

12/5/17

SEIU 521 Proposal - 12/05/17

## 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 - RECOGNITION

### Section 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written understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.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.

### 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 extra help classifications within the bargaining units as specified by unit number in the County Salary Ordinance. The bargaining units are:

Extra Help Technical Services	Unit A
Extra Help Clerical	Unit B
Extra Help Administrative	Unit E
Extra Help Trades/Craft/Labor	Unit G
Extra Help Probation	Unit H

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

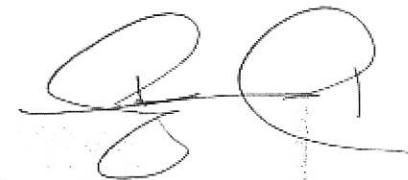
For purposes of administering the terms and provisions of this MOU:

- A. County's principal authorized agent shall be the County Administrative Officer, or his duly



SEIU

County of Kcm


12/5/17  
Tentative Agreement:

After the date of execution of this MOU/Agreement, the County shall provide written notice to SEIU of any equivalent salary adjustment, as described in subsection B above.

With this First Six Months of the Work Year and

During the term of this Agreement, the parties agree to meet and confer over revisions to the salary schedule, including but not limited to revising the salary step schedule to be implemented in the July 2018 compensation of the next fiscal year, additional step level

and —

E

E

authorized representative (Address: 1115 Truxtun Avenue, Bakersfield, California 93301; Telephone 868-3198), 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 Regional Director of SEIU, Local 521 or their duly authorized representative (Address: 1001 17th Street, Suite A, Bakersfield, California 93301; Telephone: 325-7487).

## 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.
- B. County shall endeavor to provide reasonable security for employees entering and exiting the Human Services Department Building aka the O.C. Sills Building at their assigned work locations.

### Section 2. Direct Deposit

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

### Section 3. Successor MOU

Same as permanent bargaining unit. The parties agree that successor MOU negotiations will commence no later than July 1, 2017.

### Section 4. Employee Suggestion Program

The Employee Suggestion Program for County employees shall remain in effect during the term of this MOU and extra help employees covered by this agreement shall be eligible to participate in the program.

### Section 5. Payroll Deduction

Same as permanent bargaining unit.

- 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 FERR.
- 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 6. MOU Copies

The County agrees to provide each new employee with a copy of the MOU with or without any exhibits or attachments.

### Section 7. 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.

Same as permitting bargaining unit.

The County agrees not to discriminate against any employee for his/her activity-on-behalf-of, or membership in, the federal-and-state-laws protected discrimination on the basis of race, color, creed, religion, sex, marital status, physical disability or the employee's inclusion in a legally protected class. Same as Title, as stated in the Employee-Fmployee Relations Handbook. Both parties shall comply with all applicable laws protecting disabled individuals from discrimination in accordance with the County's Equal Opportunity Policy.

#### Section 4. Discrimination

Same as permitting bargaining unit.  
Employee-employees covered by this agreement who lose or damage their personal property in the course of their employment may process a claim for reimbursement in accordance with the County's claim review process as provided in Section 318 of the Kent County Administrative Procedure Manual.

#### Section 3. Claims Review

D. Failure to adhere to the use of the County's mail and a mail system in the above manner will result in its revocation as a privilege extended to the County.

C. The County and Union further agree that the Union may continue to use the County mail and a mail system for official union business in accordance with County rules relating to the use of County mail and a mail system for political activities of the Union.

B. The County reserves the right to remove any bulletins board that does not conform to the above standards. The Union will be given immediate notice of any material that is posted, and the County agrees, if requested by the Union, to meet and discuss this removal as it is mutually convenient.

A. During the term of this MOU, County agrees that it will not engage in, negotiate, or approve any strike, slowdown, or other work stoppage or walkout (not to exceed 24" x 36") for placement of employees. Employees shall be held with the Union in violation of this MOU. Furthermore, Union and County recognize that the grievance and arbitration procedures contained in Article VII 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

#### Section 1. Strikes and Lockouts:

#### ARTICLE III - RIGHTS OF PARTIES

## Section 5. Personnel Files

### Same as permanent bargaining unit.

An employee may review or authorize his/her designated representative to review their personnel file at the Human Resources Division upon signed written request.

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 SEIU 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 bargaining unit within the units covered, in addition to those stewards covered in bargaining units 1-6. Exceptions (additions) to this ratio shall be made, upon mutual agreement, to adjust for geographical location, unit, or shift coverage.
- C. The Union shall provide County department heads with a list of the shop stewards on an annual basis. The Union shall keep the shop steward list current by notifying the affected department head, in writing, of any additions or deletions to this list, together with a copy of such changes forwarded to the County Administrative Officer.
- 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 within twenty-four (24) hours of the request unless the absence would cause an undue interruption of work, in which case, 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 within twenty-four (24) hours of the request.
- 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.
- H. In the event an extra help shop steward is not available, a general unit steward shall be permitted to represent extra help.

## Section 7. Release Time

- A. 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.
- B. Employees who serve as designated members of the Union's meet and confer team will be allowed

#### Section 8: Duplicate Address

reasomable use of County time, when meeting with the County on successor MULTA/Agreements, for other meetings and confer sessions, and for other formal meetings regarding matters within the scope of representation. Three Six months prior to the expiration of the current MULTA agreement, members of the meet and confer team and/or bargaining team shall be granted reasonable release time with notice to appropriate county defense. May be allowed reasonable release time for preparation while applying for office to superintend.

A. **Motionability**: If not protected by the County's quasi-jurisdiction, the County will protect the Union with the exception of addresses of its dues paying members and new employees of the County.

B. **The effect to the County of providing such addresses shall be borne by the Union in full liability.**

C) \_\_\_\_\_ It is the Lessor's responsibility to make arrangements for a Head Start Paying member (either within the community or elsewhere) to agree not to use it for any purpose, including loan purposes.

D) \_\_\_\_\_ Should any disputes arise regarding the application of this Section, they shall be discussed and resolved between the Lessor and the County Administrative Office.

A. The County shall provide time off without loss of pay to serve on a jury or appear as a witness, as provided for in the Kern County Administrative Procedure and Policy Manual, Chapter I Section 125.3.

Unless otherwise specifically provided by statute or order of the Board of Superintendents, 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

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 subpoenas and other paid time off relating to witness appearances which the County is required by law to pay.

125.3.

The County shall provide time off without loss of pay to serve on a jury or appear as a witness, as provided for in the Kent County Alternative Procedure and Policy Manual, Chapter I Section

1

#### **Section 1. Jury Duties and Appearances**

#### ARTICLE IV - PAD LEAVE

Extra help shall mean a classified service required because of temporary limited-term or seasonal needs, limited to a period not to exceed nine (9) calendar months, provided there shall be no such reappointment within any department for sixty (60) days. The Union acknowledges that the County has full discretion on how many extra help employees it will hire at any given time. Notwithstanding this MOU, nothing in this MOU shall be construed to expand the rights of extra help employees, except as stated in the MOU. Nothing in this MOU shall preclude the County from hiring retired employees at its discretion.

- 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. Paid Sick Leave

All employees shall accrue paid sick leave according to Section 118 of the Kern County Policy and Administrative Procedures Manual.

#### Section 3 – Winter Recess – Same as permanent bargaining unit

### ARTICLE V – COMPENSATION

#### Section 1. 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. (rest periods excepted).
  2. Time for which compensatory time off or overtime is earned.
- E. An employee shall be entitled to shift differential pay for the entire shift (not just the five (5) hours necessary qualifying time).

#### Section 2. Overtime Compensation

During the term of this MOU, employees shall be eligible for overtime compensation or compensatory time off (CTO) in accordance with Chapter 3.24 of the Kern County Ordinance Code.

For the purposes of this section, employees covered by this MOU shall only be eligible to earn overtime compensation or CTO for all hours actually worked over a total of 40 hours in a workweek. Eligible hours worked shall not include holidays or paid leave time (i.e., vacation, sick leave, CTO, jury duty, etc.). A workweek shall mean the period of time beginning at 12:01 on Saturday and ending 168 hours later.

Same as permanent bargaining unit.

### Section 3. Travel Expense

at no cost to the employee.

Any employee required to wear a County designated uniform shall be provided the uniform by the County

### Section 2. Uniforms

Administrator.

Summary Plan Documents, which may be revised from time to time at the discretion of the Plan E. The County will continue to provide medical and prescription drug coverage as described in the

insurance plans and/or enroll eligible dependents.

D. The County will continue to provide an annual open enrollment for employees to change health

not enroll in the County's health insurance program until the next open enrollment period. C. 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. New employees who decline coverage may

will not contribute any amount toward the payment of premiums for the employee's dependents. B. The County will contribute toward the payment of the employee's premiums for County-sponsored medical and prescription drug coverage, at an amount equal to or greater than the minimum health care affordability standards required under federal law, based on a percentage of hourly pay. The county

to requirements of the County of Kern Health Benefits Eligibility Policy for Extra Help and Temporary qualified dependents in County-sponsored medical and prescription coverage upon initial hire, subject A. All employees covered by this MOU shall be provided the opportunity to enroll themselves and

### Section 1. Medical and Prescription Drug Coverage

## ARTICLE VI - BENEFITS

J. 2018.

The County shall meet with the Union no later than March 31, 2018, to review and identify Extra Help classifications that are paid less than the equivalent or same premium classification. The parties shall jointly recommend to the Board, quantify the identified Extra Help classifications, for implementation no later than July

### Section 3. Salary Schedule Equalization

perform a critical part of the employee's job. County agrees to pay \$25 per pay period for those positions, which require written bilingual skills to include the position requiring bilingual abilities. The County shall expand the Bilingual Pay Program to a designated period for those pay periods in which an eligible employee is assigned to a classification that are paid less than the equivalent or same premium classification. The parties shall jointly

### Section 4. Bilingual Pay

Extra help employees covered by this agreement shall not be placed in a standby or availability pay status.

### Section 3. Standby and Availability Pay

~~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 County Administrative Procedures Manual. The County shall review the mileage and per diem expenses at least annually for rate adjustment.~~

#### Section 4. Tools

Employees required as a condition of employment 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.
3. All tools that are not required by the County, as a condition of employment shall be provided by the County.

#### ARTICLE VII - RECOVERY OF OVERPAYMENTS OR CORRECTION OF UNDERPAYMENT OF WAGES OR EMPLOYEE BENEFITS

~~Same as permanent bargaining unit 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.

## EXCLUSIONS

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

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

Supervisor: The person to whom an immediate supervisor reports.

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

Employee: Any extra help employee in the service of the County.

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

application or deviation from a departmental policy.

Grievance: A complaint by an employee, alleging a violation of this MOU, rules and regulations (except grievance) 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 practice.

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

## DEFINITIONS

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

To assure fair and equitable treatment of all employees.

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

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

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

To informally settle disagreements at the employee-supervisor level.

## OBJECTIVES

### ARTICLE VIII - GRIEVANCE AND ARBITRATION PROCEDURE

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.

2. In the event an employee is suspended a substantial portion of wages or benefits temporarily due, on a payroll warrant, the Auditor-Cashier Clerk may issue a salary advance.

1. An employee who is suspended on a payroll warrant will receive a corrected payroll in the next available payroll cycle.

B. As a result of an administrative error, any employee of the County receives payment of wages or benefits less than legally due, the County will reimburse the employee by one or more of the following methods:

1. Work assignments.
2. Salary matters.
3. Matters 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.
8. Grievances filed after an employee's extra help appointment has terminated or expired.

#### 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 the expiration or termination of the employee's extra-help appointment) an employee will promptly

- 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 of the receipt of the grievance form, together with any supporting documents attached to the grievance form, to the formal grievance procedure. The supervisor shall hold a formal meeting with the employee and discuss the formal grievance to review the facts, gather all supporting documents, discuss the complaint and proposed solution, and determine if no decision is rendered. The supervisor shall hold a formal meeting with the employee within five (5) days of the receipt of the grievance form, together with any supporting documents attached to the grievance form. The supervisor will issue a written decision on the original grievance form within five (5) days of the close of the formal meeting. The supervisor will discuss the proper appeal procedure, and describe to the employee the formal grievance to the next higher level of supervision (immediate supervisor) and every level up to the head of the department. The person occupying the next higher level of supervision (immediate supervisor) shall be included with the appeal to the next higher level of supervision and department head jointly. At this time, all appeal to the next higher level of supervision and department head will 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 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 appeal to the next higher level of supervision and department head will 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, the employee may appeal to the County Administrative Officer (CAO) within five (5) days of receipt of the grievance. The CAO or his/her designee will review the original grievance, all supporting documentation, the decision to the employee, and issue a written decision within ten (10) days of receipt of the grievance. The CAO or his/her designee will review the original grievance, all supporting documentation, the decision to the employee, and issue a written decision within ten (10) days of receipt of the grievance. The CAO or his/her designee will review the original grievance, all supporting documentation, the decision to the employee, and issue a written decision within ten (10) days of receipt of the grievance.
- If the grievance is submitted to advisory arbitration, shall, within five (5) days of receipt of the grievance, set a date for a meeting to:
- I) Attempt to settle the grievance.
- If the grievance is submitted to advisory arbitration, the grievant, his/her representative, if any, and the CAO, or his/her designee, shall, within five (5) days of receipt of the grievance, submit the grievance to advisory arbitration.

## FORMAL GRIEVANCE PROCEDURE

Grievance forms are available in the department for this purpose.

Employee may utilize the formal grievance procedure within five (5) days of the meeting, or if the employee is not satisfied with the decision, the use of the formal grievance procedure is not exceeded with the employee preceding the use of the formal grievance procedure. If the supervisor fails to reply to the employee notification is given the immediate supervisor by the employee. Such initial discussion shall may informally discuss the complaint with the next higher level of supervision, provided prior circumstances where the nature of the complaint involves the immediate supervisor, the employee and informally meet to discuss the complaint with his/her immediate supervisor. In those

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

#### SELECTION OF THE ADVISORY ARBITRATOR

If the parties fail to agree on an arbitrator, a list of five (5) neutrals will be jointly requested from either the Federal Mediation Service, the State Mediation and Conciliation Service, or the American Arbitrator's Association. The agency will be mutually selected.

The parties shall select a neutral by alternately striking a name from the list, with the remaining name being the selected neutral. Should both parties agree that the first list submitted is unsatisfactory, the parties may request a second list.

The arbitration 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 is binding upon approval by the Board of Supervisors.

The cost of the arbitrator shall be borne equally between the County and the grievant. Each party shall bear its own costs relating to arbitration including, but not limited to, witness fees, 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. ~~Same as permanent bargaining unit. 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 expire August 27, 2017.

Service Employees International Union Local #521;

Deborah Narvaez, Regional Director  
Service Employees International Union

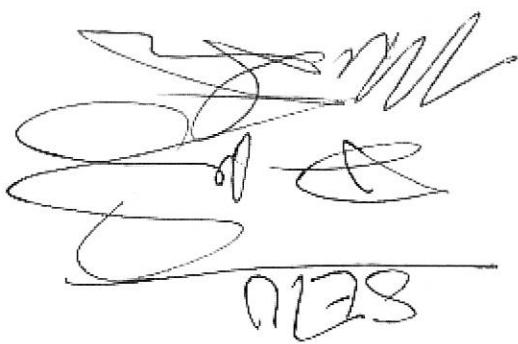
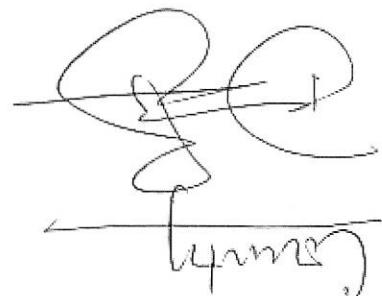
Zach Serivmer, Chairman  
Board of Supervisors

Devon Brown, Chief Human Resources Officer  
County Administrative Office

James Braninen, Deputy County Counsel

TA 12/5/17

Bargaining Team Member



This Memorandum of Understanding entered into and signed this \_\_\_\_\_ day of \_\_\_\_\_, 2017.