

COUNTY OF KERN

AND

**KERN LAW ENFORCEMENT
ASSOCIATION**

Memorandum of Understanding

SEPTEMBER 17, 2019 – JUNE 30, 2020

TABLE OF CONTENTS

ARTICLE I – GENERAL PROVISIONS	1
Section 1. Purpose.....	1
Section 2. Full Understanding, Modifications, Waiver	1
Section 3. Recognition.....	1
Section 4. Authorized Agents	2
Section 5. Strikes and Lockouts.....	2
Section 6. Side Letters	2
 ARTICLE II – RIGHTS OF PARTIES	2
Section 1. Employee Rights.....	2
Section 2. Rights of Employee Organization.....	3
Section 3. Management Rights	4
Section 4. Release Time for Union Representatives.....	5
Section 5. Payroll Deductions, Union Dues.....	6
Section 6. Access to Information	6
Section 7. Access to Employee Orientation.....	6
Section 8. Notification of Critical Incidents	6
 ARTICLE III – SALARIES.....	6
Section 1. Salaries.....	6
Section 2. P.O.S.T Certificate Pay	7
Section 3. Recruitment Bonus.....	8
Section 4. Shift Differential	8
 ARTICLE IV – PREMIUM PAY	8
Section 1. Overtime Policy	8
Section 2. Compensatory Time-Off (CTO) Policy	9
Section 3. Overtime Allocation.....	9
Section 4. Call in Pay.....	10
Section 5. Standby Pay & Availability Pay	10
Section 6. Canine Care Pay.....	12
Section 7. Swat Team Pay	12
Section 8. Field Training Officers	12
Section 9. Bomb Detail	12
Section 10. Remote Assignment Availability Pay	12
Section 11. Bilingual Pay.....	13
Section 12. Detention Training Officer Pay	13
Section 13. Pilot Certificate Pay	13
 ARTICLE V – UNIFORMS	14
Section 1. Uniform Allowance	14
Section 2. Safety Equipment.....	15

ARTICLE VI – PAID LEAVE	15
Section 1. Holidays	15
Section 2. Vacations	17
Section 3. Paid Sick Leave	18
Section 4. Witness Duty	19
Section 5. Catastrophic Leave Pay	19
Section 6. Winter Recess	20
ARTICLE VII – BENEFITS	21
Section 1. Medical/Dental/Vision/Prescription Drug	21
Section 2. Effect of Leave of Absence without Pay on Health/Dental Plans	22
Section 3. Retirement Plan	22
Section 4. Employee Assistance Program	23
Section 5. Deferred Compensation	24
Section 6. Travel Expense	24
Section 7. Moving Allowance	24
Section 8. Flexible Spending Accounts	24
Section 9. Labor Code Section 4850 Time	24
ARTICLE VIII – WORKING CONDITIONS	25
Section 1. Hours	25
Section 2. Work Week	25
Section 3. Officer Safety and Staffing Level	25
Section 4. Critical Incident	26
Section 5. Equipment Safety	26
Section 6. Exposure Testing	26
Section 7. Work Area	26
Section 8. Emergency Vehicles	26
Section 9. Employee Training	26
Section 10. Claims Review Board	27
Section 11. Seniority	27
Section 12. Deputy Coroner Functions	27
Section 13. Class B Driver's License	27
ARTICLE IX – VOLUNTARY TRANSFERS	27
Section 1. Voluntary Transfer Policy	27
Section 2. Voluntary Transfer Criteria	28
Section 3. Application of Criteria	28
Section 4. Grounds for Denial	30
Section 5. Method of Requesting Voluntary Transfers	31
Section 6. Duration of Voluntary Transfer Requests	31
Section 7. Duration of Assignments Resulting from Voluntary Transfers	32
Section 8. Hardship Transfers	32
Section 9. No Requests on File	32
Section 10. Promotional Transfer Requests	32
Section 11. Temporary Re-Assignments	32
Section 12. Re-Assignment After Temporary Leaves of Absence	32
Section 13. Union President and Vice President	33

ARTICLE X – SHIFT BIDS/SCHEDULES	33
Section 1. Shift Bids	33
Section 2. Scheduling of Paid Leave	34
Section 3. Shift Trades.....	35
ARTICLE XI – RECOVERY OF OVERPAYMENTS OR CORRECTION OF UNDERPAYMENTS	36
ARTICLE XII – GRIEVANCE AND ARBITRATION PROCEDURE	36
OBJECTIVES	36
DEFINITIONS	37
Grievance.....	37
Days	37
Grievant.....	37
Employee.....	37
Immediate Supervisor.....	37
Superior	37
Representative	37
Department Head/Appointing Authority	37
EXCLUSIONS	37
TIME LIMITS	38
THE PARTIES’ RIGHTS AND RESTRICTIONS	38
INFORMAL GRIEVANCE PROCEDURE.....	38
FORMAL GRIEVANCE PROCEDURE	39
Step 1	39
Step 2.....	39
Step 3	39
ADVISORY ARBITRATION	40
ARTICLE XIII – SEVERABILITY	41
ARTICLE XIV – EFFECTIVE DATE AND DURATION.....	41
Section 1. Effective Date and Duration of MOU.....	41
Section 2. Signatures.....	41

ARTICLE I - General Provisions**Section 1. Purpose**

This Memorandum of Understanding, hereinafter referred to as "MOU", entered into by the County of Kern, hereinafter referred to as "COUNTY", and the Kern Law Enforcement Association, hereinafter referred to as "UNION", has as its purpose the setting forth of 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. Pursuant to Government Code section 3505.1, this MOU is jointly submitted to County's Board of Supervisors and recommended for approval.

Section 2. Full Understanding, Modifications, Waiver

- A. This Memorandum of Understanding sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or MOUs by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.
- 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 shall not be required to negotiate with respect to any subject or matter covered herein during the term of this Memorandum of Understanding.
- C. No agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing by all parties hereto, and if not required, approved and implemented by the County's Board of Supervisors.
- D. The waiver or breach of any term or condition of this Memorandum of Understanding by either party shall not constitute a precedent in future enforcement of all its terms and provisions.
- E. Existing practices and/or benefits within the scope of representation per Meyers-Milias-Brown Act (Government Code §3500 et seq.), which are not referenced in this Memorandum of Understanding, shall continue without change unless modified or abolished pursuant to the meet and confer process.

Section 3. Recognition

The County recognizes the Kern Law Enforcement Association (Union) as the employee organization certified by the Board of Supervisors, pursuant to Employer-Employee Relations Resolution No. 84-166, and the Meyers-Milias-Brown Act (Gov. Code §3500 et seq.), and any amendments thereto.

The Kern Law Enforcement Association (Union) is certified to represent its members. The terms and conditions of this MOU shall apply to all permanent and probationary full-time and part-time employees in the classifications listed below.

- A. Supervisory Law Enforcement Unit
Sheriff's Sergeant Classification

- B. Law Enforcement Unit
Deputy Sheriff Classification
Senior Deputy Sheriff Classification
District Attorney's Investigator Classifications

It is further understood that any employee may, to the extent permitted by law, represent themselves individually in their employment relations with the County.

Section 4. Authorized Agents

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

- A. County's principal authorized agent shall be the Chief Human Resources Officer, or his duly authorized representative (Address: 1115 Truxtun Avenue, Bakersfield, California 93301; Telephone: 868-3450), except where a particular management representative is specifically designated in connection with the performance of a specified function or obligation set forth herein.
- B. The Union's principal authorized agent shall be the President of KLEA, or his duly authorized representative (Address: 3417 Pegasus Drive, P.O. Box 82516, 93380-2516; Telephone: 392-4430).

Section 5. Strikes and Lockouts

During the term of this MOU, County agrees that it will not lock out employees, and Union 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. Union will take whatever possible lawful steps necessary to prevent any interruption of work in violation of this MOU, recognizing with County that all matters of controversy within the scope of the MOU shall be settled by established grievance procedures.

Section 6. Side Letters

Notwithstanding, Article 1, Section 2.A of this MOU, all previously executed and unexpired side letter agreements and written amendments to the MOU that are not otherwise specifically incorporated into this MOU shall remain in full force and effect and are incorporated by reference into this Agreement absent a specific written agreement to modify or eliminate a particular side letter agreement or written amendment.

ARTICLE II – Rights of Parties

Section 1. Employee Rights

- A. To the extent permitted by the Meyers-Milias-Brown Act, all employees of the County of Kern shall have the right to form, join, and participate in the activities of an employee organization of their own choosing, for the purpose of representation on matters of employer-employee relations.

- B. Employees shall also have the right to refuse to join or participate in any employee organization.
- C. No person, in the County or Union, shall directly or indirectly interfere with, restrain, coerce, or discriminate against any employee or group of employees in the free exercise of their right to organize and designate representatives of their own choosing for the purpose of collective bargaining in accordance with the Meyers-Milias-Brown Act, or in the free exercise of any other right under this MOU.
- D. The provisions of this MOU shall be applied equally to all employees without discrimination as to age, sex, disability, marital status, religion, race, color, creed, or national origin.
- E. Any reference in this document to gender is to be construed as applying to both female and male employees.
- F. No person shall directly or indirectly interfere with, restrain, coerce, or discriminate against any employee in the free and lawful exercise of their right of free speech except when acting as an agent or employee of the Sheriff-Coroner or the District Attorney in areas deemed confidential by law.
- G. The County agrees that an employee may review or authorize his/her designated representative to review his/her official personnel files at the Human Resources Division upon written request.
- H. The policy of the Sheriff-Coroner and District Attorney shall continue to be that all internal affairs investigations shall be conducted in a professional, timely and reasonable manner. All legal requirements for such investigations will be adhered to, and the confidentiality of all information will be maintained within the boundaries of the legal restraints applicable to personnel actions.

Section 2. Rights of Employee Organization

- A. To assure the Union's full exercise of their representation rights, the Union will, except in cases of emergency, be given reasonable notice of:
 - 1. Any new or revised ordinance, resolution, rule, or regulation to be proposed for adoption by the Board of Supervisors, Civil Service Commission, or other boards, which relate to matters within the scope of representation.
 - 2. Any new or revised written policy to be proposed for adoption by the department head, which relates to matters within the scope of representation.
 - 3. In those cases where the County or department head exercises their emergency powers, the County or department head will meet with the Union at its first opportunity.
- B. The Union shall be entitled the use of reasonable space, designated by the County, on departmental bulletin boards to post notices pertinent to their membership. Such material offered for posting by the Union shall be submitted to the department head, or designee, for the purpose of keeping the department informed of notices which will appear on the board.

- C. The Union shall be entitled to the use of County meeting facilities on the same basis as other organizations.
- D. The Union shall have reasonable use of County communications facilities for distribution of material, provided such distribution does not interfere with official business, and prior approval of the Chief Human Resources Officer is obtained.
- E. The County will provide the Association notice of all "Personnel Orders" affecting employees within the bargaining unit as soon as said orders are issued. "Personnel Orders" shall be defined as all written transfer orders and promotion notices.

Section 3. Management Rights

- A. The County and its management representatives 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 to accomplish 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 Federal or State law and local ordinance, after consultation with employee organization representatives.
10. 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 Union agrees that the Sheriff-Coroner and the District Attorney have the right to reassign personnel in their respective departments based on their discretion.
2. An employee departmentally 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 Chief Deputy or above or, for District Attorney Investigators, a hearing held by an Assistant District Attorney or his/her designee. This administrative hearing procedure is separate and apart from the grievance procedure.
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.

Section 4. Release Time for Union Representatives

- A. Union officers (i.e., President, Vice President, Secretary, Treasurer) will be granted reasonable use of County time to perform their duties. The Union President or, in his/her absence, the Vice President will be allowed up to one day of release time per week for Union business. If circumstances warrant, more time may be provided.
- B. Any employee holding the Union office of director may be allowed reasonable use of County time to attend official Union Board meetings, if the meetings occur during their normal work hours. A request by an employee holding a Union office or Board position to use County time to attend an official Board meeting shall not be unreasonably denied. The requirement to backfill overtime is not generally a reasonable basis to deny a request.
- C. Employees who serve as designated members of the Union's meet and confer team will be allowed reasonable use of County time when meeting with the County on successor MOUs or on other 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 preparation time with appropriate notice to the affected supervisor.

Section 5. Payroll Deductions, Union Dues

The County shall deduct Union membership dues, initiation fees, general assessments, and payments for membership benefit programs sponsored by the Union on a biweekly basis from the salary of each bargaining unit employee who files a written authorization requesting such deductions. Remittance of the aggregate amount of all Union deductions made from salaries of bargaining unit employees shall be made to the Union by the County within one week of the Tuesday pay day. The Union shall remit to the County two cents (\$.02) per Union dues deduction per biweekly pay period.

Section 6. Access to Information

The County shall provide the Union upon request, at no cost, and in a timely fashion, the following material:

- A. Agendas of the Board of Supervisors' meetings
- B. Agendas of Retirement Board meetings
- C. Agendas of Civil Service Commission meetings
- D. Notice of Special Meetings of the Civil Service Commission
- E. Job bulletins regarding classified positions within the Union's scope of representation

To the extent permitted by law, the Sheriff's Office and District Attorney's Office shall provide to KLEA the names and addresses of employees working in classifications represented by KLEA on a monthly basis in accordance with existing administrative procedures.

Section 7. Access to Employee Orientation

The Sheriff's Office and the District Attorney's Office shall notify the Union of the names, start dates, assignments, and contact information for all new employees hired into bargaining unit positions. Such notification shall be provided to the Union no later than the new employee's first day of employment with the County.

Section 8. Notification of Critical Incidents

The County shall notify the Union President or Vice-President of all critical incidents (i.e., officer involved shootings, in-custody deaths, etc.) involving bargaining unit employees as soon as possible after learning of the incident.

ARTICLE III - Salaries

Section 1. Salaries

- A. Effective September 14, 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 (See full Salary Schedule in Attachment A):

<u>Item No.</u>	<u>Classification Title</u>	<u>Range No.</u>	<u>Monthly Salary Range</u>
4493	Deputy Sheriff	62.6	\$4,934 - \$6,024
4492	Deputy Sheriff – C	63.6	\$5,187 - \$6,332
4491	Deputy Sheriff – CA	65.0	\$5,562 - \$6,790
4484	Senior Deputy Sheriff	65.5	\$5,702 - \$6,961

4483	Senior Deputy Sheriff – C	66.5	\$5,994 - \$7,317
4482	Senior Deputy Sheriff – CA	67.9	\$6,427 - \$7,846
4467	Sheriff's Sergeant – C	69.1	\$6,824 - \$8,330
4466	Sheriff's Sergeant – CA	70.5	\$7,317 - \$8,932
4426	District Attorney's Investigator	66.0	\$5,846 - \$7,137
4425	District Attorney's Investigator – C	67.0	\$6,145 - \$7,502
4424	District Attorney's Investigator – CA	68.4	\$6,590 - \$8,045
4422	Senior District Attorney's Investigator – C	69.2	\$6,858 - \$8,372
4421	Senior District Attorney's Investigator – CA	70.6	\$7,354 - \$8,977

- B. Effective September 14, 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 previously received Fitness Pay.
- C. 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.
- D. Additionally, the County agrees to reopen this section of the MOU one time during the term of this agreement.
- E. Employees with 30 or more years of service will receive 2% longevity pay on base wages. As used in this subsection, 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 2. P.O.S.T Certificate Pay

- A. The classifications covered by this MOU that are eligible for a 5% Intermediate P.O.S.T. Certificate Pay:
 - 1. Deputy Sheriff
 - 2. Senior Deputy Sheriff
 - 3. District Attorney's Investigator
- B. The classifications covered by this MOU that are eligible for a 7% Advanced P.O.S.T. Certificate Pay include:
 - 1. Deputy Sheriff
 - 2. Senior Deputy Sheriff
 - 3. Sheriff's Sergeant
 - 4. District Attorney's Investigator
 - 5. Senior District Attorney's Investigator
- C. Effective September 14, 2019, all classifications covered by this MOU are eligible for a 5% Supervisory P.O.S.T. Certificate Pay.
- D. All P.O.S.T. Certificate Pay, except the 5% Supervisory P.O.S.T. Certificate Pay, shall be reflected within the salary schedule as separate classifications. Intermediate P.O.S.T. Certificate classifications shall include the designation "-C" and Advanced P.O.S.T. Certificate classifications shall include the designation "-CA." The 5% Supervisory Certificate Pay shall be paid as a special allowance pay for all eligible employees.

- E. For purposes of this section only, an employee shall be entitled to P.O.S.T Certificate 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 P.O.S.T Commission for processing.

Section 3. Recruitment Bonus

All new Kern County employees appointed into the Deputy Sheriff classification shall be eligible for a non-pensionable recruitment bonus not to exceed \$10,000. The bonus shall be earned upon the following delivery schedule:

- A. \$3,000 upon appointment to a permanent Deputy Sheriff position
- B. \$2,000 upon satisfactory completion of the one year probationary period
- C. \$2,000 upon completion of two years of continuous service with the Kern County Sheriff's Office
- D. \$3,000 upon completion of three years of continuous service with the Kern County Sheriff's Office

Section 4. Shift Differential

The County will pay shift differential pay of 7.5% of base pay for any time actually worked between 9:00 PM and 7:00 AM.

ARTICLE IV – Premium Pay

Section 1. Overtime Policy

- A. Rate - The parties agree to compensate employees at the rate of one and one-half (1½) times their regular rate of pay for all hours worked in excess of:
- 1. Eight (8) hours, for employees normally assigned an eight-hour shift;
 - 2. Ten (10) hours, for employees normally assigned a ten-hour shift;
 - 3. More than forty (40) hours in a seven-day work period.

Notwithstanding the other provisions of this MOU and in accordance with existing practice, Detentions Bureau employees working twelve-hour shifts shall be compensated at the rate of one and one-half times their regular rate of pay for all hours worked in excess of eighty-four (84) hours a pay period, as such employees are scheduled to work thirty-six (36) hours in one week and forty-eight (48) hours during the other week of each pay period.

- B. Hours Worked - Holidays and all paid leave time, including, but not limited to, Sick Leave, Vacation, Compensatory Time-off, and Jury Duty will count as hours worked for the purpose of computing overtime.
- C. The time spent taking Kern County Civil Service examinations will count as hours worked when the examination occurs during the employee's scheduled work hours.
- D. Employees will be compensated for the time worked for official phone calls, taken or made off-duty. Time spent in such activity that is less than 10 minutes is considered as being de minimis and not compensable.

Section 2. Compensatory Time-Off (CTO) Policy

- A. An employee authorized to use accumulated CTO or vacation shall not be entitled to compensation for overtime pay for the period of time while on paid leave.
- B. Represented employees may accumulate a maximum of one hundred forty-four (144) hours of CTO credit at any one time. CTO is accumulated as hours at the rate of 1.5 times the number of overtime hours worked and is compensated at the employee's regular hourly rate of pay.
- C. Represented employees with less than one hundred forty-four (144) hours accumulated CTO credit may request compensation for overtime worked in the form of either pay or CTO at the employee's option.
- D. Once a represented employee has accumulated one hundred forty-four (144) hours of CTO credit, any overtime worked will be compensated for with paid overtime regardless of the employee's preference.
- E. If a represented employee has accumulated one hundred forty-four (144) hours of CTO credit, he/she may use these credits in accordance with current departmental procedures.
- F. At such time that the employee uses all or any part of his/her one hundred forty-four (144) hours of CTO credit, any overtime worked will again be compensated with either pay or CTO at the employee's option.
- G. All overtime reported on a single date will be compensated for in a single fashion, and no employee will split this time for partial compensation by pay and partial compensation by CTO.
- H. Overtime pay will be paid within two pay periods after being reported.

Section 3. Overtime Allocation

- A. The County shall maintain a roster of volunteer personnel covered by this MOU who have submitted their names to work overtime so that overtime may be equitably distributed in the following categories of paid overtime as described below:

CATEGORY ONE:

Non-Regular Duty Paid Overtime Assignments. "Non-public events that require additional manpower in an overtime status during the term of the MOU year." The following are examples:

- 1. Transportation
- 2. Hospital guard

CATEGORY TWO:

Non-Regular Duty - Special Assignments. "Public events that require additional manpower during the MOU year." Examples are, but are not necessarily limited to the County Fair, contract assignments, and VIP Security assignments.

- B. Persons delegated the responsibility for each assignment shall be required to offer overtime equitably to all interested employees covered by this MOU. Notwithstanding the foregoing, after all employees referenced in the list established under Section 3 A (above) have been queried (and that list has been exhausted) if no employee(s) on the list is available, the Sheriff may utilize detention officers for such overtime assignments.
- C. The County will solicit the transmittal of Overtime Request Forms in January and July of each calendar year. A roster will be compiled relative to specific overtime events. The request forms shall include the specific event for which the employee is volunteering. Persons delegated the administrative responsibility for each event shall be provided with the personnel roster, relative to the event, for equitable distribution of available overtime assignments. An employee who is deemed to be unavailable for the assignment shall be removed from the top of the roster and placed at the bottom for later consideration and to promote equitable distribution.

Section 4. Call in Pay

Any employee called in to work, including but not limited to an employee required to appear for a court appearance during off-duty hours, shall be compensated a minimum of two (2) hours at the overtime rate.

Section 5. Standby Pay & Availability Pay

A. Standby

1. Definition of Standby – Employees who are required during off-duty hours to remain on-call on the County's premises or elsewhere or under conditions so circumscribed that they cannot use their time effectively for their own purposes are working while "on-call." Employees who are working while "on-call" are on "standby." Employees who are not required to remain on the County's premises or elsewhere and are merely required to leave word at their homes or with County officials where they may be reached, or are merely required to be available via a communications device, are not working while "on-call" and are not on "standby." This definition of "standby" is intended to be the same definition as "working while 'on-call'" which is contained in 29 CFR § 785.17 and to duplicate the definition of compensable standby (i.e., working while "on-call") found in the Fair Labor Standards Act as it is presently interpreted.
2. Although Article IV, Section 5(A)(1) defines standby to include employees who are required during off-duty hours to remain on-call on the County premises, neither the Sheriff nor the District Attorney intend to require employees who are on standby to be physically present on the County premises.
3. Compensation for Standby – Employees required by the department head to be on standby shall receive one-quarter (1/4) of his regular straight time rate of pay, or the minimum wage, whichever is higher, for all hours they are required to be on standby. Employees who are called back to work shall not receive standby pay while in a called back status, but shall receive standby pay for all hours actually on standby in addition to any applicable minimum call-in payments due under this MOU.

4. Court Standby

a. On Employee's Regular Day Off -

Employees required to remain on court standby on their regular day off, shall receive a minimum of seven (7) hours of standby pay. The seven hours of standby is intended to compensate the employee for being on standby from 8:00 a.m. to 3:00 p.m. An employee shall not be entitled to more than seven hours of court standby unless the employee is advised to remain on standby after 3:00 p.m.

b. Other Court Standby -

Employees required to remain on court standby on other than their regular day off, shall be compensated in accordance with Article IV, Section 5(A)(3) above.

B. Availability Pay

It is agreed by the parties that safety employees in the work units of Homicide, Special Investigations Division, Search & Rescue, the Air Support Unit, the District Attorney Call-Out Response Team (aka Officer Involved Shooting/Critical Incident Team), the Internal Affairs Unit, the Sexual Assault and Abuse Investigation Unit, the Gang Suppression Investigation Unit and the Rural Crime Unit are frequently required to respond to emergency or urgent situations during off-duty hours. Such employees shall be required to carry a communications device to ensure their availability. Neither the Sheriff's Office nor the District Attorney's Office shall impose conditions, in addition to those listed herein, which so restrict the employee that the employee is on "standby", as defined in Article IV, Section 5 (A)(1) above, unless the employee is placed on standby by the department head. The employees in these units will continue to be eligible for Court standby and standby for extraordinary events requiring department-wide standby. These employees will be compensated for their continued availability as follows:

1. The supervisors of the identified units will establish rotational lists of employees (or, when appropriate, teams of employees) who are expected to be available for call-out in the event of an urgent or emergency situation.
 - a. The employee (or team of employees) at the top of the list will be expected to remain accessible by telephone or pager and be fit, and otherwise able to report to duty if called.
 - b. The rotational period for lists will normally be no longer than a seven-day period. However, when necessary, a supervisor may deviate from this practice in order to accommodate the scheduling of paid leave.
 - c. The employee (or team of employees) not at the top of the list are not required to be available for call-out, but may be called-out if circumstances warrant the response of additional personnel.
2. As compensation for this availability, all employees assigned to the above listed work units will receive a flat rate special allowance in an amount equal to 5% of their individual base salary.

3. Safety employees receiving availability pay in the Special Investigations Division on the date of execution of this MOU shall continue receiving availability pay pursuant to this Section until they no longer serve in this division. Availability pay eligibility for safety employees entering into the Special Investigations Division after execution of this MOU shall be subject to the discretion of the Commander supervising this division.

- C. Article IV, Section 5, is intended to govern all of the standby and availability pay rights of the employees covered by this MOU. None of the Ordinance Code provisions relating to standby or availability pay shall apply to those employees.

Section 6. Canine Care Pay

Employees assigned to maintain Sheriff-Coroner's canines in their homes will receive additional pay equal to 5% of their base salary in full compensation for those hours spent in the home-care of their assigned animals. This compensation is agreed to satisfy any alleged requirements of the Fair Labor Standards Act in that it represents appropriate compensation for fluctuating, unsupervised and unrecorded compensable hours of work.

Section 7. Swat Team Pay

- A. Employees assigned to the SWAT Team or Crisis Negotiation Team will receive "special assignment pay" equal to 5% of their base salary. SWAT Team Pay shall only be paid to employees during the period of time the employee is on the SWAT Team or Crisis Negotiation Team and shall stop upon removal from the applicable team.
- B. Nothing in this provision should be interpreted to fulfill or supersede any obligation for standby pay that might exist pursuant to this MOU.

Section 8. Field Training Officers

- A. In the event the Sheriff's Office begins a Field Training Officer program, the Department will assign, at the Sheriff-Coroner's discretion, a necessary number of personnel to serve as Field Training Officers (FTOs).
- B. During their assignment to the FTO program, employees assigned as FTOs will receive additional "special assignment pay" equal to 5% of their base salary.

Section 9. Bomb Detail

Employees assigned to the Bomb Detail will be compensated by "Special Allowance Pay" at a bi-weekly rate equal to 5% of their bi-weekly base pay.

Section 10. Remote Assignment Availability Pay

As availability compensation for employees assigned to the Glennville and Walker Basin substations as resident Deputies, a premium of 5% of their base pay will be paid. While these employees will wear a pager during off-duty hours, it is understood that they are not necessarily on standby, (unless so ordered under Section 5A of this Article) and will not be subject to discipline if not reachable during off-duty hours, unless specifically designated as being on standby.

Section 11. Bilingual Pay

In accordance with Section 422 of the Kern County Administrative Manual, bilingual pay of \$25 per pay period will be paid to eligible employees assigned to a designated position requiring bilingual skills.

Section 12. Detention Training Officer Pay

- A. The Sheriff-Coroner, in his sole discretion, may maintain a training program for detention officers. As part of the program, the Sheriff-Coroner will assign, in his sole discretion, personnel to serve as Detention Training Officers.
- B. While assigned as a Detention Training Officer, employees shall receive "special assignment pay" equal to five percent (5%) of their base salary.

Section 13. Pilot Certificate Pay

- A. The Sheriff-Coroner, at his sole discretion, may maintain an Air Support Unit wherein sworn Sheriff Deputies will operate either Rotorcraft or Fixed-winged aircraft to support Sheriff's activities. Employees assigned to the Air Support Unit shall be entitled to receive Pilot Certificate Pay as a form of special certification pay as follows:

Qualifying Certificate	Rotorcraft	Fixed-Wing
Commercial Rating*	5.5%	5.5%
Mountain Transition	5%	
Vertical Reference Cert.	5%	
Huey Command Status	7%	
Instrument Rating		5%
Certificated Flight Instructor Instrument		5%

*Required for operation of public sector aircraft

- B. Rotorcraft Aircraft Premiums

Employees shall be entitled to "special certification pay" of 5.5% of their base salary upon receipt of a Commercial Rating certificate for Rotorcraft aircraft. Employees shall be entitled to an additional 5% of their base salary upon receipt of the Mountain Transition certification. Employees shall be entitled to an additional 5% of their base salary upon receipt of the Vertical Reference certification. Employees shall be entitled to an additional 7% of their base salary upon receipt of the Huey Command Status certification. An employee shall not receive more than 22.5% in Pilot Certificate Pay during the period in which he or she is assigned to the Air Support Unit.

- C. Fixed-wing Aircraft Premiums

Employees shall be entitled to Pilot Certificate Pay of 5.5% of base salary upon receipt of a Commercial Rating certificate for fixed-wing aircraft. Employees shall be entitled to an additional 5% of their base salary upon receipt of the Instrument Rating. Employees shall be entitled to an additional 5% of their base salary upon receipt of the Certificated Flight Instructor Instrument certification. An employee shall not receive more than 22.5% in Pilot Certificate pay during the period in which he or she is assigned to the Air Support Unit.

ARTICLE V - Uniforms

Section 1. Uniform Allowance

- A. Effective September 14, 2019, all employees covered by this MOU who are required by the Department Head to possess or wear uniforms or other particular styles of clothing shall receive an annual uniform allowance of \$1,300. District Attorney's Investigators are entitled to the uniform allowance for the cleaning and maintenance of appropriate work attire. The uniform allowance will be payable bi-weekly with the annual allowance divided by 26.089.
- B. The County will continue to provide Sheriff-Coroner's safety personnel with badges, patches, chevrons, time-service stripes, and nametags for the uniforms.
- C. The County will provide Sergeants with printed business cards indicating the employee's name and rank. Sworn personnel below the rank of Sergeant will be provided printed business cards indicating the employee's name, without reference to rank.
- D. The County will continue to provide all District Attorney's Investigators with off-duty badges and badge cases.
- E. Any changes adopted by the Board of Supervisors in the uniform regulations, which result in additional cost to the employee, will be paid for by the County.
- F. Clothing Options

The officer in charge of any operation may authorize, subject to the Department Head's discretion, the wearing of appropriate wash-and-wear clothing due to the job assigned, weather conditions, and any other unusual circumstance where damage, cleaning problems, or the need for clothing changes might occur.

- G. Search and Rescue Uniform Clothing

In any instance where cold, inclement weather exists during search and rescue operations, the County shall provide, subject to Sheriff-Coroner's discretion, heavy-duty rain gear or parka costs, if necessary.

- H. Proper Uniform

- 1. Employees assigned to Detective Division, Technical Investigations, Internal Affairs, or any other existing plainclothes assignment shall be allowed, at the Department Head's discretion, the option of wearing neckties regardless of the time of year.
- 2. Officers required to wear uniforms shall, at the discretion of the Department Head, have the option of wearing a tie while on duty.
- 3. Neckties shall be worn during Departmental Class "A" inspections and during court appearances.

- I. Employees designated by the Sheriff-Coroner as official members of the Sheriff's Special Weapons and Tactics Team (SWAT) will be compensated at the rate of an additional \$25 per month.

Section 2. Safety Equipment

- A. The County will provide safety employees with the following required safety equipment:
 1. Service Weapon
 2. Flashlight (including batteries, bulbs)
 3. Ammunition, gun belt, holster, pouches and related leather goods
 4. Off-duty holster
 5. Rain Jacket
 6. Handcuffs
 7. Badge
 8. Baton
 9. Protective ballistic body armor
 10. Chemical agent
 11. Helmet and face shield (does not apply to District Attorney's Investigators)
 12. Airway Mask
- B. The County shall replace required County safety equipment which has become unserviceable and shall replace all protective ballistic body armor no later than one hundred eighty (180) days after the expiration of any manufacturer's warranty regarding the fitness of the product to perform its intended function.
- C. Employees may provide their own safety equipment at their own expense, provided that the equipment meets the standards of the department. All safety equipment provided by the County shall remain the property of the County. Employees shall be responsible for loss or damage to such equipment due to their negligence. Upon employee's termination from County service or the commencement of terminal vacation, all County equipment shall be returned to the employing Department and/or County.
- D. It is agreed that Section 318 of the Kern County Administrative Procedures Manual governs the, loss or damage of employees' personal property in the course of County employment except equipment purchased by the employee as provided for in Section C, above, will only be replaced with County equipment.
- E. The County shall make FAA approved clothing and safety equipment available for employees while on duty as a pilot or observer on either a helicopter or fixed wing aircraft.
- F. The County shall provide each patrol deputy with access to electronic versions of the current California Penal Code.

ARTICLE VI – Paid Leave

Section 1. Holidays

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

July 4th
Labor Day
Veteran's Day (as observed)
Thanksgiving Day
Day after Thanksgiving Day
Christmas Eve
Christmas Day
New Year's Eve
New Year's Day
Martin Luther King, Jr.'s Birthday (Third Monday in January)
Washington's Birthday
Memorial Day

1. Holidays, which fall on Saturday, shall be observed on the previous Friday.
2. Holidays which fall on Sunday shall be observed on the following Monday.
3. The actual holiday is defined as the day of the week upon which the holiday actually falls.
4. Designated holiday is defined as any day observed in-lieu of the actual holiday.
5. Holiday pay is defined as one and one half times the employee's regular hourly rate for each normally scheduled shift hours (i.e. 8, 10, 12, etc) worked on a holiday.
6. Employees regularly scheduled to work on the actual holiday will receive holiday pay in addition to their regular pay.
7. Employees regularly scheduled to work on the designated holiday will receive holiday pay in addition to their regular pay.
8. Employees shall not receive holiday pay for both the actual and the designated holiday.
9. Employees who are not regularly scheduled to work on either the actual holiday or the designated holiday shall receive CTO credit in an amount equal to the numbers of hours normally scheduled to work. If an employee who is not regularly scheduled to work either the actual holiday or a designated holiday is called to work, such employee shall be compensated in accordance with Chapter 3.24 of the Kern County Ordinance Code.
10. Holiday pay is to be provided as CTO or cash payment at the employee's option up to the 144-hour CTO cap. After the 144-hour CTO cap is reached, all holiday compensation will be paid in cash.
11. Holidays, which fall during an employee's vacation period, shall not be charged against the employee's vacation balance.

B. Assignments on Holidays

1. Employees regularly scheduled to work on the holiday shall be given priority in filling their normally scheduled shift.
2. In the event of a vacancy in filling the holiday staffing requirements, additional personnel shall be assigned from a roster of those qualified employees who have indicated a desire to work on the holiday. If there are more volunteers than slots, the vacancies will be filled on order of seniority.
3. In the event that an insufficient number of volunteers exist to fill holiday shift vacancies, the Sheriff-Coroner will assign duty to others within the same division based upon reverse order of seniority.

C. Court Holidays - Bailiffs

Employees assigned to work as Bailiffs or Court Guards will not be required to take vacation or CTO when the Court has a holiday that is not also a designated County holiday. Employees who remain on-duty will be reassigned to other duties normally assigned to Deputy Sheriff classifications for the day.

Section 2. Vacations

- A. The vacation entitlement for regular full-time employees covered by this MOU is:

13 days (104 hrs.)	vacation after one (1) year of service.
18 days (144 hrs.)	vacation after five (5) years of service (new accrual rates begin at start of 5th year of service).
23 days (184 hrs.)	vacation after ten (10) years of service (new accrual rate begins at start of 10th year of service).
28 days (224 hrs.)	vacation after fifteen (15) years of service (new accrual rate begins at the start of the 15th year of service).

- B. 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.

- C. 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 his/her department head to cash-out any accrued vacation. Upon investigation, the department head may direct the claim to the Auditor-Controller for payment. Any disputes arising from the department head's denial of any claim for payment will be resolved by application of the Grievance and Arbitration Procedure.

- D. 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. Denials because of staffing and workload requirements shall not be grievable under the terms of this MOU. 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 and/or the terms of this MOU.

Section 3. Paid Sick Leave

A. Accrual

1. 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	2.66667 hours	8.67
6 or more	3.69231 hours	12

2. 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.

B. Sick Leave Payoff Schedule

Applicable ONLY upon death or active retirement (deferred retirement excepted).

<u>Years of Continuous Service</u>	<u>Payoff Rate</u>
0 through 19	50%
20 through 24	75%
25 or more	100%

1. For the purposes of this subsection, "Continuous County Service" shall mean uninterrupted employment with the County of Kern. Authorized leaves of absence shall not be considered as a break in service.
2. The amount payable under this subsection shall be calculated based upon the employee's rate of compensation and years of continuous service at the time of retirement or death.

C. Sick Leave Bonus

Employees shall be eligible to receive an annual cash payment bonus equivalent to twenty-four (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 payroll periods during that calendar year. In lieu of the cash payment bonus, employees may elect to add twenty-four (24) hours to their CTO banks subject to the maximum CTO accumulation specified in this Agreement.

Section 4. Witness Duty

- A. Upon reasonable notice to the appropriate supervisor, all employees shall be entitled to time off without loss of pay when legally subpoenaed to appear as a witness in court, or before any tribunal, in connection with any matter regarding an event or transaction which he/she perceived in the course of his/her duties of County employment.
- B. Such paid time off shall include any actual and necessary travel time from the regular place of employment to the court or hearing place designated in the subpoena and other paid time off relating to witness appearances which the County is required by law to pay.
- C. Unless otherwise specifically provided by minute order of the Board of Supervisors, all employees shall be responsible for demanding and collecting all fees and sums required by law to be paid in connection with such appearances and shall promptly pay over to the County all such amounts, together with any other sums, of whatever nature, received as a result of or in connection with such appearances; provided, however, that if the employee uses his/her own automobile he/she shall be entitled to retain any statutory mileage fees received in connection with such appearance.
- D. In the event an employee is legally subpoenaed to appear as a witness in a matter not related to his/her duties of County employment, the employee should be granted the use of leave time to comply with the subpoena.

Section 5. 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 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 6. 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 1 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 hours 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 or credited 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 VII - 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 this subsection shall equal ninety-eight percent (98%) of the applicable COBRA premium.) New employees may decline coverage under the County's health insurance provided that the employee executes a declaration, in a form acceptable to 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 for the employee and the employee's dependents. New employees who decline coverage may not enroll in the County's health insurance program until the next open enrollment period. New employees who have not declined coverage shall have the option of obtaining County health insurance for the new employee's dependents. In the event that such employees opt 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.
- B. The County will continue to provide an annual open enrollment for employees to change dental plans or enroll eligible dependents.
- C. The County and the Union will continue utilizing the Health Benefits Committee to study and identify ways in which to improve insurance plans and contain costs.
- D. The County will continue to provide medical/dental/vision and prescription drug coverage as described in the Summary Plan Documents maintained by the third party administrators, which may be revised from time to time in accordance with law, including the obligation to meet and confer in good faith and any applicable impasse processes.
- E. Retiree Health Premium Supplement Program
1. The contribution rates for both employees and the County will increase 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). If there is a decrease in the composite rate, the contribution rates will remain unchanged.
 2. 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.
 3. The Premium Supplement Program shall include the following: (a) the minimum qualifying criteria will change to 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 due to a service-connected disability pursuant to the County Employees' Retirement Law of 1937, and who is otherwise eligible, will become eligible for 100% of the available benefit regardless of age. No retroactive benefits shall be paid.

Section 2. Effect of Leave of Absence without Pay on Health/Dental Plans

Employees on approved leaves of absences without pay for maternity, illness or disability shall continue to receive County health benefits, under the same conditions as existed before the leave or that exist under any plan-wide change to those benefits, for a period of six (6) full payroll periods, in addition to the payroll period in which the employee was first placed in a leave without pay ("LWOP") status, providing the employee continues to qualify for LWOP. At the end of the County's obligation stated above, the employee shall have the option of continuing coverage by paying the full payment of premiums at the COBRA rate. Upon return of the employee to paid status, the employee shall be covered by the County's health benefit plans providing the employee otherwise qualified for such coverage.

Section 3. 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 27, 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 27, 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 27, 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 4. Employee Assistance Program

The County agrees to provide mental health services to all employees covered by this MOU through the County's Employee Assistance Program.

Section 5. Deferred Compensation

The purpose of this plan is to extend to employees of the County certain benefits, which ordinarily accrue from participation in a deferred compensation plan. This plan permits employees of the County, as may be designated by the Board of Supervisors, to enter into agreements with the County of Kern which will provide for a deferral of payment of a portion of their current compensation until death, disability, retirement, or termination of employment.

Section 6. Travel Expense

- A. An employee required to travel and use a private vehicle to conduct County business, must receive advanced approval from their department head. Reimbursement for vehicle expense shall be set forth in the applicable Administrative Procedures manual section.
- B. Any employee required to travel on business for the County will receive a 100% advancement of the meal and lodging allowance as set by the County fee payment schedule subject to approval of the Board of Supervisors. If cost is less than the advancement, employee must return the difference to the Auditor-Controller's Office within thirty (30) days. The County shall review this fee payment schedule annually to insure that such payments accurately reflect actual costs encountered by employees.

Section 7. Moving Allowance

- A. Any employee transferred by the appointing authority from one geographical location to another, which entails a household move of over 20 miles, shall receive reasonable time, with pay, to provide for relocation needs. Such time will not exceed five working days. Overtime shall not be paid for relocation. When the move is greater than 20 miles, the employee shall be paid the moving allowance for all substantiated expenses up to \$500 per move.
- B. Moving Allowance benefits as described herein above must be utilized within 12 calendar months of the actual effective date of the transfer. Failure to invoke benefits within the prescribed 12 calendar months will cause forfeiture of said benefits.

Section 8. Flexible Spending Accounts

The County agrees to continue Flexible Spending Accounts as provided by Rule 125 of the Internal Revenue Service rules and to make such FSAs available to all represented employees.

Section 9. Labor Code section 4850 Time:

Employees receiving full salary in lieu of temporary disability payments while on leave pursuant to Labor Code section 4850 ("4850 leave") shall receive (a) one day compensatory time-off (CTO) credit for each County holiday that falls during the employee's 4850 leave, based on the daily number of hours the employee was scheduled to work prior to the 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. No adjustments shall be made for 4850 time taken prior to February 21, 2003. Except as indicted above, County shall continue its practices relating to the computation of 4850 pay.

ARTICLE VIII – Working Conditions

Section 1. Hours

The total hours worked by an employee in any 24-hour period shall not exceed 16 hours except during an emergency, as defined in Article VIII, Section 3 (E) of this MOU, or as necessary to complete a work assignment authorized by a supervisor or superior.

Section 2. Work Week

Regular employees (excluding Detentions Bureau employees) within a specific section, unit, division, or department may work a modified week of less than five (5) days, but not less than forty (40) hours per week, not including hours working on standby pursuant to Article IV, Section 5, subject to the Department Head's discretion. For the purpose of processing payroll, each regular employee's work week will be defined according to Kern County Ordinance Code 3.24.010-L.

Detentions Bureau employees will be subject to a work period of up to 84 hours during a 14-day period, as permitted by 29 USC § 207(k) of the Fair Labor Standards Act. Employees will be paid straight time for up to 84 hours worked during a 14-day work period, and any hours exceeding 84 hours worked will be compensated as overtime hours. For payroll purposes, the 14-day work period shall begin at 7:00 a.m. on the Saturday following the commencement of the County's established pay period and shall end 14 days later.

Section 3. Officer Safety and Staffing Level

- A. The County and the Union agree to cooperate fully in matters of safety, health and sanitation.
- B. The County will provide sufficient staffing, within budgetary limits established by the Board of Supervisors, to maintain a reasonable level of staffing to provide for officer safety as determined by the Department Head.
- C. When the Department Head or designee determines that under staffing exists due to sick leave, vacation, CTO, etc., the supervisor will be granted the authority to call in sufficient staffing. Such policy shall be limited by budgetary constraints as set forth by the Department Head, as approved by the Board of Supervisors.
- D. Volunteers will be utilized first to cover any needed overtime work prior to overtime being scheduled to non-volunteers.
- E. Nothing herein shall prevent the County from making temporary work schedule changes to address bona fide emergencies and/or to satisfy operational needs that may arise during the term of this MOU. An "emergency" is defined as an unanticipated or unforeseen event or occurrence beyond the control of the County or the Sheriff's Office, which requires prompt and immediate law enforcement response to prevent injury or damage to life, person or property. Assignments filled by Temporary Duty (TDY) shall be reviewed each thirty (30) calendar days.

Section 4. Critical Incident

In the event the act of a sworn officer causes the death or serious injury of another person (i.e. officer-involved shooting), the officer's Division Commander shall place the employee on administrative leave with pay for at least 48 hours immediately following the incident.

Section 5. Equipment Safety

- A. The Union will be granted a voting position on the Sheriff's Accident Review Committee.
- B. In order to properly document and rectify the existence of "unsafe" equipment whenever an employee reasonably believes he/she has been assigned a piece of equipment which is unsafe for its intended use, he/she shall immediately report the same to his/her shift supervisor. If a dispute arises as to whether the equipment is safe or not, the employee will submit the question to the Department Safety Committee for determination of the safety issue. However, the Department Head retains the ultimate discretion as to the implementation of any findings.

Section 6. Exposure Testing

In the event an employee may have been subjected to a verifiable exposure to an infectious disease or a hazardous material, the employee may obtain, with prior approval, a medical examination and/or treatment from a medical provider to be determined by the County and paid at the County's expense.

Section 7. Work Area

The County will provide, within budgetary limits established by the Board of Supervisors, adequate room, space, and equipment for employees to perform their duties. Any special equipment required and designated by the County for an employee to perform his/her duties will be furnished by the County subject to budgetary limitations.

Section 8. Emergency Vehicles

The County will continue to grant the Union input into the selection process of Sheriff's Department vehicles, related equipment, and when emergency vehicles should be surveyed.

Section 9. Employee Training

- A. The County supports and is in favor of providing quality training for employees.
- B. During the term of this MOU, the Union may give input to the department concerning training needs.
- C. Mandatory firearms training sessions shall be held at least once a year. Subject to budgetary constraints, optional firearms training shall be offered to employees, in a manner approved by the Sheriff-Coroner.
- D. The County agrees to make a reasonable effort at scheduling mandatory in-service training sessions during an employee's normal working hours, whenever possible.

Section 10. Claims Review Board

When the Claims Review Board is convened, the Union shall be allowed one member on said Board.

Section 11. Seniority

- A. For purposes of applying seniority rights for the transfer and shift bid provisions of this MOU (i.e., Article IX and Article X), seniority shall be defined as follows:
1. *Rank Held.* If equal, Item #2 to be considered.
 2. *Time In Rank.* Computed from the date an employee was officially promoted to that rank in a permanent, allocated, position. Rank is considered as being equal for all Deputy Sheriff classifications, but does not include time as a Deputy Sheriff Trainee. If equal, Item #3 to be considered.
 3. *Time In Service* will be defined as follows: Total length of unbroken employment with the Kern County Sheriff's Office in a full-time Deputy Sheriff classification. Such time starts on the date employed in any full-time Deputy Sheriff classification, including but not limited to non-peace officer Deputy Sheriff Trainee, (i.e., the "Hire Date"). The employment time included is limited to the classifications listed in Article III of this MOU. Work as an extra-help Deputy Sheriff, or any other temporary, part-time Deputy position is not to be included in calculating seniority. The Hire Date is not changed because of unpaid leave (e.g., suspensions and leaves without pay) and unpaid leave is not deducted from the time in service as defined above.
 4. In the event the seniority of two or more employees remain equal after consideration of Items #1-3, the final ranking of the seniority shall be determined by lottery.

Section 12. Deputy Coroner Functions

Deputy Sheriffs, Senior Deputies, and Sheriff's Sergeants will not normally be required to perform Deputy Coroner duties.

Section 13. Class B Driver's License

The County shall provide a certification and medical examination for employees required to obtain a Class B driver's license. The County shall also pay the cost of the license and provide an appropriate vehicle for the Class B examination.

ARTICLE IX – Voluntary Transfers

Section 1. Voluntary Transfer Policy

- A. Intent: The purpose of this section is to establish uniform guidelines and criteria for voluntary personnel transfers within the Sheriff-Coroner department's bureaus, divisions and sections. This policy does not preclude the Sheriff-Coroner from re-assigning personnel based on his/her discretion, as defined in Article II, Section 3 (B) of this MOU.

- B. Except as provided herein, a sworn safety officer may, at any time, request a voluntary transfer, within rank classification, to any division within the Sheriff-Coroner's department.

Such requests shall be made for specific assignments, with the following exceptions:

1. Detentions Bureau, Court Services Division: The Court Services Commander will determine the specific assignment: Transportation, Bailiff, Work Release or Electronic Monitoring Program.
2. Law Enforcement Bureau, Detective Division: The Detective Division Commander will determine the specific assignment, Crimes Against Persons or Crimes Against Property.

Section 2. Voluntary Transfer Criteria

Except as provided herein, voluntary transfers of departmental personnel will be based on the following criteria:

- A. With the exception of hardship cases, the position requested must be vacant.
- B. The degree of ability of the transfer candidate to perform the job functions of the assignment sought.
- C. Hardship based on:
 1. The health and welfare of the employee and the employee's family, or
 2. Special or unusual circumstances.
- D. Seniority (as defined in Article VIII, Section 11).

Section 3. Application of Criteria

- A. If, after applying the above criteria and two or more employees are considered equal, seniority will be the deciding factor.

When an employee is denied a transfer in favor of a less senior employee, the employee may request that he/she be informed of the causes and/or reasoning factors that resulted in the denial. The employee shall submit a request for such information to the appropriate Chief Deputy, in writing, via the chain of command.

- B. Exceptional Assignment Criteria

The criteria listed in Section 2 above shall not apply to the voluntary transfer (or collateral assignment) of departmental personnel into the following assignments:

1. Special Enforcement Division
2. SWAT
3. SERT
4. Field Training Officer
5. Canine Handler
6. Bomb Technician

7. Air Support Unit
8. Contract City Sergeants
9. Rural Crime Investigation Unit
10. Hostage Negotiations
11. Personnel Investigations Division
12. Training Division
13. Volunteer Services Coordinator

The suitability of candidates for these positions shall be determined by a departmental assessment process, which shall evaluate such factors as candidate experience, performance, and training. Seniority shall be given due consideration, but will not be the sole determining factor in such selections.

The administrative personnel responsible for assessing the suitability of personnel seeking voluntary transfer to these positions shall make their recommendation to the Sheriff-Coroner. The final selection of personnel for these assignments shall rest exclusively with the Sheriff-Coroner.

The President of KLEA may only review confidential personnel information if the applicant specifically authorizes said review.

The administrative personnel responsible for assessing the suitability of personnel seeking voluntary transfer to these positions are:

Special Enforcement Division:

Chief Deputy - Law Enforcement Bureau
Commander - Special Enforcement Division
President, Kern Law Enforcement Association

Personnel Investigations Division:

Chief Deputy - Support Services Bureau
Commander - Personnel / Internal Affairs

SWAT:

Chief Deputy - Law Enforcement Bureau
Commander - SWAT
President, Kern Law Enforcement Association

Bomb Technicians:

Chief Deputy - Law Enforcement Bureau
Commander - Detective Division
President, Kern Law Enforcement Association

Canine Handlers & Helicopter Observers:

Chief Deputy - Law Enforcement Bureau
Commander - Metro Patrol Division
President, Kern Law Enforcement Association

Field Training Officers

Chief Deputy - Support Services Bureau
Commander - Training/Volunteer Services Division
President, Kern Law Enforcement Association

SERT:

Chief Deputy - Detentions Bureau
Commander - Court Services Division
President, Kern Law Enforcement Association

The denial of a voluntary transfer to any such position shall not be grounds for an employee grievance, and is expressly excluded from the Grievance and Arbitration Procedure found in Article XII of this MOU.

Section 4. Grounds for Denial

The following nonexclusive factors may be considered as causes for the denial of a transfer request:

A. Employee Performance Reports (EPRs)

Unsatisfactory employee performance during the past twelve (12) months. Any single "improvement needed" or "unsatisfactory" EPR rating may be considered as cause for denial. (Categories #1-22 shall apply to all employees and #1-8 shall apply to supervisory employees.)

NOTE:

In the event an employee's request for transfer is denied due to employee performance as set forth in paragraph A, the employee shall have the right to request and receive a re-evaluation within ninety (90) days. If the employee is successful in improving his/her evaluation to the standard or above-standard level, he/she shall be allowed to resubmit his/her request for transfer for consideration of future vacancies.

B. Leaves of Absence

Projected off-duty status may be grounds for denial of a voluntary transfer request. The projected length of the off-duty status and the need to maintain filled positions will be the primary concern. The appropriate Department Head or designee will make the final determination in those matters related to off-duty status.

C. Internal Affairs Investigations

When an employee requesting a voluntary transfer is currently the subject of an internal investigation, such investigation must be based on allegations of misconduct of the type that, if sustained, would result in the imposition of disciplinary action (such as, but not limited to, suspension, demotion, discharge or transfer), or the voluntary transfer would hamper the investigation, or the voluntary transfer is deemed not to be in the best interests of the department and/or community. In the event the investigation clears the employee of the allegations, the employee shall be allowed to resubmit a voluntary transfer request for current or future vacancies.

D. Physical Limitations

When the employee cannot perform the essential functions of the specific assignment requested, with or without reasonable accommodation in accordance with law.

E. Personal Relationships

Voluntary transfer requests will not be approved where the effect of the transfer would result in: (a) a violation of the County's nepotism policy or (b) a spouse, or other member of immediate family, or boyfriend and girlfriend being placed:

1. On the same shift; or
2. Under the supervision of the other.

In no event will a voluntary transfer be approved where the transfer would result in the decreased performance by the transferee or other personnel already assigned to the work unit to which the transfer is sought.

- F. Needs of the Department
- G. Legal Mandates
- H. When the voluntary transfer request is for a position designated by the department to be a Training Position.

Section 5. Method of Requesting Voluntary Transfers

- A. The employee requesting a voluntary transfer must complete the Kern County Sheriff's Department "Request for Transfer" form. The employee may deliver, mail, fax or electronically submit the request directly to the Sheriff's Office Personnel Division. Upon receipt, the Personnel Division will time-stamp the request and forward a copy back to the submitting employee.
- B. An employee is restricted to having one "Request for Transfer" form on file at any given time. Said form shall identify a maximum of three requested assignments.
- C. The Department will notify the Union at least ten (10) working days in advance of a decision to select a candidate to fill a position vacancy.

Section 6. Duration of Voluntary Transfer Requests

All voluntary transfer requests will be removed from the transfer files as follows:

- A. On June 30 and December 31 of each year;
- B. When the employee withdraws the request for voluntary transfer by submitting a written cancellation notice to his/her immediate supervisor;
- C. When an employee changes assignment as a result of a promotion;
- D. When an employee is transferred to a requested assignment;
- E. When the employee is the subject of a "Special Evaluation" and receives any single "below standard" rating in any category of the Employee Performance Report.

Section 7. Duration of Assignments Resulting from Voluntary Transfers

- A. An employee who has been in a Special Investigation Division assignment for four (4) continuous years MAY be required to accept reassignment to a position outside of the Special Investigation Division. Such re-assignments shall be made in accordance with the voluntary transfer policy as set forth in Article IX of this MOU.
- B. An employee, accepting a requested voluntary transfer or promotional transfer, may be required to remain in the new assignment for at least twelve (12) months.

Section 8. Hardship Transfers.

- A. All requests for voluntary transfer based on hardship conditions will require documentation. Hardship transfers will not be given for problems common to most employees. The Sheriff-Coroner will make the final determination for those transfer requests based on hardship conditions.
- B. When a hardship transfer is requested, the employee shall, on the reverse side of the "Request for Transfer" form or otherwise, include a full explanation of the problem causing the hardship and specify how the position being requested would alleviate the problem.
- C. In those instances, where the hardship is requested due to the health of the employee or a member of the employee's family, a physician's statement shall be attached to the completed "Request for Transfer" form. The physician's statement must detail how the hardship transfer will benefit the employee and explain why it is necessary for employee to leave the assigned location, the physician's statement must also indicate the expected duration of the particular health problem.

Section 9. No Requests on File

In those cases, where a position is vacant and a request for that vacancy has not been received by the department, that vacancy will be announced throughout the department. Qualified personnel will have ten (10) calendar days from that announcement in which to submit a voluntary transfer request for the vacant position.

Section 10. Promotional Transfer Requests

Employees who are successful in completing a promotional examination process may submit a voluntary transfer request for a desired assignment prior to promotion.

Section 11. Temporary Re-Assignments

In cases such as terminations, transfers, deaths, etc., the Sheriff-Coroner may temporarily assign an employee to fill a vacancy until the voluntary transfer policy criteria can be met. Such vacancies shall be filled within a reasonable time, given the circumstances.

Section 12. Re-Assignment After Temporary Leaves of Absence

When an employee returns to duty from an approved leave of absence, he/she shall be re-assigned dependent upon existing job openings and such assignment, whenever possible, shall be made in accordance with the voluntary transfer policy.

Section 13. Union President and Vice President

The Union President and Vice President shall not be transferred from a work assignment (location) for arbitrary or capricious reasons during their terms of office, wherein such transfer would render their roles as officers of the Union to be ineffective, or cause them unreasonable commuting time.

ARTICLE X – Shift Bids/Schedules

Section 1. Shift Bids

- A. The Sheriff-Coroner shall continue the practice of holding shift bids for the establishment of the work schedules for Deputy Sheriffs, Senior Deputy Sheriffs and Sergeants assigned to Patrol, Lerdo Pre-trial Facility, Lerdo Max/Medium facility, or the Central Receiving Facility and the following policy and procedure will apply:

1. Bidding Time

The bidding for shifts shall take place sometime during the term of this MOU at a time designated by the Sheriff-Coroner.

2. Selection of Shifts

Personnel may bid for their shifts and days off based on seniority, as defined in Article VIII, Section 11.

3. Exceptions

The Sheriff-Coroner reserves the right to make exceptions and assign shifts in the following circumstances:

- a. To provide for emergency situations, which might arise.
- b. To correct an obvious imbalance in the experience level of personnel assigned to any given shift.
- c. To provide for retraining or appropriate supervision of personnel whose job performance is substandard or unsatisfactory.
- d. To compensate for temporary vacancies due to injuries, illness, or leaves of absences.
- e. Administrative reassignments made under exemption Sections b) and d) above, shall not be made in a capricious manner.
- f. Personnel transferred into one of the divisions covered by this section in the middle of a shift bid period shall be assigned at the discretion of the Sheriff-Coroner, and would not be able to invoke seniority rights until the next shift bid period.
- g. The following assignments are protected, in that employees in such assignments shall be selected by the Facility Managers for a designated period not to exceed three (3) years:

- i. Two (2) Central Receiving Facility Utility Officers
- ii. Two (2) Central Receiving Facility Court Officers
- iii. One (1) Central Receiving Administrative Sergeant

B. Shift Bids All Other Divisions

Employees assigned to all other divisions shall be afforded an opportunity to request assignment to any shift vacancy within the work unit. This request should be in writing and directed to their division commander or their substation commander.

Such requests shall be given due consideration for an employee's time in rank.

The Sheriff-Coroner reserves the right to make exceptions and assign such shifts in the following circumstances:

1. To provide for emergency situations, which might arise.
2. To correct an obvious imbalance in the experience level of personnel assigned to any given shift.
3. To provide for retraining or appropriate supervision of personnel whose job performance is substandard or unsatisfactory.
4. To compensate for temporary vacancies due to injuries, illness or leaves of absence.

C. Transfers

1. Personnel transferred into any division where shift bidding is utilized, following the establishment of the bid-list will be assigned to a vacant slot.
2. Said personnel will bid a shift at the next bid cycle.
3. Employees on light duty assignments and extended medical leave (more than 90 calendar days) who are not expected to return to work before the new bid will not be allowed to bid for that bid cycle. In such cases, employees must provide a written doctor's prognosis indicating a probable return to work date that is prior to the start of the new bid cycle. Employees on military leave/deployment are not precluded from bidding if they expect to return to work prior to the start of the new bid cycle.

Section 2. Scheduling of Paid Leave

A. Requests for vacation time off, compensatory time off (CTO) or holiday time off shall be determined in the following work units separately:

1. Individual shifts in the Lerdo Pre-Trial Facility, Lerdo Max/Med Facility, Lerdo Minimum Facility and Patrol Divisions.
2. Individual work details in the Detective and Internal Affairs Divisions.

3. Each substation.
4. Civil Division.
5. Communications Center.
6. Courts and Transportation.

B. Vacation Time Off

Vacation schedules in excess of five (5) working days shall be submitted and approved by February 1 of each year for those employees who remain within the separate work units outlined in Subsection A. If two or more employees request the same days off, such requests will be granted to the employee(s) having the greater seniority. (Seniority as defined in Article VIII, Section 11.)

This subsection shall not preclude a supervisor from approving a vacation request submitted after February 1, should it be determined that such a request, if granted, would not conflict with minimum staffing levels.

In the event an employee submits a vacation request after February 1, he/she has no right to bump another employee's vacation schedule.

C. Compensatory-Holiday Time Off

1. Requests for CTO or holiday time-off may not be made more than ninety (90) days in advance, except when CTO or holiday time-off are being included with a vacation request for a total time of five (5) days or more.
2. Requests for CTO or holiday time-off, if approved, shall be granted on a "first come first serve basis."
3. In the event two (2) or more employees submit requests for CTO or holiday time-off on the same date and such requests are for the same day(s) off, and it has been determined that all such requests cannot be approved in order to maintain minimum staffing levels, as determined by the Sheriff-Coroner, those requests approved shall be granted to those employees possessing the greater seniority, (seniority defined in Article VIII, Section 11).
4. The above subsections are not intended to interfere with the maintenance of minimum staffing levels as determined by the Sheriff-Coroner.

Section 3. Shift Trades

- A. The Sheriff-Coroner may grant the request for any two members of a work unit to exchange tours of duty or "duty off", provided that the two employees are equally qualified and of equal rank and that such a trade will not disrupt normal operations. Such trade is contingent upon the approval of the employees' supervisors.
- B. Under no circumstances will said shift trades be allowed to result in additional compensation including, but not necessarily limited to, overtime pay, holiday pay, special assignment premiums, availability pay, or working out of classification pay.

ARTICLE XI

Recovery of Overpayments or Correction of Underpayment of Wages or Employee Benefits:

- A. If, as a result of an administrative error, any employee of the County receives payment of monies or receives benefits in excess of that legally due, the employee can elect, solely in their discretion, to use one or more of the following methods to reimburse the County by signing a "Request for Correction of Payroll Error" at the departmental level:
1. Repayment in cash, net of taxes, in full or by a fixed installment plan agreed to by the employee and the Auditor-Controller-County Clerk after the employee is provided documentation of the error, notice, and the opportunity to object;
 2. Repayment in full, deducted from the next payroll warrant issued to the employee after the employee is provided documentation of the error, notice, and the opportunity to object. This option will only be used by the Auditor-Controller-County Clerk, with due consideration of the amount to be deducted and the amount of disposable earnings available to the employee;
 3. Repayment by the reduction of accumulated vacation hours and/or compensatory time off hours by the number of hours calculated to produce a dollar amount, net of taxes, to repay the County after the employee is provided documentation of the error, notice, and the opportunity to object;
 4. Repayment by fixed installment deductions from sequential payroll warrants after the employee is provided documentation of the error, notice, and the opportunity to object. The number and amount of installments will be determined by the Auditor-Controller-County Clerk, with due consideration of the amount of the overpayment and the amount of disposable earnings available to the employee; or
 5. Any combination of the above as found mutually agreeable to the employee and the Auditor-Controller-County Clerk.
- B. If, as a result of an administrative error, any employee of the County receives payment of monies or benefits less than that legally due, the County will reimburse the employee by one or more of the following methods:
1. An employee who is underpaid on a payroll warrant will receive a corrected payment in the next available payroll cycle; or
 2. In the event an employee is underpaid a substantial portion of monies or benefits legally due on a payroll warrant, the Auditor-Controller-County Clerk may issue a salary advance.

ARTICLE XII – Grievance and Arbitration Procedure

Objectives

To informally settle disagreements at the employee-supervisor level;

To provide an orderly procedure to handle the grievance through each level of supervision;

To correct, if possible, the cause of the grievance to prevent future complaints;

To promote harmonious relations among employees, their supervisors, and departmental administrators;

To assure fair and equitable treatment of all employees;

To resolve grievances at the departmental level before appeal to higher levels.

Definitions

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

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

Days: calendar day, exclusive of Saturday, Sunday, and legal holidays.

Grievant: the employee and/or the Union when filing a grievance pursuant to this MOU.

Employee: any employee in the classified service of the County of Kern 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 and/or the Union.

Department Head/Appointing Authority: the officer or employee having charge of the administration of a department of Kern County government.

Exclusions

1. Work assignments, unless the complaint arises out of an allegation that the employee was required to work out-of-classification in violation of that provided by Kern County Ordinance Code, 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 classification.
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 (20) days from date of occurrence, or after twenty (20) days from the date the employee and/or Union had knowledge of an occurrence (but in no case later than one (1) year from date of occurrence).
8. Grievances based upon operation of Article IX, Section 3, subsection B. of this MOU.

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, which submits the grievance to the next level of review within the time limits specified. Failure of the grievant 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.

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. The grievant 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.
5. Only a person selected by the grievant as a representative of the 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, involving an alleged violation of the same Article, Code, or other related rule, regulation, concerning the same subject matter, may be consolidated.
8. Confidential Communication. Any communication between a member of the Union and any recognized Union representative regarding a potential or actual employee grievance will be defined as confidential.
9. The Union may file a grievance directly at Step 2 (Department Head level), and shall be bound by the time limitations and procedures set forth in the grievance procedure.

Informal Grievance Disposition

Within twenty (20) days from the occurrence of the incident on which a complaint is based, 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), the employee will 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 verbally discuss the complaint with the next higher level of supervision, provided notification is given the immediate supervisor by the employee. 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, within five (5) days utilize the formal grievance procedure.

Formal Grievance Procedure

Step 1. The formal grievance procedure shall be initiated by the grievant within ten (10) days following disposition of the informal grievance. The formal grievance shall be in writing on the designated grievance form and state the nature of the grievance, the alleged violation by section or number, and the desired resolution. Any supporting documents shall be attached to the grievance form. Grievance forms are available in the department for this purpose.

The grievance form and any supporting documents shall be delivered to the supervisor with whom the informal meeting was held. The supervisor shall hold a formal meeting with the grievant 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 grievant feels the immediate supervisor has not resolved the grievance, the grievant 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 within the appeal. 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 grievant and the grievant's representative, if requested by the grievant, within ten (10) days from receipt of the grievant's appeal, and attempt to settle the grievance.

The department head shall issue a written decision on the original grievance form to the grievant within ten (10) days from the close of the formal meeting.

Step 3. If the grievant is not satisfied with the decision of the department head, the grievant may appeal the decision to the Chief Human Resources Officer (CHRO) within five (5) days from receipt of the department head's decision. In the grievant's appeal to the CHRO, 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 designee will review the original grievance, all supporting documents, the department head's response, and the remedy requested. Within ten (10) days from receipt of the grievant's appeal, the CHRO or designee shall hold a formal meeting with the grievant and the grievant's representative, if requested by the grievant, and attempt to settle the grievance. The CHRO or designee shall issue a written decision within ten (10) days from the close of the formal meeting.

Advisory Arbitration

If the grievant is not satisfied with the decision of the CHRO or his/her designee, the grievant may submit the grievance to advisory arbitration by written request to the CHRO within twenty (20) days following receipt of the decision.

If the grievance is submitted to advisory arbitration, the grievant, or his/her representative, and the CHRO shall, within five (5) days of receipt of the grievant's request for advisory arbitration, 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 either 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 hearing will be informal and private. The arbitration hearing need not be conducted in accordance with the technical 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(s) submitted.

The arbitrator's decision will be advisory, subject to 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 witness fees, transcriptions and attorney's fees.

The arbitrator shall be requested to submit his/her decision within thirty (30) days from the close of the hearing.

The remainder of this page is intentionally left blank.

ARTICLE XIII – Severability

- A. Should any provision of this MOU be found to be in violation of any Federal or State law or Merit System Rule by a court of competent jurisdiction, all other provisions of the MOU shall remain in full force and effect for the duration of the MOU.
- 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.

ARTICLE XIV – Effective Date and Duration


Section 1. - Effective Date and Duration of MOU

- A. Upon approval of this MOU by the Board of Supervisors, it shall supersede and nullify all previous MOUs and it shall be binding upon both parties in accordance with Article 14, Section II, of the Employer-Employee Relations Resolution.
- B. This MOU shall expire on June 30, 2020.

Section 2. - Signatures

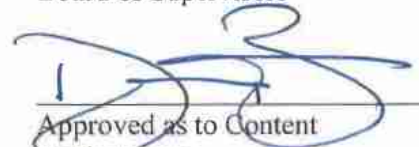
This MOU entered into and signed this 17th day of September 2019:


FOR KERN LAW ENFORCEMENT ASSOCIATION:



Richard Anderson, President
KLEA

FOR THE COUNTY OF KERN:


David Couch, Chairman
Board of Supervisors


Approved as to Content
Devin Brown
Chief Human Resources Officer


Approved as to Form
Kelli M. King
Deputy County Counsel


Brian Wheeler
Undersheriff

Attachment A – Biweekly Salary Schedule

<u>Item No.</u>	<u>Classification Title</u>	<u>Range No.</u>	<u>A Step</u>	<u>B Step</u>	<u>C Step</u>	<u>D Step</u>	<u>E Step</u>
4493	Deputy Sheriff	62.6	\$2,269.60	\$2,385.67	\$2,507.68	\$2,635.92	\$2,770.72
4492	Deputy Sheriff – C	63.6	\$2,385.67	\$2,507.68	\$2,635.92	\$2,770.72	\$2,912.41
4491	Deputy Sheriff – CA	65.0	\$2,558.21	\$2,689.03	\$2,826.55	\$2,971.10	\$3,123.04
4484	Senior Deputy Sheriff	65.5	\$2,622.81	\$2,756.94	\$2,897.93	\$3,046.12	\$3,201.90
4483	Senior Deputy Sheriff – C	66.5	\$2,756.94	\$2,897.93	\$3,046.12	\$3,201.90	\$3,365.64
4482	Senior Deputy Sheriff – CA	67.9	\$2,956.32	\$3,107.51	\$3,266.42	\$3,433.46	\$3,609.06
4467	Sheriff's Sergeant – C	69.1	\$3,138.66	\$3,299.16	\$3,467.88	\$3,645.25	\$3,831.67
4466	Sheriff's Sergeant – CA	70.5	\$3,365.64	\$3,537.76	\$3,718.71	\$3,908.88	\$4,108.74
4426	District Attorney's Investigator	66.0	\$2,689.03	\$2,826.55	\$2,971.10	\$3,123.04	\$3,282.75
4425	District Attorney's Investigator – C	67.0	\$2,826.55	\$2,971.10	\$3,123.04	\$3,282.75	\$3,450.63
4424	District Attorney's Investigator – CA	68.4	\$3,030.97	\$3,185.97	\$3,348.90	\$3,520.16	\$3,700.21
4422	Senior District Attorney's Investigator – C	69.2	\$3,154.35	\$3,315.66	\$3,485.22	\$3,663.48	\$3,850.83
4421	Senior District Attorney's Investigator – CA	70.6	\$3,382.47	\$3,555.45	\$3,737.30	\$3,928.42	\$4,129.32