

# **MEMORANDUM OF UNDERSTANDING**

**MARCH 28, 2015 THROUGH AUGUST 27, 2017**

**COUNTY OF KERN**

**AND**

**SERVICE EMPLOYEES INTERNATIONAL  
UNION LOCAL 521**

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## PREAMBLE

This Memorandum of Understanding, hereinafter referred to as "MOU", entered into by the County of Kern, hereinafter referred to as the "COUNTY", and Service Employees International Union Local 521 hereinafter referred to as "SEIU" or "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 and recommended for approval, and implementation in accordance with its terms, to County's Board of Supervisors.

ARTICLE I - RECOGNITIONSection 1. Full Understanding, Modifications, Waiver

- A. This MOU sets forth the full and entire understanding of the parties regarding the specific matters set forth herein and any other prior or existing oral or written understandings or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.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 MOU.
- C. No agreement, alteration, understanding, variation, waiver, or modification of any terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing by the parties hereto, and if requested, approved by the County's Board of Supervisors.
- D. Waiver of any violation of this MOU, or failure to enforce any of its terms shall not constitute a waiver of the right to future enforcement of any of its terms.
- E. Notwithstanding subsection B above, the parties agree to meet and confer on proposed changes to the County's disciplinary rules, policies, and procedures within 90 days from the date of this agreement, including language regarding the County's procedure on progressive discipline. Both parties will have the right to propose changes.

Section 2. Union Recognition

The County recognizes SEIU as the employee organization certified by the Board of Supervisors pursuant to the Employer-Employee Relations Resolution (EERR) and the Meyers-Milias-Brown Act, and any amendments thereto. The terms and conditions of this MOU apply to the classifications within the bargaining units as specified by unit number in the County Salary Ordinance. The bargaining units are:

- 1. Supervisory
- 2. Professional
- 3. Technical Services
- 4. Clerical
- 5. Administration
- 6. Trades/Crafts/Labor

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

Section 3. Authorized Agents

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

- A. County's principal authorized agent shall be the Employee Relations Officer, or his or her duly authorized representative (Address: Kern County Human Resources Division, 1115 Truxtun Avenue, First Floor, Bakersfield, California 93301; Telephone 868-3480), except where a particular County 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 Chief Elected Officer of SEIU, Local 521 or its duly authorized representative (Address: 1001 17th Street, Suite A, Bakersfield, California 93301; Telephone: 321-4160).

## ARTICLE II - GENERAL PROVISIONS

### Section 1. Health/Safety

- A. The County will provide safe and sanitary working conditions and equipment in compliance with and to the extent required by applicable federal, state and local statutes, regulations and ordinances. The County will maintain a Safety Committee, which will include a representative from the Union.
- B. County shall endeavor to provide reasonable security for employees entering and exiting the Human Services Department Building aka the *O.C. Sills' Building* and Kern Medical Center.

### Section 2. Employee Suggestion Program

The Employee Suggestion Program for County employees shall remain in effect during the term of this MOU.

### Section 3. Service Awards

The County agrees to continue the Service Award Program. The program will provide awards for current employees who achieve 10 years, 20 years, 25 years, 30 years, and 35 years of service. The program will allow employees an opportunity to choose from a variety of awards selected from a list provided by the County. The average cost of the levels of awards will be no more than listed, below. Those average costs are: 10 years - \$37.50; 20 years - \$60.85; 25 years - \$127.25; 30 years - \$156.45; 35 years - \$198.76.

### Section 4. Payroll Deduction

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

### Section 5. Representational Fee

- A. Scope - Each Employee hired into Bargaining Units 2-6 shall, either (1) become a member of the Union to the extent of rendering periodic dues uniformly required for membership, or (2) pay to the Union a biweekly representational fee. Such representational fee shall be an amount uniformly established by the Union's Board of Directors, but in no event shall such representational fee exceed 80% of the amount that a Union member of the same salary level would pay in dues.
- B. Indemnification - The Union shall indemnify the County and hold it harmless against any and all suits, claims, demands or other liabilities, including the County's reasonable attorney fees, that may arise out of or by reason of any action taken by the County for purposes of complying with this Section.
- C. Authority - This Section was implemented in accordance with Government Code Section 3502.5 and the Union agrees to adhere to all statutory and judicial requirements relating to Representational Fee Agreements. Specifically:
  - 1. The Union agrees to keep an adequate itemized record of its financial transactions and shall make a financial statement, in the form of a balance sheet and an operating statement certified as to accuracy by the Union's Board of Directors and a Certified Public Accountant licensed in the State of California, available annually (within sixty (60) days after the end of its Fiscal Year) to the County.
  - 2. The Union further agrees to hold any disputed fees in their entirety in an escrow account to be maintained at the Kern Federal Credit Union, 1717 Truxtun Avenue, Bakersfield, California, pending resolution of the dispute pursuant to the Complaint Procedure outlined below.
- D. Complaint Procedure
  - 1. This complaint procedure shall be utilized solely to resolve disputes arising out of the deduction of a representational fee by the County, pursuant to this negotiated MOU:
    - a. Issues subject to this complaint procedure shall be limited to the following:
      - i. That a portion of the representational fee deduction is being utilized for non-representational activities.



- ii. That the non-member is a member of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting public employee unions.
      - 1. In the event that it is determined, pursuant to this procedure, that such non-member is a member of such religion, body or sect, they may, in the alternative, designate a charitable fund from the list of United Way charities.
      - 2. The County agrees to deduct and to remit fees so designated to the United Way.
- 2. Any non-member who objects to the deduction of the Representational Fee by the Union shall file a written complaint with the Union. The complaint shall specify the reason(s) for the objection to the deduction. The complaint must clearly state the basis for the objection.
  - a. Any employee who objects to the deduction of the Representational Fee shall forward their written complaint to the Union within thirty (30) calendar days after the fee is initially deducted.
  - b. Upon receipt of the written complaint, the Union shall place the entire amount of the disputed deduction into an escrow account pending resolution of the dispute and shall request a list of five (5) Arbitrators from the State Mediation and Conciliation Service (SMCS).
- 3. Selection of the Arbitrator - The Arbitrator shall be selected by the alternate striking of the names provided by SMCS.
- 4. Date for Hearing - The Union shall notify SMCS of the selected Arbitrator within five (5) calendar days of the selection. Upon confirmation by the Arbitrator, the Union will, forthwith, notify the complainant of the date, time and location of the complaint hearing.
- 5. Payment of Costs - The Arbitrator will be directed to specifically determine which party has prevailed. In the event the Union prevails in said arbitration, the cost of the arbitration shall be shared equally between the Union and the complainant. Should the complainant prevail, the Union shall pay the entire cost of the arbitration.
- 6. Effect of the Arbitrator's Decision- The decisions of the Arbitrator shall be final and binding. Upon receipt of the Arbitrator's decision, fees being held in escrow shall be disbursed by the Union in accordance with said decision. In the event that the Union Prevails, the County shall continue to deduct the representational Fees and remit same to the Union as determined by the Arbitrator.

Section 6. Direct Deposit

The County requires all employees to receive their pay and qualified expense reimbursements via direct deposit.

Section 7. MOU Copies

The County agrees to provide each new employee with a copy of the MOU.

Section 8. Successor MOU Negotiations

The parties agree that successor MOU negotiations shall commence no later than July 1, 2017. The County will complete an equity study prior to the commencement of successor MOU negotiations.

Section 9. Contracted Services

- A. The County shall meet and confer with the Union prior to contracting out for services where represented employees in bargaining units 1-6 currently provide those services, provided the County is required by law to do so.
- B. The County and SEIU agree that the County is permitted to contract out the remote maintenance, landscaping, and custodial services at (1) the Lost Hills Paramount/Wonderful Park and (2) the buildings and facilities in North Kern.
- C. SEIU shall withdraw with prejudice the unfair practice charge filed in Public Employment Relations Board (PERB) Case No. LA-CE-962-M and request that PERB dismiss the complaint.

ARTICLE III - RIGHTS OF PARTIES

Section 1. Strikes and Lockouts:

- A. During the term of this MOU, County agrees that it will not lock out employees, and the Union agrees that it will not engage in, encourage, or approve any strike, slowdown, or other work stoppage growing out of any dispute relating to the terms of the MOU. The Union will take whatever possible lawful steps necessary to prevent any interruption of work in violation of this MOU. Furthermore, Union and County recognize that the grievance and arbitration procedures contained in Article VIII shall be used to resolve any and all controversies in any way arising out of, or concerning, any language in the MOU.

Section 2. Bulletin Boards and County Mail System

- A. The County agrees that the Union may provide a standard bulletin board (not to exceed 24" x 36") for placement adjacent to existing County bulletin boards. Posting of notices is governed by the EERR provisions. Shop stewards may post Union communications dealing with official Union business on County-approved bulletin boards. A copy of each communication shall be filed with the Kern County Human Resources Division and the affected department head(s). The Union agrees not to post any notices that concern job actions or the political activities of the Union on any County-approved bulletin board.
- B. The County reserves the right to remove any bulletin board notice that does not conform to the above standards. The Union will be given immediate notice of any material that is removed, and the County agrees, if requested by the Union, to meet and discuss this removal as soon as it is mutually convenient.
- C. The County and Union further agree that the Union may continue to use the County mail and e-mail system for official union business in accordance with County rules relating to the use of County mail and e-mail. The County mail and e-mail systems will not be used for any communications dealing with job actions or political activities of the Union.
- D. Failure to adhere to the use of the County's mail and e-mail system in the above manner will result in its revocation as a privilege extended to the Union by the County.

Section 3. Claims Review

Employees who lose or damage their personal property in the course of their County employment may process a claim for reimbursement in accordance with the County claim review process as provided in Section 318 of the Kern County Administrative Policy and Procedures Manual.

Section 4. Discrimination

The County agrees not to discriminate against any employee for his/her activity on behalf of, or membership in, the Union, as stated in the EERR. Both parties shall comply with all applicable federal and state laws prohibiting discrimination against any employee on the basis of race, color, creed, religion, age, sex, marital status, physical disability or the employee's inclusion in a legally protected class.

Section 5. Personnel Files

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

Section 6. Shop Stewards

- A. The County agrees to allow authorized shop stewards to assist and represent employees in the grievance process. The County further agrees to recognize and deal with authorized union representatives in all matters related to this MOU.
- B. The number of shop stewards shall be determined as a function of a ratio of one shop steward for every 50 covered employees with each department, except that the Department of Animal Services shall have three shop stewards, and the Roads Department shall have four shop stewards. The number of shop stewards for Kern Medical Center and the Department of Human Services shall be no more than 15. Additional shop stewards may be added upon approval of the affected department head and the Kern County Human Resources Division.



- C. SEIU shall provide the Kern County Human Resources Division with a list of shop stewards on the first business day following February 1 of each year.
- D. The Union agrees that whenever investigation or processing of a formal grievance is transacted during working hours, the amount of time will be limited to only that which is necessary to bring about prompt disposition of the issue. Shop stewards desiring to leave their work locations to conduct Union business shall first obtain permission from their supervisor and inform them of the purpose for leaving work and expected return time. Permission to leave will be granted unless the absence would cause an undue interruption of work. In this event, release from work shall be made as soon as practicable.
- E. Prior to entering a work location, to conduct a grievance investigation or to process a grievance, the shop steward shall inform the supervisor of his/her presence. The affected employee will be released to meet with the shop steward unless leaving the job would cause an undue work interruption, in which case the employee will be released as soon as practicable thereafter.
- F. The shop steward shall perform aforementioned duties without loss of pay or other benefits.
- G. The Union's representatives (staff personnel) may intercede and replace the shop steward in a grievance investigation and processing at any time by notice to the department head or his/her representative.

Section 7. Release Time

- A. Up to four employees may be designated as members of SEIU Local 521's Executive Board and granted a reasonable use of County time to perform their union duties. Time off will be granted unless the operational needs of the department prevent the absence of the employee.
- B. A maximum of six employees may be designated as members of the SEIU Local 521 Advisory Board and granted a reasonable use of County time, up to a maximum of four workdays per calendar year, to attend Advisory Board meetings. Time off will be granted unless the operational needs of the department prevent the absence of the employee.
- C. Shop stewards may be allowed reasonable use of County time to attend official SEIU meetings and functions, if the meetings occur during their normal work hours. Time will be granted unless the operational needs of the department prevent the absence of the employee.
- D. 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, for other meet and confer sessions, and for other formal meetings regarding matters within the scope of representation. Four months prior to the expiration of the current MOU, members of the meet and confer team may be allowed reasonable release time for preparation with appropriate notice to supervisors.

Section 8. Employee Addresses

It is recognized that the Union has a need to communicate with its dues-paying members in a timely and efficient manner, in order to alert new County employees of their right to belong to a union. It is further recognized that such opportunity for communication may enhance employer-employee relations. Therefore, it is agreed:

- A. Monthly, if not prohibited by urgency of County business, the County will provide the Union with the change of addresses of its dues-paying members and new employees of the County.
- B. The cost to the County of providing such addresses shall be borne by the Union through monthly billing.
- C. If the Union receives the addresses of a non-dues-paying member (other than new employees), it agrees not to use it for any purpose, including union business.
- D. Should any disputes arise regarding the application of this Section, they shall be discussed and resolved between the Union and the Kern County Human Resources Division.

Section 9. Work Schedules

- A. Upon 30 days' written notice, an employee on a 9/80 or flexible work schedule may be required by the department head to return to a regular work schedule. The County agrees it must meet and confer on the impact of this decision provided that the specific impacts are identified in writing in any request to meet and confer from SEIU prior to the conclusion of the 30-day notice period.

- B. The parties agree that the proposed schedule changes for the Department of Public Health Services can move forward 30 days from the execution of this MOU or completion of the scheduled mediation, whichever date occurs first, and that the department will consider any particular impact identified by SEIU prior to implementation of the new schedule.

ARTICLE IV - PAID LEAVE

Section 1. Jury Duty\Witness Appearances

- A. Upon reasonable notice to their department head, all employees shall be entitled to time off without loss of pay to serve on a jury or 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 or she perceived in the course of his or 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 jury summons or 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 directive of the subpoena.

Section 2. Sick Leave

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

<u>Years of Continuous Service</u>	<u>Biweekly Accrual</u>	<u>Days/Year</u>
0 through 5	2.66667 hrs.	8.67
6 or more	3.69231 hrs.	12

- B. Unused sick leave may be accumulated up to a maximum of 1152 hours.
- C. Sick Leave Payoff Schedule - Each employee covered by this MOU will be paid upon death or active retirement (deferred retirement excepted) for unused sick leave as follows:

<u>Years of Continuous County 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.
- D. Employees shall not be downgraded on their Employee Performance Reports for being absent pursuant to a leave governed by the provisions of Section 118 of the Kern County Administrative Policy and Procedures Manual.
- E. Employees whose units of work are equal to 80 regular working hours per pay period ("Full-time Employees") shall be eligible to receive a cash bonus of 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 for Full-time

Employees) and have used ten (10) hours or less of sick leave during the previous payroll periods during that calendar year.

Employees whose units of work are less than 80 regular working hours per pay period ("Part-time Employees") shall be eligible to receive a prorated cash bonus at their regular rate of pay, determined using the proportion of their units of work to that of a Full-time Employee (80 hours), if on the pay day immediately preceding Christmas they have accrued the maximum amount of unused sick leave (proportionate to the maximum amount for Full-time Employees) and have used ten (10) hours or less of sick leave during the previous payroll periods during that calendar year. The maximum sick leave accrual for part-time employees shall be proportionate to the maximum accrual for full-time employees, based on the number of regular hours worked per pay period by the part-time employee.

- F. Bereavement Leave - Employees covered by this MOU shall be eligible for up to three days of paid bereavement leave in the case of the death or funeral of a family member, as defined by Kern County Policy and Administrative Procedures Manual section 118.2 (d). This leave may not be accrued, and shall have no cash value if unused by the employee.

Section 3. Pregnancy and Maternity Leaves

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

Section 4. Vacation

- A. The vacation entitlement for regular full-time employees covered by this MOU is:
  - 1. Twelve days (96 hours) vacation after one (1) year of continuous service. Maximum vacation accrual will be 312 hours.
  - 2. Seventeen days (136 hours) vacation after five (5) years of continuous service. (New accrual rate begins at start of 5th year of service). Maximum vacation accrual will be 432 hours.
  - 3. Twenty-two days (176 hours) vacation after ten (10) years of continuous service. (New accrual rate begins at start of tenth year of service). Maximum vacation accrual will be 552 hours.
  - 4. Twenty-seven days (216 hours) vacation after fifteen (15) years of continuous service. (New accrual rate begins at start of fifteenth year service). Maximum vacation accrual will be 672 hours.
  - 5. For the purposes of this subsection, "continuous service" shall mean uninterrupted employment with the County of Kern. Authorized leaves of absence shall not be considered as a break in service.
- B. Regular permanent part-time employees' vacation entitlement is prorated on the same yearly basis.
- C. The annual vacation scheduling policies of County departments shall remain in effect during the term of this MOU. However, where needed, each department's scheduling policy shall be amended to allow an employee to submit a vacation request with as little as two weeks' notice. Further, each department shall allow an employee to request a vacation day (maximum three (3) times per calendar year) with as little as 24 hours' notice.
- 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 the 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.
- E. Employees shall not be downgraded on the Employee Performance Report for the use of authorized vacation.
- F. Financial Hardship- If an employee incurs a serious financial hardship, the employee may request in writing to their department head to cash-out all or any portion of the employee's accrued vacation. Upon receipt of a request, the department head shall approve or deny the employee's request within seven (7) days. If approved by the department head, a Claim for Payment will be submitted by the department to the Auditor-Controller/County Clerk.

Any disputes arising from a denial of any claim for payment will be resolved by application of the Grievance and Arbitration Procedure.

For the purposes of this section, "serious financial hardship" must involve either (1) a family illness or death, (2) the inability to meet transportation and housing needs, or (3) the loss of employment by the employee's spouse, domestic partner or head of household.

Section 5. Holidays

- A. During the term of this MOU, the following holiday schedule shall apply to County employees and as otherwise provided below:

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

1. Regular part-time employees shall have their holidays governed by Section 123.6 of the Kern County Policy and Administrative Procedures Manual.
2. Holidays, which fall on Saturday, shall be observed on the previous Friday. Holidays which fall on Sunday shall be observed on the following Monday.
3. In a year in which Christmas and New Year's Day fall on a Saturday and are observed on Friday, Christmas Eve and New Year's Eve day holidays shall be observed on the preceding Thursday.
4. In a year in which Christmas Eve and New Year's Eve fall on a Saturday or Sunday, the holidays shall be observed on the preceding Friday.
5. The actual holiday shall be defined as the day of the week on which the holiday falls.
6. A designated holiday shall be the day observed in lieu of the actual holiday.
7. Employees regularly scheduled to work on an actual or designated holiday shall receive their regular pay. In addition, such employees shall be entitled to holiday compensation if they actually work on the actual or designated holiday.
8. In no event shall an employee receive holiday compensation for both the actual and designated holiday.
9. If the policy of the employee's department is to pay cash for overtime, the employee's holiday compensation shall be in the form of cash. If the policy of the employee's department is to compensate the employee with compensatory time off (CTO) for overtime, the employee's holiday compensation shall be in the form of CTO. Holiday compensation paid in the form of cash shall be paid at the rate of one and one-half times the employee's regular rate of pay for each hour worked including, but not limited to, hours worked in excess of eight hours. Holiday compensation paid in the form of CTO shall equal one and one-half hours credit for each hour worked including, but not limited to, hours worked in excess of eight hours. Holiday pay and overtime pay shall not be paid for the same hours worked.
10. Employees who are not regularly scheduled to work on either the actual or designated holiday shall receive eight hours straight time CTO credit. In addition, if such an employee is called to work, such employee shall be compensated in accordance with Chapter 3.24 of the Kern County Ordinance Code.

Section 6. Vacation Donation Plan for Catastrophic Conditions

- A. Catastrophic leave benefits have been established for County employees governed by this MOU who have exhausted all accumulated vacation, sick leave and compensatory time off (CTO). The purpose of those benefits is to provide a portion or all of an employee's pay during the time the employee would otherwise be on medical leave of absence without pay pursuant to the Kern County Civil Service Rules. Catastrophic leave benefits are contingent on the receipt of donated vacation time in the manner described below.



- B. Catastrophic leave shall conform to the rules for leave of absence without pay set forth in the Kern County Civil Service Rules except that, during that portion of the leave of absence, which is also a catastrophic leave, the employee will be paid. Although employees on catastrophic leave will receive catastrophic pay, for all other purposes, except as indicated below, such employees will be considered on leave of absence without pay pursuant to the Kern County Civil Service Rules and they shall not accrue any leave rights while on catastrophic leave.
- C. In no event may an employee take more than six (6) months of catastrophic leave during any twelve (12) month period. Catastrophic leave and leaves of absence without pay shall run concurrently.
- D. An employee is eligible for catastrophic leave when the employee faces financial hardship due to injury or prolonged illness of the employee or employee's spouse, parent or child (based on medical evidence) and the employee is absent from work caring for himself or herself or family members.
- E. Employees governed by this MOU may donate vacation time to another employee who meets the conditions described above. Employees may not, however, donate sick leave or CTO.
- F. Employees (or their designees) requesting establishment of a catastrophic leave bank must submit a written request to the Kern County Human Resources Division. The request must provide sufficient information to enable the Employee Relations Officer or designee to determine whether the reason for the leave qualifies as catastrophic. This information will be maintained confidentially to the extent required by law. Catastrophic leave requests for injury/illness must include supporting medical verification from a licensed physician. If the request is for a family member, it should also specify that the employee's attendance of the ill or injured family member is required. Leave requests must include the estimated date of return to work
- G. It is the responsibility of the employee or co-workers to canvass other employees for the donation of leave credits; however donations are voluntary; coercion of fellow employees is strictly prohibited. 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.
- H. Donations must be a minimum of eight (8) hours. The County will convert the donor's vacation time hours to a dollar equivalent amount. Ninety percent (90%) of that dollar amount will then be converted to hours, using the recipient's hourly wage, resulting in hours applied to recipient's catastrophic pay.
- I. Health insurance coverage and retirement contributions will continue in the same manner as if the recipient employee was on sick leave. The recipient employee will not accrue sick leave or vacation benefits while using catastrophic leave.
- J. Catastrophic leave shall be terminated when one or more of the following occurs:
  1. The employee has exhausted six (6) months of catastrophic leave during any twelve (12) month period.
  2. The employee has exhausted all of his or her rights under the Civil Service Rules for unpaid medical leaves of absence, whether paid in part or in full from catastrophic leave pay.
  3. Donated leave credits have been exhausted.
  4. Death of the ill or injured employee or subject family member.
  5. The employee returns to full-time, active County employment.
- K. The Vacation Donation Program for Catastrophic Conditions shall be administered by the County in a manner consistent with the foregoing terms and conditions and consistent with law and Civil Service rules.

## ARTICLE V - COMPENSATION

### Section 1. Longevity Pay

- A. Permanent full-time and permanent part-time employees who have completed 10 years of continuous County service shall receive an additional 2% longevity pay on base wages.
- B. Permanent full-time and permanent part-time employees who have completed 15 years of continuous County service shall receive an additional 2% longevity pay on base wages (total 4%).
- C. Permanent full-time and permanent part-time employees who have completed 20 years of continuous County service shall receive an additional 2% longevity pay on base wages (total 6%).
- D. Permanent full-time and permanent part-time employees who have completed 25 years of continuous County service shall receive an additional 2% longevity pay on base wages (total 8%).

- E. Permanent full-time and permanent part-time employees who have completed 30 years of continuous County service shall receive an additional 2% longevity pay on base wages (total 10%).
- F. For subsections A, B, C, and D, continuous County service shall have the same meaning as presently used in applying vacation seniority date.
- G. For subsection E above, 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.
- II. An employee, who during the term of this MOU reaches an anniversary date for longevity pay, shall receive such pay beginning with the first payroll period following their anniversary date.

Section 2. Shift Differential

- A. Shift differential pay shall be:
  - A.M. Shift - 7.5% of the employee's base rate of pay
  - P.M. Shift - 5.0% of the employee's base rate of pay
- B. For Registered Nurses, LVNs, and Mental Health Technicians at Kern Medical Center the shift differential pay shall be:
  - A.M. Shift - 10% of the employee's base rate of pay.
  - P.M. Shift - 7.5% of the employee's base rate of pay.
- C. A "shift" for the purpose of shift differential pay is defined as follows:
  - 1. P.M. Shift - Any work period encompassing at least five (5) hours of work between the hours of 3:00 p.m. and 12:00 midnight.
  - 2. A.M. Shift - A.M. Shift shall be defined as any work period encompassing at least five (5) hours of work between the hours of 12:00 midnight and 9:00 a.m.
- D. In counting the five-hours-worked provisions, the following are excluded:
  - 1. Any time off with or without pay, i.e., mealtime, vacation, sick leave, compensatory time off, etc. (except rest periods).
  - 2. Time for which compensatory time off or overtime is earned.

Notwithstanding the foregoing, the time worked on a holiday or designated holiday pursuant to Article IV, Section 5 of this MOU shall count when determining the five hours worked threshold for shift differential pay.

- E. A regular employee shall be entitled to shift differential pay for the entire shift (not just the five (5) hours necessary qualifying time).

Section 3. Overtime Compensation

- A. All attorneys employed in any of the deputy public defender classifications are ineligible for any type of overtime compensation (e.g., compensatory time off or cash) under County ordinance and the Fair Labor Standards Act, but shall still receive the 3% salary increase implemented on July 3, 1999. The County and SEIU agree to meet and confer within 30 days of either party proposing to exempt additional specific classification(s) from County ordinance overtime eligibility, with the goal to come to mutual agreement on exemption status, if those classifications are designated exempt under the Fair Labor Standards Act. In no instance will the County designate a classification as exempt if it does not qualify under the Fair Labor Standards Act overtime exemptions.
- B. During the term of this MOU, the County ordinances, policies and procedures regarding overtime, as they apply to employees governed by this MOU, shall be observed and employees shall continue to be eligible to receive compensatory time off in lieu of cash.

Section 4. Standby and Availability Pay



A. Standby

1. Definition of Standby - An employee who is required during off-duty hours to remain on call on the County's premises or elsewhere or under conditions so circumscribed that he cannot use the time effectively for his own purposes is working while "on-call." Employees who are working while "on-call" are on "standby." An employee who is not required to remain on the County's premises or elsewhere and is merely required to leave word at his home or with County officials where he may be reached, or is merely required to be available via a beeper, pager, or other communications device, is not working while "on-call" and is 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. Compensation for Standby - An employee required by the department head to be on stand-by duty shall receive one-quarter of his/her hourly pay, or the federal minimum wage, whichever is higher for the hours required to be on stand-by. Employees on stand-by duty, who are called back to work, shall not receive stand-by pay while in a called-back status.

B. Availability Pay

1. It is agreed by the parties that because of urgent situations, employees in certain classifications must frequently be available to report to work in the manner required by their department head. Such employees shall be required to wear a pager, beeper, or other communications device to ensure their availability. The department head shall not impose conditions, which so restrict the employee that the employee is on standby as defined by Article V, Section 4.A, unless the employee is placed on standby.

2. As compensation for being available to respond to such situations, those employees shall receive either (1) a biweekly allowance equal to five percent (5%) of their biweekly base salary, (2) one-quarter of his/her hourly pay for the hours required to be available, or (3) a biweekly allowance as set forth in an agreement for rental rates. Employees required to respond shall not receive the one-quarter pay for the hours that they receive full compensation, including any two-hour minimum call back overtime pay.

3. Employees required to respond to phone calls who do not return to work, shall only be compensated for the actual time they work rounded to the nearest tenth of an hour.

4. Employees who actually return to work shall be eligible for the two-hour minimum call back overtime pay, but if called back multiple times within the two hours, will only receive compensation for the two hours or the total time actually worked, whichever is greater.

5. Classifications eligible to receive availability pay shall include all classifications listed in the Memorandum of Understanding dated March 27, 2012 through March 27, 2015, and any subsequent amendments thereto, which are identified in Appendix A to this MOU.

6. The Kern County Human Resources Division is authorized upon agreement with SEIU to add additional classifications to those eligible for availability pay, and shall maintain a list which is incorporated by reference into this agreement.

C. Availability Pay - Additional Work Units

In the event that SEIU identifies additional work units in which employees are specifically required to be available for after-hours emergency/urgent response for the protection of public safety or property and/or for the maintenance of systems that impact public safety or property, the parties agree to meet and confer regarding inclusion of the work unit in a category of availability pay.

Article V, Section 4 is intended to govern all of the standby and availability rights of the employees covered by this MOU. None of the Ordinance Code or provisions relating to standby or availability pay shall apply to those employees.

Section 5. Charge Pay & Nurses Pay

- A. Employees of Kern Medical Center who are officially assigned the role of "Charge" by the hospital's CEO or his/her designee, on any given shift or any position shall receive a premium pay of \$2.00 per hour for every hour worked.
- B. Registered Nurses employed by Kern Medical Center shall receive premium pay equal to 3% of their regular base salary for possessing and maintaining a nationally recognized certificate in the medical specialty in which they are working. Effective July 1, 2000, registered nurses employed in any department of the County shall be eligible to receive the premium pay described in the immediately preceding sentence.
- C. Pharmacists designated by the CEO of Kern Medical Center, as Pharmacist In Charge shall receive premium pay equal to 5% of base salary.
- D. County shall not seek to recover alleged overpayments, under Article V, Section 5, to registered nurses who transferred from Kern Medical Center to the Mental Health Department.

Section 6. Bi-lingual Pay

In accordance with Chapter 1, Exhibit H of the Kern County Policy and Administrative Procedures Manual, the County agrees to pay \$25 per pay period for those pay periods in which an eligible employee is assigned to a designated position requiring bi-lingual abilities. The County shall expand the Bilingual Pay Program to include the payment of \$50 per pay period for those positions, which require written bilingual skills to perform a critical part of the employee's job.

Section 7. Salary Adjustments

- A. Through the term of this MOU, the parties agree to continue payment of the biweekly "New Employee Premium Pay", equal to 6% of base salary for those employees hired on or after October 27, 2007 who are earning retirement service credit under Government Code section 31676.01 commonly referred to as 1.62% @ age 65. The six percent (6%) biweekly premium pay shall be calculated by multiplying the employee's hourly rate times the amount of hours the employee is paid for during the pay period including hours worked and paid time off but excluding overtime. Notwithstanding the foregoing and in addition to the provisions contained in Article VI, Section 2, employees will not receive the New Employee Premium Pay if, for any reason, the employee is earning service credit under the higher 3% @ age 60 benefit formula.
- B. If after the date of execution of this MOU, they County comes to agreement with another recognized employee organization (REO) that includes an equivalent salary adjustment (i.e., 2% cost of living) for all classifications covered under the agreement, then the County will implement the same salary adjustment for all employees covered by this MOU, unless the agreement includes an exchange of a current benefit from the REO.
- C. If the agreement with the REO described in subsection B above includes an exchange of a current benefit for a salary adjustment, then SEIU will be allowed to make the same or similar exchange of current benefit for salary adjustment.
- D. After the date of execution of this MOU, the County shall provide written notice to SEIU of any equivalent salary adjustment, as described in subsection B above.

Section 8. Hospital Staff Nurse and Pharmacist Bonuses

- A. Pharmacists who accept pharmacist positions at Kern Medical Center and registered nurses who accept a full-time or part-time flexible hospital staff nurse position at Kern Medical Center (hereafter collectively referred to as "eligible employees") shall be paid a "sign-on" bonus of \$2,000.
- B. Eligible employees who have received the sign-on bonus described in Section (A) and who, thereafter, successfully complete probation at Kern Medical Center, with an overall performance rating of Standard or better, shall be paid an additional bonus of \$2,000.
- C. Eligible employees who have received the bonuses listed in Sections 8(A) and (B) shall be paid an additional bonus of \$2,000 on their first year anniversary provided that the eligible employee receives an overall performance rating of Standard or better on the EPR reviewing the employee's first year of service.

Section 9. Referral Bonuses

- A. A permanent full-time or permanent part-time Kern Medical Center Hospital employee, excluding supervisory, management, or Human Resources staff, who refers another registered nurse to Kern Medical Center shall be paid a bonus of \$500 when the referred nurse commences work as a full-time or part-time flexible hospital staff nurse at Kern Medical Center provided that the nurse who was referred identifies the nurse who referred him or her to Kern Medical Center in the application for employment or any accompanying document.
- B. A Kern Medical Center employee who has received the bonus listed in Section 9(A) shall be paid an additional bonus of \$500 when the nurse who was referred successfully completes probation as a hospital staff nurse at Kern Medical Center.
- C. A Kern Medical Center Hospital employee who has received the bonuses listed in Sections 9(A) and (B) shall be paid an additional bonus of \$500 when the nurse who was referred completes one year of service as a hospital staff nurse at Kern Medical Center. The year of service shall be calculated in the same manner as service is calculated for the longevity pay provided under Article V, Section 1.
- D. In the event more than one employee is identified as the referring employee in the manner described in Section 9(A), the referral bonuses described in Sections 9(A)(B) and (C) shall be divided equally among the identified employees.
- E. Employees who are no longer employed, as a permanent full-time or permanent part-time Kern Medical Center Hospital employee when the bonus is due shall be ineligible to receive the bonus.

Section 10. Clinical Ladder Pay

The Chief Executive Officer of Kern Medical Center may authorize payments to hospital staff nurses at Kern Medical Center in accordance with the Clinical Ladder developed by the joint labor/management Nursing Transformation Committee provided that such payments shall not exceed ten (10%) of the nurse's base salary.

Section 11. Nurse Preceptor Pay

Hospital staff nurses who are selected for the Nurse Preceptor Program shall receive a premium pay of \$.50 per hour while being trained as a preceptor or serving in the capacity of a preceptor as directed by the Chief Executive Officer of Kern Medical Center or his designee.

Section 12. Full Time Flexible Nurses

Notwithstanding anything in the Kern County Ordinance Code to the contrary, all hospital staff nurses who are designated as full time flexible may have their hours reduced, in the sole discretion of the Chief Executive Officer of Kern Medical Center based on a drop in the patient census or due to fiscal constraints. Full time flexible hospital staff nurses shall not be paid for hours not worked as a result of their reduced hours. Seniority, vacation and sick leave will continue to accrue on a full time basis during the hours not worked as a result of their reduced hours. Health plan benefits eligibility shall continue on a full time basis during the hours not worked as a result of their reduced hours. Subject to the provisions of the County Employees' Retirement Act of 1937, credit for service for retirement purposes shall be provided on a full-time basis notwithstanding reduced hours worked pursuant to this section; provided that the full amount of the normal employee contribution, which the employee is required to pay, is paid by the employee.

Section 13. Education Expense Reimbursement Program

- A. Eligibility.
  - I. The parties agree to the establishment of an expense reimbursement program for KMC employees who are:
    - (a) Students enrolled in an Associate Degree, Bachelor Degree, or Master's Degree nursing program; or
    - (b) Students enrolled in classes that are prerequisites to being accepted into either an Associate Degree or Bachelor Degree nursing program.
- B. The expenses must be incurred at a technical or professional school, college, or university with recognized credentials and approved by KMC administration. Correspondence schools belonging to the Western Association

of Schools and Colleges may also qualify.

- C. Reimbursement of the expenses would be made only after successful completion of the coursework.
- D. Total reimbursement will not exceed \$3,000 in any 12-month period, to include textbooks and tuition.
- E. The education expense reimbursement program will be administered in accordance with the KMC education expense reimbursement policy, as approved by the Board of Supervisors on May 23, 2006, and which may be amended from time to time.

The chief executive officer of KMC will be responsible to administer the investment in nursing initiative in accordance with the terms set forth in this MOU.

Section 14. Engineering Certification Pay

Bi-weekly certification pay in the amount of 8% of bi-weekly base salary shall be paid to all employees occupying a permanent County position in the following classifications, provided the employee possesses a license or registration issued by the State of California as a Professional Engineer, Land Surveyor, Geologist, or Architect:

Engineer Technician I-C  
Engineer Technician II-C  
Engineer Technician III-C  
Engineer I-C  
Engineer II-C  
Engineer III-C  
Engineering Support Supervisor

Section 15. Air Quality Engineering Certification Pay

Bi-weekly certification pay in the amount of 5% of bi-weekly base salary shall be paid to all employees occupying a permanent County position in the following classifications, provided the employee possesses a license or registration issued by the State of California as a Professional Engineer, Land Surveyor, Geologist, or Architect:

Air Quality Engineer I-C  
Air Quality Engineer II-C  
Air Quality Engineer III-C

Section 16. Accountant Certification Pay

Bi-weekly certification pay in the amount of 5% of bi-weekly base salary shall be paid to all employees occupying a permanent County position in the following classifications, provided the employee possesses one of the following certifications: Certified Public Accountant (CPA) certification, Certified Fraud Examiner (CFE) certification, Certified Internal Auditor (CIA) certification, or Certified Information Systems Auditor (CISA) certification. This certification pay only applies to those classifications listed below in the office of the Auditor/Controller/County Clerk. Additional certification pay shall not be paid for obtaining more than one certification:

Accountant I  
Accountant II  
Accountant III  
Senior Accountant

Section 17. Building Inspector Certification Pay

Bi-weekly certification pay in the amount of 5% of bi-weekly base salary shall be paid to all employees occupying a permanent County position in the following classifications, provided the employee possesses two of the following five certifications: International Code Council (ICC) Certification in (a) building inspection, (b) electrical inspection, (c) mechanical inspection, or (d) plumbing inspection; OR (e) an Office of State Health Planning and Development (OSHPD) Class A Certification. Additional certification pay shall not be paid for obtaining more than two certifications:

Building Inspector  
Building Inspector Specialist  
Principal Building Inspector

Supervising Building Inspector

Bi-weekly certification pay in the amount of 5% of bi-weekly base salary shall be paid to all employees occupying a permanent County position in the following classifications, provided the employee possesses one of the following certifications: International Code Council (ICC) Certification in (a) building inspection, (b) electrical inspection, (c) mechanical inspection, or (d) plumbing inspection; OR (e) an Office of State Health Planning and Development (OSHDP) Class A Certification. Additional certification pay shall not be paid for obtaining more than one certification:

Construction Project Inspector I  
Construction Project Inspector II  
Construction Project Inspector III  
Supervising Construction Project Inspector

Section 18. Road Maintenance Worker Certification Pay

Bi-weekly certification pay in the amount of 5% of bi-weekly base salary shall be paid to all employees occupying a permanent County position in the classification of Road Maintenance Worker III, provided the employee possesses a Pesticide/Herbicide Certificate issued by the State of California.

Section 19. POST Certified Classifications

The following classifications, designated with a "C" are for employees who possess a POST Intermediate Certificate issued by the State of California. Certification pay for possession of an Intermediate Certificate is 7% of bi-weekly base salary:

Park Ranger I – C  
Park Ranger II – C  
Park Ranger III – C  
Park Ranger Supervisor – C

The following classifications, designated with a "C-A" are for employees who possess a POST Advanced Certificate issued by the State of California. Certification pay for possession of an Advanced Certificate is 5% of bi-weekly base salary:

Park Ranger I – C – A  
Park Ranger I – C – A  
Park Ranger III – C – A  
Park Ranger Supervisor – C – A

Employees who possess both an Intermediate and Advanced POST Certificate shall be compensated a total of 12% of bi-weekly base salary pursuant to 7% Intermediate Certificate and 5% Advanced Certificate.

Section 20. Evidence Technician Certification Pay

The following classifications, designated with a "C" are for employees who possess a Latent Print Examiner (LPE) Certification issued by the International Association for Identification (IAI). Certification pay for possession of the LPE Certification is 5% of bi-weekly base salary:

Evidence Technician I – C  
Evidence Technician II – C

Section 21. Other Certification Pay

The County agrees to meet and confer with the Union regarding the County's certification pay practices and to consider possible additional certification and/or incentive pay programs

Section 22. Portal to Portal Pay

For all classification covered under this MOU, personnel assigned to emergency incidents, both in-county and out of county, shall be compensated portal to portal for the duration of the incident assignment.

ARTICLE VI - BENEFITS



Section 1. Medical/Dental/Vision/Prescription Drug

- A. All employee covered by this MOU shall be required to pay, by payroll deduction, twenty percent (20%) of the insurance premium for the employee and their dependent's medical, dental and vision insurance (hereafter collectively referred to as "health insurance"). (All insurance premiums referenced in this subsection shall equal ninety-eight percent (98%) of the applicable COBRA premium.)
- B. New employees may decline coverage under the County's health insurance provided that the employee executes a declaration, in a form acceptable to the County, in which the employee: (i) declares that the employee has medical insurance coverage for the employee; and (ii) declines coverage under the County's health insurance program for the employee and the employee's dependents. 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.
- C. The County will continue to provide an annual open enrollment for employees to change health insurance plans and/or enroll eligible dependents.
- D. 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.
- E. 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.
- F. The County will investigate the possibility of improving the current mental health benefit, included the possibility of providing mental health benefits through the Kern County Mental Health Department.
- H. Retiree Stipend Program and Retiree Health Premium Supplement Program (RHPSP)
  - 1. Participation in the RHPSP is discontinued for employees hired on or after the execution date of this MOU.
  - 2. Employees hired prior to the execution date of this MOU have the option to discontinue participation in the RHPSP under the following terms:
    - a. The County shall hold a 60-calendar day opt-out period, upon the execution of this MOU, during which current employees must file the appropriate opt-out form with the Kern County Human Resources Division in order to discontinue participation in the program.
    - b. A voluntary opt out from participating in the RHPSP will relieve the employee of the obligation to make payroll deductions to the RHPSP commencing with the first payroll period following receipt of the opt-out form.
    - c. Employees who no longer participate in the RHPSP are ineligible to receive the RHPSP supplement upon retirement.
    - d. Employees choosing to opt out of RHPSP are eligible, solely upon retirement from the County, to receive an employer contribution to a Health Reimbursement Arrangement managed by the County in the following manner:
      - i. The employer contribution is equivalent to the amount the employee has had deducted from his or her pay to RHPSP since payroll period 12-16 (August 11-24, 2012) until the last payroll period deduction.
      - ii. Employees who opt out and retire at or after age 70 will not receive any employer contribution.



3. Employees hired prior to the execution date of this MOU, who do not opt out of the RHPSP, shall continue to participate in the RHPSP under the following terms:

- a. Employees shall contribute to RHPSP at the contribution rate of 2.12% of base salary.
- b. Employees hired at age 45 years or older continue to be excluded from RHPSP because of age at time of employment (45 years old and over) they could never receive a benefit.
- c. Solely upon retirement from the County after age 50 and with a minimum of 20 years of service, employees shall be eligible for a supplement toward County retiree health care premiums in the following amounts:

20 years of service	\$441.04 per month
21 years of service	\$529.24 per month
22 years of service	\$617.45 per month
23 years of service	\$705.66 per month
24 years of service	\$793.86 per month
25 + years of service	\$882.07 per month

- d. "Years of service" is defined in the plan document.
- e. Any employee with five or more years of service who retires, or retired, on or after January 1, 1997, due to a service-connected disability pursuant to the County Employees' Retirement Law of 1937, will become eligible for 100% of the available benefit regardless of age. The enhanced benefits shall only apply from July 1, 2000 and thereafter. No retroactive benefits shall be paid.

4. Employees who are ineligible to participate or opt-out of participating in the RHPSP will also be ineligible for the Retiree Stipend Program.

- I. The County will provide life insurance coverage for covered employees in the amount of \$10,000 per employee. SEIU understands that the County may undertake a RFP and/or RFQ process in order to maintain the coverage.
- J. The County will provide VSP benefit to not only cover lenses and frames every other year without restriction but also to cover lenses and frames annually if there is a significant change in the employee's prescription. Significant change is defined as:
  - i. A prescription axis change of at least 20 degrees, or a sphere or cylinder change of at least .50 diopter; or,
  - ii. A visual acuity improvement, resulting from the new prescription, of at least one line of the standard eye chart.

## Section 2. Retirement

- A. On December 7, 2004, the Board of Supervisors adopted Resolution #2004-436 making Government Code section 31676.17, commonly referred to as 3% @ age 60, applicable in Kern County effective January 1, 2005. Pursuant to Government Code section 31678.2 and as agreed in the 03-07 CCAPE MOU, service credit earned or purchased during County employment prior to January 1, 2005 shall be subject to the 3% @ age 60 benefit formula for general members of the Kern County Employees' Retirement Association who retire on or after January 1, 2005 except for employees hired on or after October 27, 2007 (hereafter "Post October 27, 2007 employees"), or as required by law.
- B. All employees hired prior to August 7, 2004 shall pay one-third of their normal contributions to retirement. The County shall not modify this subsection unless such modification is agreed to in a subsequent MOU.
- C. All eligible employees hired or rehired on or after August 7, 2004 (hereafter "Post August 7, 2004 Employees") shall pay one hundred percent (100%) of their employee normal contributions to retirement. Employees who have accrued years of service prior to being hired or rehired on or after August 7, 2004, shall pay one hundred percent (100%) of the employees' normal contributions to retirement.

- D. Post October 27, 2007 Employees shall receive the following:
1. Pursuant to the resolution adopted concurrently with this MOU, a defined benefit pension as described in Government Code section 31676.01 commonly referred to as 1.62% @ age 65.
  2. A defined contribution 457 plan, as part of the existing County Deferred Compensation Plan, wherein the County will provide a biweekly amount ("hereafter "match") not to exceed six percent (6%) of base salary.
    - (a) Subject to the limitation contained in subsection (b) below, the County shall contribute a biweekly amount, equal to the biweekly amount that the employee contributes, to the County's Deferred Compensation Plan.
    - (b) The six percent (6%) maximum biweekly match shall be calculated by multiplying the employee's hourly rate times the amount of hours the employee is paid for during the pay period including hours worked and paid time off but excluding overtime. Notwithstanding the foregoing, in no event shall the County pay the match, or any portion thereof, if the payment of the match, or portion thereof, will cause the employee to exceed any applicable IRS limitations of contributions to the County's Deferred Compensation Plan.
    - (c) This MOU does not create a vested right to a continued match beyond expiration of the MOU. However, the benefit will continue beyond the expiration date of the MOU subject to the then current collective bargaining laws and rules.
    - (d) If for any reason, including but not limited to a redeposit under current law, a new employee becomes eligible to receive service credit at the higher 3%@60 benefit formula, the new employee shall repay the County the amount of the match received plus the amount of 6% premium pay received, under Article V, Section 7 (E), of this MOU for the period of service during which the employee is credited under the higher benefit formula. It is the purpose of this subsection (d) to prevent a windfall wherein a new employee receives premium pay, the match plus the higher benefit formula as opposed to the formula contained in Government Code section 31676.01.
- E. Except for Post October 27, 2007 employees, employees' normal contributions shall be as provided in Government Code section 31621.8. Post October 27, 2007 employees' normal contributions shall be as provided in Government Code section 31621.
- F. Notwithstanding subsections A and C, eligible employees rehired after retirement prior to October 27, 2007 shall continue to have their retirement benefits computed pursuant to the provisions of Government Code section 31680.7, adopted by the Board of Supervisors on August 21, 2001. Employees hired or rehired on or after October 27, 2007 shall, upon rehire after retirement, have their retirement calculated in accordance with Government Code sections 31680.4 and 31680.5, as set forth in Resolution #2007-420 previously approved by the parties to this MOU and formally adopted by the Board of Supervisors on October 23, 2007, providing that such employees' rates of contributions and retirement allowance shall be determined as if the employee was first entering KCERA.
- G. 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.
- H. This MOU does not create a vested right to continued County payments of employee contributions that is independent of this or successor MOUs. The 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.
- I. Employees who, in good faith, have designated an effective date of retirement from County service may roll-over 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 roll-over shall be for the sole express purpose of receiving credit in the KCERA retirement system for all legally eligible prior public service.

J. In addition to the ability to roll-over accumulated vacation in the manner described in subsection I above, employees may also roll-over their accumulated vacation balance (only) for the sole express purpose of receiving credit in the KCERA retirement system for other qualified 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 roll-over such amounts. The department head may, in his/her sole discretion, waive the April 1st filing deadline for any employee.

K. Supplemental Retirement Benefits Reserve – The County and SEIU agree to support legislation capping the amount of money going into the SRBR fund at a level of 120% funded. Once the SRBR achieves a funding status of 120%, all excess earnings will go into the regular retirement fund. If the SRBR goes below 120% funded, or the retirement fund reaches 95% funded, the excess earnings will return to a 50/50 split between SRBR and the retirement fund.

Section 3. Golden Handshake

A. Preamble

WHEREAS, the County of Kern recognizes a revenue shortfall could occur in some budget units during the term of this MOU, and said shortfall may only be met by a downsizing of operating departments which will require the deletion of filled positions causing the layoff of permanent County employees represented by SEIU, the COUNTY and SEIU have agreed to exercise the provisions of Government Code 31641.04 of the County Employees' Retirement Act of 1937 ('37 Act) (commonly called the Golden Handshake) adopted by Kern County Ordinance G-5621 on September 21, 1991, to mitigate, where possible, the numbers of employees that must be laid off pursuant to the provisions of Kern County Civil Service Rule 1300.

B. Adopted Provisions

The Kern County Board of Supervisors, will, by board resolution, grant two (2) years of additional service credit to specified eligible employees who retire during times to be specified by Board Resolution.

C. Criteria

The County and SEIU further agree to the implementation of 31641.04, the Golden Handshake, subject to the following criteria:

1. The offering will be made only to eligible members holding positions within the departments specified by Board Resolution, and whose retirement would logically prevent the layoff of a less senior employee. In no instance will the County be required to make the offering, if the said offering would foreseeably result in an operational detriment.
2. The number of employees offered a Golden Handshake within a department and classification, or classification series or logical progression of classifications will be limited to the number of position deletions necessary to achieve the financial objectives of the specified departments. In no event will the resultant retirements exceed the number of positions deleted.
3. In the event the operation of criterion 2 above, results in an excess number of employees desiring to participate in the Golden Handshake program, the eligible employees will be offered the retirements in descending order of county seniority as seniority is defined in Civil Service Rule 1310.80.
4. The department head or appointing authority of a specified department will be allowed the discretion to determine the classifications and number of eligible employees (within the criteria stated above) to which this offering will be made. This discretion, however, must be applied reasonably within the stated goal, of, whenever possible, avoiding the layoff of a permanent employee.

D. Paid Leave Balances

The County and SEIU further agree, notwithstanding the provisions of any other existing MOU, statute, rule or ordinance, to the following:

1. Earned sick leave payoffs, as provided in Article IV, Section 2 of this MOU will be deferred and paid as follows:
  - a. One half of the qualified payoff amount will become payable upon retirement; and
  - b. One half of the qualified payoff amount will become payable twelve (12) months following retirement.
2. Earned vacation payoffs, as provided by law and ordinance, will be deferred and paid as follows:
  - a. One half of the qualified payoff amount will become payable upon retirement; and
  - b. One half of the qualified payoff amount will become payable twelve (12) months following retirement.
3. No interest shall be earned or paid on the deferred eligible payoff amounts.
4. Any retiring employee may elect to request a salary advance against his/her accumulated sick leave or vacation pay off balance for the purpose of buying back any eligible prior service time, as permitted by ordinance. An advance may be made up to the total amount needed, after the deduction of payroll taxes, as determined by KCERA, to buy back eligible service time in order to receive credit in the KCERA retirement system. Any remaining balance of accumulated sick leave or vacation credit will be paid in equal installments as provided above.

E. Disputes

Because of the time lines involved in this program, the parties agree to the following procedure for the resolution of any disputes that may arise from application of Article VI, Section 3 of this MOU.

1. A three (3) person panel comprised of the Employee Relations Officer, the director of the specific department, and the Regional Director of the SEIU, will be formed to adjudicate disputes.
2. An employee who believes himself/ herself aggrieved by operation of this Section of this MOU may submit his or her complaint in writing to the Employee Relations Officer, who will call a meeting of the above-defined panel.
3. The complainant and his/ her representative may appear before the panel and present relevant evidence and/or argument to support his/her claim.
4. A complaint must be submitted within 5 calendar days of the employee's belief he/she has been aggrieved.
5. The panel will reach a decision on the complaint and said decision of the panel will be final and binding upon the parties.
6. The authority of the panel to adjudicate disputes based upon operation of this MOU will terminate with this MOU.

Section 4. Professional Fees

The County agrees to pay 100% of a required fee, not to exceed \$500, to each County employee who is required by a state or federal agency to maintain a license or registration in order to remain eligible to perform the duties of his or her current job classification. This provision shall not apply to a driver's license. In the event the required license or registration is for more than one year, the County will pay the required fee except that the County shall not pay any amount in excess of the total of \$500 per year for each year of the license or registration.

Section 5. Uniform Allowance

- A. Certain permanent full-time and part-time employees of the County are required by departmental regulations to wear specific uniforms. The County will determine the number of uniforms, and methods and amounts of procurement. Payment for uniform allowance shall be for active duty periods only.

The County of Kern agrees to officially establish these uniform requirements by resolution, and further agrees to reimburse employees for actual costs of replacement of uniforms, or portions thereof, whenever a change in uniform requirements is approved by the Board of Supervisors and makes it necessary for employees to purchase new uniforms or portions thereof.

- B. The following classifications shall receive an annual uniform allowance of \$450.

Ag Biologist/WM Inspector Series (formerly titled Weights and Measures Series)  
Security Attendant Series (formerly titled Facility Attendant Series)  
Sheriff's Aide Series

- C. The following classifications shall receive an annual uniform allowance of \$350:

Automotive Service Worker Series	Road Maintenance Worker Series
Construction Project Inspector*	Supv Road Maintenance Worker Series
Disposal Site Gate Attendant Series*	Traffic Signal Technician Series
Engineering Aide Series*	Waste Management Aide
Engineer Series*	Waste Management Specialist
Engineering Technician Series*	Waste Management Technician
Maintenance Painter*	Waste Management Support Supervisor

\*

Only those positions required to wear an orange shirt.

- D. The following classifications shall be provided, through a uniform supply company, either three (3) or five (5) shirts, and /or three (3) or five (5) pants, or smocks and/or coveralls as provided per week, as required by the department's uniform policy:

Air Conditioning Mechanic	Maintenance Electrician
Aircraft Mechanic	Maintenance Painter
Animal Care Worker Series	Maintenance Plumber
Auto Parts Storekeeper Series	Maintenance Worker Series
Automotive Mechanic Series	Mower Repair Mechanic
Building Services Worker Series	Office Services Series (DHS Registrar)
Equipment Maintenance Superintendent	Park and Aquatic Specialist
Equipment Operator	Park and Aquatic Supervisor
Federal Excess Property Specialist	Park Attendant
Fire Equipment Mechanic	Park Supervisor
Fire Equipment Service Worker	Reprographics Production Tech Series
Fire Equipment Technician	Stock Clerk
Fiscal Support Tech (Fire Warehouse)	Storekeeper Series
Garage Shift Supervisor	Structural Maintenance Superintendent
Groundskeeper Series	Supervising Heavy Equipment
Heavy Equipment Helper	Mechanic
Heavy Equipment Mechanic Series	Tree Trimmer Series
Heavy Equipment Service Worker	Warehouse Supervisor
Mail Clerk Series	Wastewater Specialist Series
Maintenance Carpenter	Wastewater Technologist
	Wastewater Plant Op Series

- E. The following classifications shall receive an annual uniform allowance of \$550:

Fire Dispatch Series  
Sheriff Dispatch Series

- F. The following classifications shall receive an annual uniform allowance of \$900:



Airport Security Officer Series  
Airport Operations and Security Officer  
Animal Control Officer Series  
Park Ranger Series

- G. Sewage Treatment Plant Operators shall receive uniforms (shirts/pants) through a uniform supply company selected by the County.
- H. The uniform allowance will be payable bi-weekly with the annual allowance divided by 26.089.
- I. The County shall provide patches and chevrons for uniforms.

Section 6. Rest Periods

- A. The County agrees that the department head may authorize employees rest periods each day not to exceed fifteen (15) minutes during each four-hour period.

Section 7. Travel Expense

Any employee required to travel on business for the County, and who utilizes his/her privately owned vehicle shall be reimbursed at the allowable federal rate for income tax purposes for miles traveled in the course of County business. Per diem expenses for food and lodging are set forth in the Kern County Policy and Administrative Procedures Manual. The County shall review the mileage and per diem expenses at least annually for rate adjustment.

Section 8. Moving Allowance

Any employee transferred by the appointing authority from one geographical location to another, which entails a household move of over twenty (20) miles, shall be paid a moving allowance as follows:

21 - 50 miles	*	\$150
51 - 100 miles	*	\$225
101 or more	*	\$275

Section 9. Tool Allowance

- A. Employees required to provide their own hand tools, will have said tools insured by the County.
  - 1. This insurance shall apply for only those tools required by the department. A list of said tools will be kept on file by the department.
  - 2. The insurance will provide coverage, after \$100 deductible paid for by the employee, for theft (evidence that a theft occurred is required) or fire damage. Such insurance coverage is limited to fire or theft on County premises.
- B. The County will replace tools that are broken on the job through normal use in accordance with the County claims review process as provided in Section 318 of the Kern County Policy and Administrative Procedures Manual.
- C. Employees certified by their department head as persons required to provide tools and/or specialized equipment, will qualify for tool allowance at the rate of \$350 per year, increasing to \$400 with payroll period 2007-25, and increasing to \$450 with payroll period 2008-12 (except as provided in D below); payable one-half at the completion of the 12th pay period, and one-half at the completion of the 25th pay period each fiscal year.
- D. Members of the following employee classifications, certified by their department head as persons required to provide tools and/or specialized equipment, will qualify for tool allowance at the rate of \$225 per year, increasing to \$275 with payroll period 2007-25, and increasing to \$325 with payroll period 2008-12, payable one-half at the completion of the 12th pay period, and one-half at the completion of the 25th pay period each fiscal year.

List: Mechanics Helper Classifications



- E. The tool allowance will be payable bi-weekly with the annual allowance divided by 26.089.

Section 10. KERNSFLEX I

- A. The employees covered by this MOU continue to be eligible to participate in the Cafeteria Plan known as KERNSFLEX I was developed and maintained to meet the appropriate requirements of sections 105, 106, and 129 of the Internal Revenue Code of 1986, as amended. KERN\$FLEX I includes flexible spending accounts for dependent care expenses, un-reimbursed medical expenses, a premium reduction component for employee contribution to County health insurance programs, and other specified insurance programs.
- B. The administration of KERN\$FLEX I will be regulated by the Plan Document as adopted, and periodically amended, by the Kern County Board of Supervisors and by the applicable state and federal laws.
- C. The parties have discussed the issue of employer cash contributions to cafeteria plans and agree that a cash contribution will not be a component of KERN\$FLEX I.

Section 11. Continuing Education Requirements

- A. The County may provide expense reimbursement of up to \$500 per covered employee per calendar year for attendance at off-site mandatory continuing education training required to maintain a state license and/or for purchase of approved educational materials including, but not limited to, books, audio/video tapes and software programs. Reimbursement must be approved by the employee's department head and the Kern County Human Resources Division, and will only be approved if: (1) the training is held during the employee's regular work hours, (2) falls within their work specialty, (3) cannot be provided in-house at a lower cost, and (4) is beneficial to the operations of the employee's department.
- B. Departments with employees who have recurring mandatory continuing education needs will be required to pursue an in-house training program that will meet the needs of its employees at no cost to the County or employee.

ARTICLE VII - 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 will reimburse the County by one or more of the following methods after the employee is provided the opportunity to sign 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, with the number and amount of installments after the employee is provided documentation of the error, notice, and the opportunity to object. The number and amount of the installments 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 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.
- C. Disputes regarding application of this section shall be resolved pursuant to the Grievance and Arbitration Procedure. Collection of the disputed amount will be held in abeyance until such grievance is adjudicated.

ARTICLE VIII - 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 the Article, shall have the following meaning:

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

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

Employee: Any employee in the classified service of the County, regardless of status.

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

Superior: The person to whom an immediate supervisor reports.

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

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

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 County Ordinance Code and did not receive out-of-classification pay, or unless there is evidence the assignment of work is a form of disciplinary action.
2. Classification and salary matters relative to classifications.
3. Appeals involving demotions, dismissals, salary increment 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 had knowledge of an occurrence (but in no case later than one (1) year from date of occurrence).

#### TIME LIMITS

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

#### THE PARTIES' RIGHTS AND RESTRICTIONS

1. A party to the grievance shall have the right to record a formal grievance meeting at the expense of the requesting party.
2. The grievance procedure shall not limit the right of any employee to present a grievance individually.
3. An employee may have a representative present at all steps of the grievance procedure.
4. Reasonable time in processing a grievance will be allowed during regular working hours with advanced supervisor approval. Supervisory approval will not be unreasonably withheld.
5. Only a person selected by the employee from within a recognized employee organization and made known to management prior to a scheduled grievance meeting shall have the right to represent or advocate as an employee's representative.
6. Nothing within this grievance procedure shall be construed as limiting the right of management to manage the affairs of the County.
7. Grievances of an identical nature concerning the same subject matter may be consolidated.

#### INFORMAL GRIEVANCE DISPOSITION

1. Within twenty (20) days from the occurrence of the issue that gave rise to the complaint, or within twenty (20) days from the employee's knowledge of the occurrence (but no later than one (1) year from the date of occurrence), an employee will promptly and informally meet to discuss the complaint with his/her immediate supervisor. In those circumstances where the nature of the complaint involves the immediate supervisor, the employee may informally discuss the complaint with the next higher level of supervision, provided prior 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 utilize the formal grievance procedure.

Grievance forms are available in the department for this purpose.

#### FORMAL GRIEVANCE PROCEDURE

- Step 1. The grievance form and any supporting documents shall be delivered to the supervisor with whom the informal meeting was held no later than five (5) days from receipt of the supervisor's informal response or within ten (10) days from the close of the informal meeting if no decision is rendered. The formal grievance procedure shall be initiated by the employee, stating the nature of the grievance, the alleged violation by section or number, if any, and the desired solution, in writing on the grievance form, together with any supporting documents attached to the grievance form.

The supervisor shall hold a formal meeting with the employee within five (5) days of the receipt of the formal grievance to review the facts, gather all supporting documents, discuss the complaint and desired solution, and discuss the proper appeal procedure.

The supervisor will issue a written decision on the original grievance form within five (5) days of the close of the formal meeting.

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

A decision shall be made, in writing, on the original grievance form to the employee by the department head within ten (10) days from the close of the formal meeting.

Step 3. If the employee is not satisfied with the decision of the department head, he may appeal the decision to the Employee Relations Officer (ERO) within five (5) days from receipt of the department head's decision. In his/her appeal to the ERO, all supporting documents must be attached to the grievance form, together with the grievant's reason for appeal and stated remedy requested.

The ERO or his/her designee will review the original grievance, all supporting documents, the department head's response, and the remedy requested, and issue a written decision within ten (10) days of receipt of the grievance.

If the employee is not satisfied with the decision of the ERO or his/her designee, the employee may, within thirty (30) days of receipt of the decision, submit the grievance through the Union to arbitration by written request to the ERO. In the event the Union determines not to advance a matter to arbitration, the employee shall have no independent right to advance the matter to arbitration.

If the grievance is submitted to arbitration, the grievant, his/her representative, if any, and the ERO, or his/her designee, shall, within five (5) days of receipt of the grievant's request, set a date for a meeting to:

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

#### SELECTION OF THE 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 procedure will be informal and private. The arbitration procedure shall not be bound by any of the rules of evidence governing trial procedure in state courts.

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

The arbitrator will confine himself/herself to the issue submitted.

The arbitrator's decision shall be binding upon all parties and any monetary settlement awarded to the grievant by the arbitrator shall be limited to a maximum of \$5,000.

The cost of the arbitrator shall be borne equally between the County and the grievant. Each party shall bear its own costs relating to arbitration including, but not limited to, witness fees, transcriptions and attorney fees.

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

#### ARTICLE IX - SEVERABILITY

If any provisions of this MOU, or the application of such provision shall be rendered or declared invalid by any court action, or by reason of any existing or subsequently enacted legislation, the remaining parts or portions shall remain in full force and effect.

#### ARTICLE X - DURATION OF THE MOU

- A. Upon ratification by the SEIU membership and approval by the Board of Supervisors, this MOU shall become effective and binding upon the parties in accordance with Section II, Article 14, of the Employer-Employee Relations Resolution.
- B. The term of this MOU shall be from March 28, 2015 to August 27, 2017.

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This Memorandum of Understanding effective as of March 28, 2015, and executed this 15<sup>th</sup> day of March, 2016.

**Service Employees' International Union Local 521:**

  
Ernest Harris, Regional Director  
Service Employees International Union

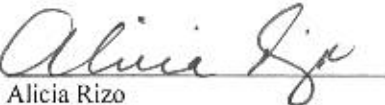
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Professional Unit

  
Sonja Bennett  
Supervisory Unit

  
Andre Taylor  
Supervisory Unit


Marie Kidwell  
Technical Unit

Gina Caver  
Clerical Unit

  
Alicia Rizo  
Administrative Unit

Ruben Alonzo  
Administrative Unit

Michael Shelton  
Trades/Craft/Labor

  
Jason Rodriguez  
Trades/Craft/Labor

**COUNTY OF KERN:**

  
Mick Gleason, Chairman  
Board of Supervisors

John Nilon  
County Administrative Officer

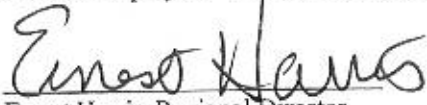
  
Devin Brown  
Employee Relations Officer

  
Approved as to Form  
Theresa A. Goldner  
County Counsel



This Memorandum of Understanding effective as of March 28, 2015, and executed this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

Service Employees' International Union Local 521:




Ernest Harris, Regional Director  
Service Employees International Union

Regina Kane  
Professional Unit

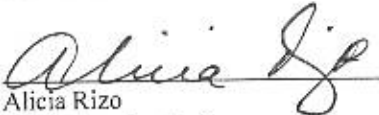
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Supervisory Unit

Andre Taylor  
Supervisory Unit

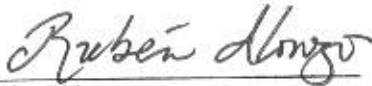


Marie Kidwell  
Technical Unit

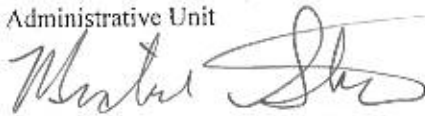
Gina Caver  
Clerical Unit



Alicia Rizo  
Administrative Unit



Ruben Alonzo  
Administrative Unit



Michael Shelton  
Trades/Craft/Labor



Jason Rodriguez  
Trades/Craft/Labor

COUNTY OF KERN:

Mick Gleason, Chairman  
Board of Supervisors

John Nilon  
County Administrative Officer

Devin Brown  
Employee Relations Officer

Approved as to Form  
Theresa A. Goldner  
County Counsel

## Appendix A – Availability Pay Classifications from 2012-2015 MOU

Classifications eligible for a biweekly allowance equal to five percent (5%) of their biweekly base salary:

### 1. Kern County Sheriff's Office

Network Systems Administrator  
Technical Services Supervisor  
Information Systems Specialist I-DT, II-DT, III  
Senior Information Specialist  
Sheriff's Civil Litigation Coordinator  
Deputy Coroner  
Supervising Deputy Coroner  
Evidence Technician  
Aircraft Mechanic  
Supervising Aircraft Mechanic  
Maintenance Worker IV  
Sheriff's Dispatch Assistant, if assigned to the Tactical Dispatch Team  
Sheriff's Dispatch Supervisor, if assigned to the Tactical Dispatch Team  
Sheriff's Dispatcher I, II, if assigned to the Tactical Dispatch Team  
Sheriff's Senior Dispatcher, if assigned to the Tactical Dispatch Team

### 2. General Services Division

Computer Operator  
Supervising Computer Operator  
Technology Services Supervisor  
Network Systems Administrator  
Senior Information Systems Specialist  
Communications Technician III  
Supervising Communications Technician  
Telecommunications Engineer  
Graphic Artist  
Video Services Producer  
Local Area Network Systems Administrator  
Maintenance Worker I, II, III, IV, V  
Maintenance Carpenter  
Air Conditioning Mechanic  
Maintenance Electrician  
Maintenance Painter  
Maintenance Supervisor

### 3. Public Health Services

EMS Coordinator  
Senior EMS Coordinator

### 4. Public Works Department

Waste Management Supervisor  
Wastewater Treatment Plant Operator I, II, III, Trainee  
Wastewater Specialist I, II

Sewer Maintenance Worker I, II  
Facilities Specialist Administrative Coordinator  
Supervising Disposal Gate Attendant  
Waste Management Specialist  
Waste Management Supervisor  
Waste Management Support Supervisor  
Supervising Building Inspector  
Supervising Building Inspector (C)  
Building Inspector Specialist  
Building Inspector Specialist (C)  
Building Inspector  
Building Inspector (C)  
Engineering Aide I, II, III  
Engineering Technician I, II, III  
Engineering Technician I, II, III (C)  
Engineer  
Engineer (C)

5. Kern County District Attorney

Criminalist I, II, III  
Supervising Criminalist

6. Kern County Fire Department

Programmer I, II  
Systems Analyst  
Senior Information Systems Specialist  
Information Systems Specialist  
Supervising Aircraft Mechanic  
Aircraft Mechanic  
Fire Equipment Mechanic  
Supervising Heavy Equipment Mechanic  
Equipment Maintenance Superintendent

7. Mental Health Services

Recovery Specialist  
Mental Health Therapist  
Mental Health Nurse  
Staff Nurse  
Mental Health Unit Supervisor  
Supervising Mental Health Clinician  
LAN System Administrator  
Senior Information Specialist

Classifications eligible for one-quarter of his/her hourly pay for the hours required to be available:

1. Kern Medical Center

Respiratory Therapist	Anesthesia Technician II
Pharmacist	Clinical Laboratory Scientist II
Senior Pharmacist	Clinical Nurse Specialist
Clinical Pharmacist	Cardiopulmonary Services Clinical Coordinator
Radiology Technologist	Clinical Supervisor
Utilizations Review Nurse	Computer Operator II
CT Technician	Computer Operator III
Ultrasound Technician I, II,	Healthcare Application Analyst II
Home Health Care Nurse	Hospital Nursing Shift Manager
Home Health Care Pharmacist	Hospital Picture Archiving & Communication
Orthopedic Technician I, II, III	Technology Services Supervisor
Supervising Orthopedic Technician	Information System Specialist III
Hospital Staff Nurses	Medical Support Tech
Licensed Vocational Nurse	MRI Tech
Nursing Attendant	Network Systems Administrator
Surgical Technician I, II	Obstetrical Technician II
Per Diem MRI Technician	Per Diem Nurse I
Per Diem Nurse II	Per Diem Pharmacist
Trauma Nurse Coordinator	Per Diem Ultra Sound Tech
Physicians Assistant	Programmer II
Pulmonary Function Technician	Senior Information Systems Specialist
Systems Analyst II	
Supervising Radiology Technologist	

2. Public Health Services

Hazardous Material Specialists I, II, III, IV  
Environmental Health Specialist I, II, III, IV

3. Aging and Adult Services

Deputy Conservator  
Social Service Worker I, II, III, IV, V

4. Animal Services

Shelter Supervisor  
Senior Animal Control Officer  
Animal Control Officer

5. Department of Human Services

Social Worker III, IV, V  
Social Service Supervisor I, II

Classifications eligible for biweekly allowance set forth in agreement for rental rates:

1. Parks Department

Park Caretaker

Groundskeeper I, II, III

Maintenance Worker I, II, III, IV

Equipment Operator

Park Supervisor

Area Park Supervisor