. Winter Recess

- A. During the term of this MOU, the County establishes Winter Recess as the three week days between the Christmas and New Year's holidays identified in Section 6 of this Article.
- B. The Sheriff and District Attorney may be limited from closing in its entirety. Notwithstanding, the Sheriff and District Attorney will make all reasonable efforts to permit staff to observe the Winter Recess as paid time off.
- C. If an employee is unable to observe Winter Recess in its entirety, he or she will be credited with paid time off in an amount equivalent to the days actually worked during Winter Recess. Any

credited alternate paid time off will be made available to use during each successive calendar year. Any unused paid time off shall be forfeited.

- D. Employees covered by this Agreement must be in a paid status (i.e., not on an unpaid leave of absence, etc.) prior to December 23 in each year to be eligible for Winter Recess under this Section.
- E. No payment for unused Winter Recess hours shall be permitted. Winter Recess hours are not counted as hours worked for determining overtime or CTO eligibility.
- F. This Section shall sunset and expire with the term of this agreement.

ARTICLE VIII – COMPENSATION

Section 1. Bilingual Pay

The County recognizes the need for bilingual employees to serve the people of Kern County better. In accordance with the Kern County Administrative Procedures Manual, the County agrees to pay those employees who can demonstrate written and verbal bilingual skills.

Section 2. Uniform Allowance

- A. Effective August 17, 2019, the uniform allowance paid shall be \$1300 per year for covered employees in the Kern County Sheriff's Office and \$650 per year for covered employees in the Kern County District Attorney's Office. The uniform allowance will be payable bi-weekly with the annual allowance divided by 26.089.
- B. The County will continue to provide badges, patches, rank insignias, and time/service stripes and nametags.
- C. The County will continue to provide KCSCA III Members with printed business cards with up to five lines of print including name, rank, phone, fax, assignment or similar information.
- D. The County will continue to provide KCSCA III Members with off-duty badges and cases.
- E. The County will continue to provide reasonable safety equipment to the extent required by law.
- F. The County agrees to continue to provide the ability for members who retire in good standing to purchase their duty weapon (handgun) upon their separation from service.

Section 3. Longevity Pay

Employees with 30 or more years of service will receive 2% longevity pay on base wages. The term "years of service" shall mean years of service for the County of Kern as calculated by the Kern County Employees' Retirement Board in determining eligibility for retirement.

Section 4. POST Management Certificate Pay

Effective August 17, 2019, all covered employees within this bargaining unit who have successfully achieved the POST Management Certificate shall be eligible for a special allowance pay equivalent to 5% of the employee's bi-weekly base salary. An employee shall be entitled to the special allowance pay once the employee has met the established educational and length of service requirements and the department has approved and submitted the application to the State POST Commission for processing.

Section 5. Salary Adjustments

- A. Effective August 17, 2019, and in an effort to maintain salary parity with neighboring law enforcement jurisdictions in Kern County, the County establishes the following salary ranges for the classifications represented by this bargaining unit:

<u>Item No.</u>	<u>Classification Title</u>	<u>Range No.</u>	<u>Monthly Salary Range</u>
4449	Chief Deputy Sheriff	79.4	\$11,411 - \$13,924
4365	Chief District Attorney's Investigator*	79.4	\$11,411 - \$13,924
4367	Assistant Chief District Attorney's Investigator	76.4	\$9,825 - \$11,994

- B. Effective August 17, 2019, existing employees shall be reclassified into the new salary ranges in subsection A at the step increment level that is immediately above each employee's current total salary, including Kern Flex.
- C. Effective August 17, 2019, employees covered by this MOU shall no longer receive the Kern Flex special pay of 10%. This payment has been included in the new base salary ranges in subsection A above.
- D. The County agrees to reopen this section of the MOU should the voters of Kern County adopt a sales tax increase in the unincorporated area of Kern County during the term of this MOU.
- E. Additionally, the County agrees to reopen this section of the MOU one time on or after July 1, 2020, and one time on or after July 1, 2021.

* Effective upon adoption of this MOU and the Board of Supervisors approval of an ordinance amending Chapter 3.04, the Chief District Attorney's Investigator classification will be exempt from the Civil Service System.

ARTICLE IX – BENEFITS

Section 1. Medical/Dental/Vision/Prescription Drug

- A. All eligible employees shall be required to pay, by payroll deduction, twenty percent (20%) of the insurance premium for the employee's medical, dental and vision insurance, hereafter collectively referred to as ("health insurance"), except for new employees who decline the County's health insurance coverage in accordance with the provision provided below. (All insurance premiums referenced in the subsection shall equal ninety-eight percent (98%) of the applicable COBRA premium.)

- B. New employees may decline coverage under the County's health insurance provided that the employee executes a declaration, in a form acceptable to the County, in which the employee: (i) declares that the employee has medical insurance coverage for the employee; and (ii) declines coverage under the County's health insurance program for the employee and the employee's dependents. Employees who decline coverage may not enroll in the County's health insurance program until the next open enrollment period, or as otherwise provided in the County's Health Benefits Eligibility Policy. New employees who have not declined coverage shall have the option of obtaining County health insurance for the new employee's dependents in accordance with the County's Eligibility Policy. In the event that such employee opts to obtain health insurance for dependents, the employee shall be required to pay, by payroll deduction, twenty percent (20%) of the appropriate premium for dependents. The health insurance program offered to new employees and their dependents shall consist of three components: medical, dental and vision. That program must be accepted or declined in its entirety. It is not permissible to pick and choose among those components.
- C. The County will continue to provide an annual open enrollment for employees to change dental plans and/or enroll eligible dependents.
- D. The County and the Association will continue utilizing the Health Benefits Committee to study and identify ways in which to improve insurance plans and contain costs.
- E. The health plan and the prescription drug plan will continue in their current forms unless modified after the County and Union meet and confer to the extent required by law.

Section 2. Life & Disability Insurance

The County will continue to provide, at no cost to the employee, group term life insurance in a policy amount of \$100,000 for each member of the bargaining unit. The County agrees to continue to allow participation in the employee-paid long-term Disability Insurance program that is available to Management and Confidential employees.

Section 3. Retiree Health Premium Supplement Program

- A. The employee contribution rate for the Program will remain at 1.62% of base salary.
- B. The County contribution will remain at \$3 million annually, plus a percentage equal to the annual increase in the composite rate for the County health plan (i.e., the per capita composite rate used for County budget purposes).
- C. The contribution rates for both employees and the County will increase annually at a percentage equal to the annual increase in the composite rate for the County health plan (i.e., the per capita composite rate used for County budget purposes). Except that contribution rates may not be lowered, until/unless an actuarial study determines that plan has achieved a funding basis in excess of 100%.
- D. The parties agree to continue to exclude from the Premium Supplement Program those employees who, because of age at time of employment (45 years old and over), could never receive a benefit.
- E. The Premium Supplement Program shall include the following: (a) the minimum qualifying criteria is age 50, with 20 years of County service, as defined in the plan document, and the benefit shall increase by ten percent (10%) per year of service so that 25 years of service will

qualify for 100% of the available benefit; and (b) any employee with five or more years of County service who retires, or retired, on or after January 1, 1997, due to a service connected disability pursuant to the County Employees' Retirement Law of 1937, will become eligible for 100% of the available benefit regardless of age. The enhanced benefits shall only apply prospectively from January 1, 2000 and thereafter. No retroactive benefits shall be paid.

- F. Notwithstanding subsection C above, any employee who has less than one year break in County service shall not lose eligibility due to that break in service.

Section 4. Travel Expense

Any employee required to travel on business for the County, and who utilizes his/her privately owned vehicle in accordance with the County Administrative Procedures Manual should be reimbursed in accordance with County policy. Per Diem expenses for food and lodging are set forth in the County Administrative Procedures Manual. The County shall review the mileage and per diem expenses at least annually for rate adjustment.

Section 5. Vehicle Authorization

The County recognizes the unique duties required of the members of the Sheriff's Command staff such as: emergency callback, twenty-four hour responsibilities for supervision and critical incident management and the necessity for response anywhere in the over 8,000 square miles that encompass Kern County. As such, the County agrees to provide a suitable response vehicle to all members of the KCSCA III for use during county business.

Participation in home retention through the Sheriff's Personal Patrol Vehicle Retention Program shall be subject to Sheriff's Office policies governing that program.

Section 6. KERN\$FLEX

- A. Employees covered by this MOU are eligible to participate in the Cafeteria Plan provided to County managers and mid-managers known as KERN\$FLEX, which provides for KERN\$FLEX special pay.
- B. Employees covered by this MOU are eligible to participate in the KERN\$FLEX I plan, which includes flexible spending accounts for dependent care expenses, un-reimbursed medical expenses and a premium reduction component for specified insurance programs.
- C. The administration of KERN\$FLEX I will be regulated by the Plan Document as adopted, and periodically amended, by the Kern County Board of Supervisors and by the applicable state and federal laws.

Section 7. Communications Devices

The County recognizes the need for communications devices such as cellular phones and pagers for proper management of law enforcement personnel. The county agrees to continue to provide such devices to members represented by KCSCA III.

Section 8. Retirement Plan

- A. Safety Tier 1 - The safety retirement benefit formula contained in Government Code section 31664.1 (i.e., 3% @ age 50) shall apply to all bargaining unit employees hired prior to March 13, 2012.

Resolution #2004-144, previously approved by the parties to this MOU and adopted by the Board of Supervisors on May 11, 2004, set forth the normal contributions for Safety Tier I employees. As set forth in Resolution #2004-144, such contributions shall be calculated to include two components: the "basic contribution rate" and the "supplemental contribution rate" as follows:

- The basic contribution rate shall be calculated to provide an average annuity at age 50 equal to one-one hundredth of the final compensation of the member in accordance with Government Code section 31639.25.
 - The supplemental contribution rate shall be an additional one percent (1%) of the employee's compensation earnable, such that the aggregate amount of the supplemental and basic contribution rates will provide an average annuity at age 50 equal to three two-hundredths of the final compensation of the member (the normal contribution rate for the 3% at age 50 enhanced retirement benefit).
1. During the term of this Agreement, employees in Safety Tier 1 who were hired prior to October 31, 2007 shall continue paying one-third of the normal contribution rate described in Section 3.A. above.
 2. Employees in Safety Tier 1 who were hired between October 31, 2007 and March 13, 2012 shall continue paying 100% of the normal contribution rate described in Section 3.A. above.
 3. If for any reason, including but not limited to a redeposit under current law, a rehired employee becomes eligible to receive service credit at the retirement formula contained in Government Code section 31664.1 ("3% at age 50"), the employee shall pay 100% of the normal contribution rate described in Section 3.A. above.
- B. Safety Tier 2A - The safety retirement benefit formula contained in Government Code section 31664 (2% at age 50") shall apply to all bargaining unit employees hired between March 13, 2012 and December 31, 2012. Employees in Safety Tier 2A shall continue paying 100% of the normal contribution rate as specified in Government Code section 31639.25.
- C. Safety Tier 2B (PEPRA) - The safety retirement benefit formula contained in Government Code section 31664 (2% at 50%) shall apply to all bargaining unit employees who became new members of KCERA on or after January 1, 2013. The contribution rate for such new members is as set forth in the Public Employees' Pension Reform Act of 2013 (PEPRA), at Government Code section 7522.30 (50% of normal cost). The terms "new member," "normal cost," and "normal cost rate" are defined in the PEPRA legislation.
- D. The County agrees to continue Government Code section 31727.7 for all retirement members relating to non-job related disability benefits.

- E. In accordance with Government Code Section 31641.95, on April 15, 1997, the County Board of Supervisors adopted a resolution permitting employees to purchase retirement credit for all legally eligible prior public service. All purchases of retirement credit shall be in accordance with the rules and regulations of the Kern County Employees' Retirement Association and the Government Code.
- F. This MOU does not create a vested right to continue the purchase retirement credit for prior service that is independent of this or successor MOUs. Said terms and conditions will remain in full force and effect until final approval of a successor MOU or the parties reach impasse and exhaust all legally required impasse resolution procedures.
- G. Employees who, in good faith, have designated an effective date of retirement from County service may sell back their accumulated vacation and sick leave balances to the Kern County Employees' Retirement Association no earlier than three (3) months prior to the designated date of retirement. This sell back shall be for the express purpose of receiving credit in the KCERA retirement system for all legally eligible prior public service.
- H. In addition to the ability to sell back accumulated vacation in the manner described in subsection "G" above, employees may also sell back their accumulated vacation balance (only) for the express purpose of receiving credit in the KCERA retirement system for all legally eligible prior service one time during the employee's tenure as a County employee. The employee must submit a written request to his/her department head no later than April 1st prior to the fiscal year in which the employee intends to sell back such amounts. The department head may, in his/her sole discretion, waive the April 1st filing deadline for any employee.

Section 9. Labor Code Section 4850 Time:

Employees receiving pay while on leave under the provision of Labor Code section 4850 ("4850 leave") shall receive (a) one day CTO credit for each County holiday which falls while the employee is on 4850 leave, based on the daily number of hours the employee was scheduled to work prior to 4850 leave; (b) uniform allowance during each six month period while on 4850 leave, and (c) if working 12 hour shifts (i.e., 84 hours per period), four (4) hours of "built-in" overtime each pay period.

ARTICLE X - GRIEVANCE AND ARBITRATION PROCEDURE

OBJECTIVES

1. To informally settle disagreements at the employee-supervisor level;
2. To provide an orderly procedure to handle the grievance through each level of supervision;
3. To correct, if possible, the cause of the grievance to prevent future complaints;
4. To promote harmonious relations among employees, their supervisors, and departmental administrators;
5. To assure fair and equitable treatment of all employees; and
6. To resolve grievances at the departmental level before appeal to higher levels.

DEFINITIONS

The following terms, as used in the Article, shall have the following meaning:

Grievance: A complaint by an employee, alleging a violation of this MOU, rules and regulations (except Civil Service Commission Rules) or policies governing personnel practices and working conditions. A grievance may be filed when the employee believes an injustice has been done because of an unfair application or deviation from a departmental policy or an alleged violation of any term or condition of the MOU.

Day: Calendar day, exclusive of Saturday, Sunday, and County holidays.

Employee: Any represented employee regardless of status.

Immediate Supervisor: The person who assigns, reviews, or directs the work of an employee.

Superior: The person to whom an immediate supervisor reports.

Representative: A person who appears on behalf of the employee.

Department Head/Appointing Authority: The Sheriff-Coroner.

EXCLUSIONS

1. Any and all work assignments and reassignments, unless the complaint arises out of a allegation that the employee was required to work out-of-classification in violation of that provided by Kern County Ordinance Code or the Kern County Administrative Procedures Manual, and did not receive the out-of-classification pay or unless there is evidence the assignment of work is a form of disciplinary action.
2. Classification and salary matters relative to classifications.
3. Appeals involving demotions, dismissals, incremental denials, suspensions, promotions, separations, and examination procedures. (These matters are within the Civil Service Commission's authority.)
4. County policy and ordinance questions, including subjects involving newly established or amendments to existing Board of Supervisors' resolutions, ordinances, or minute orders, unless the allegation is that they are not uniformly administered.
5. Work performance evaluations.
6. Impasses in meeting and conferring upon terms of a proposed MOU.
7. Grievances filed after twenty days from date of occurrence, or after twenty days from the date the employee had knowledge of an occurrence (but in no case later than one year from date of occurrence).

TIME LIMITS

Time limits are established to settle grievances quickly. Time limits may be extended by agreement of the parties. If the grievant is not satisfied with the decision rendered, it shall be the grievant's responsibility to initiate the action that submits the grievance to the next level of review within the time limits specified. Failure of the employee to submit the grievance within the time limits imposed shall terminate the grievance process, and the matter shall be considered resolved. Failure of the County to respond within

the time limits specified will allow the grievant to submit the grievance to the next higher step of the grievance procedure.

THE PARTIES' RIGHTS AND RESTRICTIONS

1. A party to the grievance shall have the right to record a formal grievance meeting at the expense of the requesting party.
2. The grievance procedure shall not limit the right of any employee to present a grievance individually.
3. An employee may have a representative present at all steps of the grievance procedure.
4. Reasonable time in processing a grievance will be allowed during regular working hours, with advanced supervisor approval. Supervisory approval will not be unreasonably withheld.
5. Only a person selected by the employee from within a recognized employee organization, and made known to management prior to a scheduled grievance meeting, shall have the right to represent or advocate as an employee's representative.
6. Nothing within this grievance procedure shall be construed as limiting the right of management to manage the affairs of the County.
7. Grievances of an identical nature concerning the same subject matter may be consolidated.
8. The Association, as an organization, may file a grievance that the County has violated specific rights afforded in the MOU. Such grievances shall be filed directly at Stage 2 (Department Head level), and shall be bound by the time limitations and all other provisions of this Article.

INFORMAL GRIEVANCE DISPOSITION

Within twenty (20) days from the occurrence of the issue that gave rise to the complaint, or within twenty (20) days from the employee's knowledge of the occurrence (but no later than one (1) year from the date of occurrence), an employee will promptly and informally meet to discuss the complaint with his/her immediate supervisor. In those circumstances where the nature of the complaint involves the immediate supervisor, the employee may informally discuss the complaint with the next higher level of supervision, provided the employee gives the immediate supervisor prior notification. Such initial discussion shall precede the use of the formal grievance procedure. If the supervisor fails to reply to the employee within five (5) days of the meeting, or if the employee is not satisfied with the decision, the employee may utilize the formal grievance procedure. Grievance forms are available in the department for this purpose.

FORMAL GRIEVANCE PROCEDURE

- Step 1. The formal grievance procedure shall be initiated by the employee, stating the nature of the grievance, the alleged violation by section or number, the desired solution, in writing on the grievance form, together with any desired solution, and with any supporting documents attached to the grievance form.

The grievance form and any supporting documents shall be delivered to the supervisor with whom the informal meeting was held, no later than five (5) days from receipt of the supervisor's informal response or within ten (10) days from the close of the informal meeting if no decision is rendered. The supervisor shall hold a formal meeting with the employee within five (5) days of the receipt of the formal grievance to review the facts, gather all supporting documents, discuss the complaint and desired solution, and discuss the proper appeal procedure. The supervisor will issue a written decision on the original grievance form within five (5) days of the close of the formal meeting.

Step 2. If the employee feels the immediate supervisor has not resolved the grievance, the employee may appeal to the next higher level of supervision and department head jointly. At this time, all supporting documents and evidence relative to the grievance shall be included with the appeal and made known to both parties. The person occupying the next higher level of supervision (identified by the department), together with the department head shall hold a formal meeting with the employee and his/her representative, if requested, within ten (10) days from the date of the appeal receipt, and attempt to settle the grievance. A decision shall be made, in writing, on the original grievance form to the employee by the department head within ten (10) days from the close of the formal meeting.

Step 3. If the employee is not satisfied with the decision of the department head, he/she may appeal the decision to the Chief Human Resources Officer within five (5) days from receipt of the department head's decision. In his/her appeal to the Chief Human Resources Officer all supporting documents must be attached to the grievance form, together with the grievant's reason for appeal and stated remedy requested. The CHRO or his/her designee will review the original grievance, all supporting documents, the department head's response, and the remedy requested, and issue a written decision within ten (10) days of receipt of the grievance. If the employee is not satisfied with the decision of the CHRO or designee, the employee may submit the grievance to advisory arbitration by written request to the Chief Human Resources Officer who shall, within five (5) days of receipt of the grievant's request, set a date for a meeting to:

- 1) Attempt to settle the grievance.
- 2) Agree to any stipulations.
- 3) Agree upon the issue statement. (Issue statement will reflect issue as presented in original grievance as written on grievance form).
- 4) Select an impartial arbitrator.

SELECTION OF THE ADVISORY ARBITRATOR

If the parties fail to agree on an arbitrator, a list of five (5) neutrals will be jointly requested from the Federal Mediation Service, the State Mediation and Conciliation Service, or the American Arbitrator's Association. The agency will be mutually selected. The parties shall select a neutral by alternately striking a name from the list, with the remaining name being the selected neutral. Should both parties agree that the first list submitted is unsatisfactory; the parties may request a second list. The arbitration procedure will be informal and private. The arbitration procedure shall not be bound by any of the rules of evidence governing trial procedure in State courts.

The arbitrator will not have the power to add to, subtract from, or otherwise modify the provisions of any MOU, Rules, Regulations, or Ordinances of the County of Kern.

The arbitrator will confine himself/herself to the issue submitted. The arbitrator's decision will be binding upon approval by the Board of Supervisors. The cost of the arbitrator shall be borne equally between the County and the grievant. Each party shall bear its own costs relating to arbitration including, but not limited to, witness fees, the costs of transcripts and attorney fees. The arbitrator shall be requested to submit his/her decision within thirty (30) days from the close of the hearing.

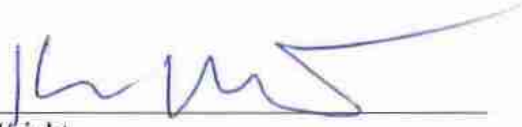
ARTICLE XI – SEVERABILITY

- A. If any provisions of this MOU or the application of such provision shall be rendered or declared invalid by any court action, or by reason of any existing or subsequently enacted legislation, the remaining parts or portions shall remain in full force and effect.
- B. In the event of suspension or invalidation of any Article or Section of this MOU, the parties agree to meet and confer within thirty (30) days after such determination for the purpose of attempting to arrive at a mutually satisfactory replacement for such Article or Section.

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This MOU entered into and signed this 13th day of August, 2019.

Kern County Sheriff's Command Association III



Kevin Wright
President

County of Kern



David Couch, Chairman
Board of Supervisors



Devin Brown
Chief Human Resources Officer

Approved as to form:

by: 

Kendra L. Graham
Chief Deputy County Counsel