

Negotiations between Service Employee International Union, Local 521 and
Kern County
Proposal #14

DATE: 12/05/17
TIME: _____

ARTICLE 2 GENERAL PROVISIONS
Contracted Services** SEE ATTACHED

ARTICLE III RIGHTS OF PARTIES
(NEW ARTICLE) NEW EMPLOYEE ORIENTATION SEPARATE TABLE

ARTICLE V COMPENSATION

Overtime Compensation
Salary Adjustment

MP dated 12/05/17
SEE ATTACHED

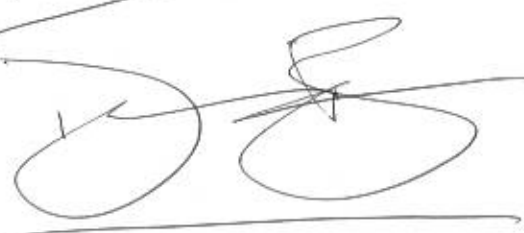
Article X Duration OF THE MOU **

MP 12/05/17
- UP 08/28/17 -

Extra Help Agreement SEE ATTACHED

The same provisions of the general unit agreements and what is outlined herein, shall apply to the
Criminal Justice Unit.

ALL OTHER ARTICLES NOT SPECIFICALLY MENTIONED ABOVE WILL BE NEGOTIATED AT A
LATER DATE OR WILL REMAIN AS UNION'S POSITION IN IT'S INITIAL PROPOSAL, NO CHANGE OR
HAVE BEEN T.A.'D. THE UNION RESERVES THE RIGHT TO MODIFY AND/OR AMEND IT'S PROPOSALS.

TA 12/5/17

County

5:46p

SEIU

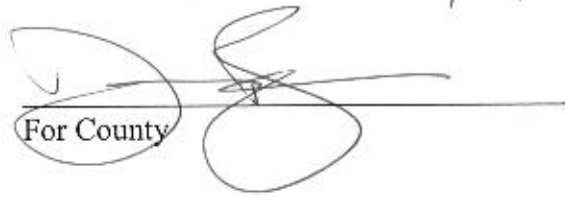

SUBJECT/ISSUE: Article II – General Provisions, Section 9 – Contracted Services

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 will contract out all the remote General Services 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.~~ "Remote" General Services maintenance, landscaping, and custodial services shall mean these services currently provided by County employees, both permanent and extra help, at any location, place, facility, building, park or structure located more than three miles from the County Administrative Building.
- D. Existing permanent employees shall not be laid off as a direct result of the contracting out of remote General Services maintenance, landscaping, and custodial services pursuant to this Section.
- E. Existing permanent employees who are providing remote General Services maintenance, landscaping, and custodial services and maintain their primary residence in the area they service shall continue to provide those services until they move to a non-remote area, or separate employment from the County.
- F. The County agrees that any contract for remote maintenance, landscaping, and custodial services shall apply the prevailing wage.
- G. The County shall provide updates to the Union, ^{up to two times per year} every six months at the County-wide Labor Management meeting, to analyze costs of the contract, ^{and} cost savings achieved, quality of services provided by the contractor, including but not limited to:
- Staffing changes that are scheduled to occur with bargaining unit employees
 - Measurables outlined by the County for contractors in the agreement
 - Potential impacts to bargaining unit employees outside of General Services that are employed under other County Departments including limitations with background checks that could disrupt delivery of

If during the term of this agreement and successor agreements, estimated savings are not achieved by the County, the parties shall ^{meet and confer} collaborate to bring services back in to bargaining unit employees.

Tentative Agreement Date: 12/5/17


For County


For SEIU

Proposed Contract Language Revision

Section 7. Salary Adjustments

- A. ~~Through~~During the term of this ~~MOU Agreement~~, ~~the Kern parties agree to~~County will continue payment of the biweekly "New Employee Premium Pay", equal to ~~6%~~six percent of base salary for those employees hired on or after October 27, 2007, ~~and who~~ are earning retirement service credit under Government Code section 31676.01 commonly referred to as 1.62% ~~@~~at age 65. The ~~six percent (6%) biweekly premium pay~~New Employee 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~~defined benefit formula.
- B. In an effort to improve retention of quality Kern County employees and to reward its employees for continuing to provide excellent public service, Kern County agrees to provide the employees covered by this Agreement, one-time, non-pensionable retention bonuses during the term of this Agreement as follows:
1. Employees hired as of the date of the execution of this Agreement shall receive a \$500 non-pensionable retention bonus, which shall be received in each employees pay warrant for the first full pay period that follows the execution of this Agreement.
 2. Employees hired as of July 1, 2018 shall receive a \$500 non-pensionable retention bonus, which shall be received in each employees pay warrant for the first full pay period that follows July 1, 2018.
 3. ~~Should the Kern County Employees' Retirement Association determine that such retention bonuses are deemed pensionable compensation or compensation earnable; each employee shall be responsible for paying the full cost of providing these retention bonuses through additional payroll deductions.~~
- C. ~~If after the date of execution of this MOU~~During the term of this Agreement, if they Kern County comes to agreement with another recognized employee organization (REO) that ~~includes for~~ an equivalent salary range adjustment (i.e., 2% cost of living) for all classifications covered under the agreement, then ~~the Kern~~ County will implement the same equivalent salary range adjustment for all employees covered by this ~~MOU Agreement~~, unless the agreement includes an exchange of a current benefit from the REO. Should reclassifications or salary adjustments be made to individual bargaining unit classifications during the term of this Agreement, and this Section is triggered by another REO, the parties agree that those actions shall be inclusive of the equivalent salary adjustments
- D. 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.

~~E~~ 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.

~~E~~ ~~Within the first six months of the effective date of~~
~~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 commencement of the next fiscal year, additional step level~~
~~and~~

Tentative Agreement: 12/5/17



County of Kern

SEIU



SEIU
[Signature]

12/5/17
TA
[Signature]
SEIU 521 Proposal - 12/05/17
[Signature]

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

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 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 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.

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

- Same as permanent bargaining unit. 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 Employer-Employee Relations Resolution 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 County Administrative Office and the affected department heads(s). The Union agrees not to post any notices that concern job actions or the political activities of the Union.~~
- 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 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

Same as permanent bargaining unit.

~~Employees covered by this agreement 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 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 Employer-Employee Relations Resolution. 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. Same as permanent bargaining unit.~~

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~~

reasonable use of County time, when meeting with the County on successor ~~MOUs~~ Agreements, for other meet and confer sessions, and for other formal meetings regarding matters within the scope of representation. ~~Three-Six~~ Three-Six months prior to the expiration of the current ~~MOU~~ Agreement, members of the meet and confer team ~~and/or bargaining team shall be granted reasonable release time with notice to appropriate county designee.~~ may be allowed reasonable release time for preparation with appropriate notice to supervisors.

Section 8. Employee Addresses

Same as permanent bargaining unit.

~~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 County Administrative Office.~~

Section 9. Extra Help Employment

Extra help shall mean employment in the 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. 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.

ARTICLE IV - PAID LEAVE

Section 1. Jury Duty\Witness Appearances

- 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 1 Section 125.3.
- 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. 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.

Section 3. Standby and Availability Pay

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

Section 4. Bi-lingual Pay

In accordance with Chapter 1, Section 118 of the Kern County 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 5. Salary Schedule Equalization

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 permanent classification. The parties shall jointly recommend to the Board, equalizing the identified Extra Help classifications, for implementation no later than July 1, 2018.

ARTICLE VI – BENEFITS

Section 1. Medical and Prescription Drug Coverage

- A. All employees covered by this MOU shall be provided the opportunity to enroll themselves and qualified dependents in County-sponsored medical and prescription coverage upon initial hire, subject to requirements of the County of Kern Health Benefits Eligibility Policy for Extra Help and Temporary Employees.
- 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 will not contribute any amount toward the payment of premiums for the employee's dependents.
- 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 not enroll in the County's health insurance program until the next open enrollment period.
- D. The County will continue to provide an annual open enrollment for employees to change health insurance plans and/or enroll eligible dependents.
- E. The County will continue to provide medical and prescription drug coverage as described in the Summary Plan Documents, which may be revised from time to time at the discretion of the Plan Administrator.

Section 2. Uniforms

Any employee required to wear a County designated uniform shall be provided the uniform by the County at no cost to the employee.

Section 3. Travel Expense

Same as permanent bargaining unit.

~~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 provide 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.~~

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 extra help employee in the service of the County.

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.
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

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, the employee may appeal the decision to the County Administrative Officer (CAO) within five (5) days from receipt of the department head's decision. In his/her appeal to the CAO, all supporting documents must be attached to the grievance form, together with the grievant's reason for appeal and stated remedy requested.

The CAO 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 CAO or his/her designee, the employee may, within thirty (30) days of receipt of the decision, submit the grievance to advisory arbitration by written request to the CAO.

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 grievant's request, set a date for a meeting to:

- 1) Attempt to settle the grievance.

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

SELECTION OF THE ADVISORY ARBITRATOR

If the parties fail to agree on an arbitrator, a list of five (5) neutrals will be jointly requested from 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.~~

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

Service Employees International Union Local #521:

COUNTY OF KERN:

Deborah Narvaez, Regional Director
Service Employees International Union

Zach Scrivner, Chairman
Board of Supervisors

Bargaining Team Member

Devin Brown, Chief Human Resources Officer
County Administrative Office

TA 12/5/17

James Brannen, Deputy County Counsel

County


SEIU


**Service Employees' International Union, Local 521 and County of Kern
MOU Negotiations 2017**

Proposal No.: 25C
Proposal Date: December 5, 2017 TA
Proposal Subject: Overtime compensation
Packaged with: Salary Adjustments Proposal 37C
MOU Provision: Article V – Compensation, Section 3 – Overtime Compensation

Proposed Contract Language Revision

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). The County and SEIU agree to meet and confer within 30 days of either party proposing to exempt specific classification(s), with the goal to come to mutual agreement on exemption status. The County will retain the right to consider classification(s) exempt as allowed under the Fair Labor Standards Act.~~ For all employees covered by this Agreement, "overtime" is defined as all actual hours worked by an overtime-eligible employee over a maximum of 40 hours in his or her workweek. Non-productive paid hours such as vacation, sick leave, compensatory time off, non-worked paid holidays, etc., shall not count as actual hours worked under this Section. Work time spent on jury duty shall be considered hours worked under this Section.
- B. Overtime shall be compensated at one and one-half times the employee's regular rate of pay, as defined under the Fair Labor Standards Act of 1938 ("FLSA"). Only actual hours worked shall be counted toward the applicable threshold for purposes of calculating overtime owed under the FLSA. All overtime entitlements shall be computed to the nearest tenth of an hour (6-minute increments).
- C. In lieu of cash compensation for overtime, overtime-eligible employees may earn up to a maximum of 120 hours of compensatory time off ("CTO"). CTO will be earned at a rate of one and one-half hours for each hour of overtime worked. An employee who has accrued CTO shall be permitted to use such time within a reasonable period after making a request if the use of CTO does not unduly disrupt the operations of the department.
- D. Upon separation of employment any unused CTO will be paid out according to the FLSA and its implementing regulations.
- E. Employees covered by this MOU who are classified as exempt under the FLSA shall not be eligible to receive overtime or to accrue compensatory time off.
- F. To the extent that there is a conflict between the terms of this section and any other Kern County ordinance, policy or procedure regarding overtime, this section shall supersede. In all other cases, the existing policy of Kern County and its departments shall continue to remain in full force and effect.

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.~~

**Service Employees' International Union, Local 521 and County of Kern
MOU Negotiations 2017**

Proposal No.: 33C
Proposal Date: November 14, 2017
Proposal Subject: Bereavement leave changes
MOU Provision: Article IV – Paid Leave, Section 2 – Sick Leave

Proposed Contract Language Revision

Section 2. Sick Leave

A. ~~A. A.~~ In accordance with the Healthy Workplaces, Healthy Families Act of 2014, employees are entitled to utilize accrued leave for the following reasons:

1. Diagnosis, care, or treatment of the employee's existing health condition or preventive care for an employee; or
2. Diagnosis, care, or treatment of an existing health condition of, or preventive care for an employee's family member. For the purposes of using sick leave under this policy only, "family member" shall mean an employee's parent, child, spouse, registered domestic partner, parent-in-law, sibling, grandchild, or grandparent.

In addition, with appropriate certification an employee who is a victim of domestic violence, sexual assault, or stalking may use accrued paid sick leave under this policy for the following reasons:

1. To obtain or attempt to obtain any relief, including, but not limited to a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of the victim or the victim's child;
2. To seek medical attention for injuries caused by domestic violence, sexual assault, or stalking;
3. To obtain services from a domestic violence shelter, program, or rape crisis center;
4. To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking; or
5. To participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.

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

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

BC. Unused sick leave may be accumulated up to a maximum of 1152 hours.

- CD. Sick Leave Payoff Schedule - employees covered by this MOU Agreement 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.

- DE. ~~Employees shall not be downgraded on their Employee Performance Reports for being absent pursuant to a leave governed by the provisions of~~ Usage of paid sick leave shall be administered according to the provisions of Section 118 of the Kern County Administrative Policy and Procedures Manual.

- F. 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.

- FG. Bereavement Leave

1. Employees covered by this MOU Agreement shall be eligible for up to three days per incident and a maximum of 10 days of paid bereavement leave each calendar year.
2. Bereavement Leave shall be limited to time off in the case of the death or funeral of an immediate family member.
3. "Immediate family member" shall be defined according to Section 118.2 (d) of the Kern County Administrative Policy and Procedures Manual.
4. Usage of this leave shall not limit an employee's ability to use family sick leave or accrued vacation subject to the requirements of this Agreement and/or the Kern County Administrative Policy and Procedures Manual.

4.5. Bereavement This leave ~~may~~ will not be accrued, and shall have no cash value if unused by the employee.

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SE 10

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**Service Employees' International Union, Local 521 and County of Kern
MOU Negotiations 2017**

Proposal No.: 43B
Proposal Date: November 14, 2017
Proposal Subject: Winter Recess
MOU Provision: Article IV – Paid Leave, Section 7 – Winter Recess

Proposed Contract Language Addition

Section 7. Winter Recess

- A. Departments that are able to close (or Division(s) if entire Department is unable to close) between December 26, 2017 and December 28, 2017 and between December 26, 2018 and December 28, 2018 shall close operations to the public for Winter Recess. The determination for closure shall be made by the Department Head and subject to final approval of the Board of Supervisors.
- B. Three paid days will be made available to all employees to use during Winter Recess.
- C. If a Department and/or Division is unable to close during this period, three paid days will be made available to use within each successive calendar year. Any unused days shall be forfeited. These "Winter Recess" exchange days shall be scheduled in the same manner as vacation.
- D. Employees covered by this Agreement must commence employment prior to December 26 in each year to be eligible to for paid Winter Recess or exchange days under this Section. Employees in an unpaid leave of absence status during the Winter Recess shall be entitled to these hours once the employee returns to active paid status.
- E. No payment for unused Winter Recess hours shall be permitted. Winter Recess hours are not counted as hours worked for overtime compensation.
- F. This Section shall sunset and expire with the term of this agreement.

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**Service Employees' International Union, Local 521 and County of Kern
MOU Negotiations 2017**

Proposal No.: 41E
Proposal Date: December 5, 2017
Proposal Subject: Health benefits
MOU Provision: Article VI – Benefits, Section 1 – Medical/Dental/Vision/Prescription

Proposed Contract Language Revision

- A. All employee covered by this MOU-Agreement 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, including ~~ed~~ the possibility of providing mental health benefits through the Kern County Mental Health Department.
- G. 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~~ March 15, 2016.
 2. Employees hired prior to the ~~execution date of this MOU~~ March 15, 2016 shall have the option to discontinue participation in the RHPSP, under the following terms:
 3. Employees who discontinued participation in the RHPSP prior to the effective date of this Agreement

JA 12/5/17

MKS JN¹

- 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:~~
 - ia. ~~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.~~
 - ib. ~~Employees who opt out and retire at or after age 70 will not receive any employer contribution.~~

34. Employees hired prior to the execution date of this MOU March 15, 2016, who do not opt out of the ~~RMPSP~~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.

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

6-5. _____

- 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.


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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.

County

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**Service Employees' International Union, Local 521 and County of Kern
MOU Negotiations 2017**

Proposal No.: 40B
Proposal Date: November 14, 2017
Proposal Subject: Two-year agreement
MOU Provision: Article X – Duration of the MOU

Proposed Contract Language Revision

- A. Upon ratification by the SEIU membership and approval by the Board of Supervisors, this ~~MOU Agreement~~ 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~~ August 28, 2015-2017 ~~to through August 27, 2017~~ October 31, 2019.

CLARIFICATION/INTENT:

The purpose of this proposal is to lay a basic foundation of workload/caseload language that provides for employees to not be solely responsible for finding coverage for their caseload/workload when on approved time off or out ill, which is the responsibility of the County. Creating an expectation that productivity and cases are assigned while on leave or in meetings directly related to the enforcement or successor negotiations of this Agreement does not create an environment of quality public services and compromises employee's ability to focus on accuracy and the clients they serve. The Union is open to continuing to meet and confer to develop a method that meets the needs of the County and improves the working conditions and morale of employees. 11/7/17

Article III**Section 12 – Workload (NEW)**

1. Within the term of this Agreement, the parties agree to meet and confer to determine or develop workload standards for a unit, or to re-evaluate already agreed upon workload standards for Department of Human Services, Aging & Adult Services, Child Support Services and Behavioral Health and Recovery Services, including distribution of monolingual non-english cases. DB upto DB
2. The parties agree to have up to five (5) Union representatives and five (5) County representatives at each departmental Labor Management committee, to address workload in the departments mentioned in Section 1 above. The Union shall select their representatives to address workload issues.
- ~~1. While the parties develop workload standards, Workloads and workload standards shall be~~
3. ~~based, to the extent possible, on time and quality requirements. Standards and workloads shall be considered to include all work and actions assigned and/or required. Workloads will be made on the basis of what can be reasonably completed in an eight (8) hour workday/forty (40) hour work week. Tasks will not be assigned when the worker is absent or off schedule, with exceptions based on Local, State and Federal law. In task based~~
- Within 30 days of ratification the parties shall meet to address how tasks are assigned when the worker is absent or off schedule. 1 DB

CLARIFICATION/ INTENT:

Due to on-going negotiations, we are now proposing that all employees receive one (1) day as a floating paid day off for all bargaining unit employees to utilize in calendar year 2018 since Veterans Day in 2017 is no longer possible. Moving forward into perpetuity, Veterans Day will be observed and added as a County holiday.

Article IV

Section 5 - Holidays

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

1. New Year's Day
2. Martin Luther King's Birthday (third Monday in January)
3. Memorial Day (last Monday in May)
4. Washington's Birthday (3rd Monday in February)
5. 4th of July
6. Labor Day
7. Veterans Day (effective calendar year 2018 and thereafter)
- 6-8. Thanksgiving Day
- 7-9. Day after Thanksgiving
- 8-10. Christmas Eve
- 9-11. Christmas Day
- 10-12. New Year's Eve

B. For the calendar year 2017, all bargaining unit employees shall receive 1 Floating paid day off to utilize upon ratification of this agreement through December 31, 2018. This Floating day shall not roll over to the following calendar year and shall not be unreasonably denied by the County.

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C. Regular part-time employees covered by this Agreement shall have their holidays governed and compensated according to by Section 123.6 of the Kern County Policy and Administrative Procedures Manual.

B.D. Regular full-time employees covered by this Agreement shall have their holidays governed and compensated solely according to the terms of this Section.

D. All ~~H~~ holidays listed above that, which fall on a Saturday, shall be observed on the previous Friday. All ~~H~~ holidays listed above that which fall on a Sunday shall be observed on the following Monday.

E. ~~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.

F. ~~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.

G. ~~5.~~ ~~The~~ An actual holiday shall be defined as the day of the week on which the holiday falls.

H. ~~6.~~ A designated holiday shall be the day observed in lieu of the actual holiday pursuant to subsections C, D and/or F above.

I. ~~7.~~ Employees regularly scheduled to work on an actual or designated holiday shall receive their regular pay for all scheduled hours during that day. In addition, such employees shall be entitled to holiday compensation if they actually work on the actual or designated holiday.

J.I. ~~8.~~ In no event shall an employee receive holiday compensation for both the actual and designated holiday.

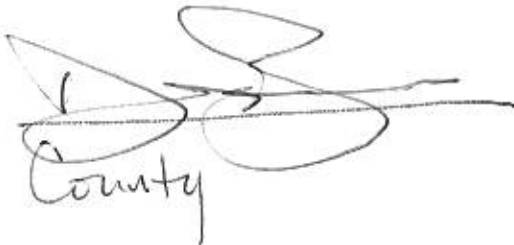
JK. ~~9.~~ ~~If the policy of the employee's department is to pay cash for overtime, the~~ At the employee's discretion, an employee's holiday compensation shall be in the form of cash. ~~If the policy of the employee's department is to compensate the employee with or compensatory' time~~

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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} ~~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 DN
equal one and ~~one-half~~ hours credit for each hour worked including, ~~but not limited to, hours~~ DB
~~worked in excess of eight hours.~~ Holiday pay and overtime pay shall not be paid for the same
hours worked.

L. 10: Employees who are not regularly scheduled to work on either the actual or designated
holiday shall receive ~~eight hours~~ straight time CTO credit for all hours of the employee's regular
schedule. 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~~ Article V,
Section 3 of this Agreement.

11/7/17


County


SEIU
for [illegible]

Service Employees' International Union, Local 521 (SEIU)

And

County of Kern (County)

MOU Negotiations 2017

County Proposal # 34

Tendered to the SEIU: August 28, 2017

Included with Package Proposal #8

SUBJECT/ISSUE: Article IV – Paid Leave, Section 4 – Vacation

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 a~~ minimum of 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 a~~ minimum of 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. Vacation requests shall be responded to within 10 business days following the submission by the employee With respect to employees with maximum vacation accruals, if the

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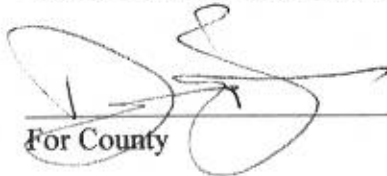
employee has been denied a proper written request for a vacation and subsequently submits a second proper written request for a vacation for a different period of time, and that second request is denied, the employee shall upon written request, be entitled to receive cash in an amount equal to the amount 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 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.

Tentative Agreement Date: 11/7/17


For County


For SEIU


Corrective Action Plan
or equivalent
DB JRU

CLARIFICATION/INTENT:

This proposal is a reflection of conversations at the table wherein the County and the Union were close to an agreement on the language included herein. The proposed language changes by the Union ensure that the County will seek volunteers first, before mandating standby, which has interfered with workers ability to remain on an approved leave. It also ensures that a schedule for Standby will be created and maintained so that all employees are aware of the schedule and able to plan accordingly. If classifications are identified in the future, to be on Standby, the parties will meet and confer.

Article VSection 4 – Standby and Availability PayA. Standby Pay

1. Definition of Standby - Only after first seeking volunteers. ~~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 she/he cannot use the time effectively for her/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 her/his home or with County officials where she/he may be reached, or is merely required to be available via a beeper, pager, ^{not DB} ~~or other~~ communications device, ^{DN} ~~is not~~ working while "on-call" and shall be considered ~~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.

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[Signature]

3. A department head seeking to place employees on standby duty shall first, make a reasonable effort to solicit volunteers prior to mandating any employee in Standby/Availability.

3.—

B. Availability Pay

1. ~~It is agreed by the parties that because of~~ Due to urgent situations, employees in certain classifications must frequently be available to report to work outside their regular work schedule, upon request of their department head or designee in the manner required by their department head. Such employees shall be required to wear carry an 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, or (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.

3. A department head seeking to place employees on standby duty shall first, make a reasonable effort to solicit volunteers prior to mandating any employee in Standby/Availability

4. ~~Employees required to respond~~ to remain available 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.

5. ~~Employees required to respond to phone calls~~ remain available to provide an after-hour service response, but who do not return to work, shall only be eligible for a minimum of 30 minutes call back overtime pay, and compensated for the actual time they work over 30 minutes, - rounded to the nearest tenth of an hour.

DB EN

TA 11/9/17
DN
2

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 of to this MOU Agreement.~~
6. The parties agree to meet and confer regarding the addition of other classifications to Appendix A at any time during the term of this Agreement. The Kern County- Chief Human Resources Officer ~~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 Agreement~~. None of the Ordinance Code or provisions relating to standby or availability pay shall apply to those employees.

11/7/17


County




SEIU


Service Employees' International Union, Local 521 (SEIU)

And

County of Kern (County)

MOU Negotiations 2017

County Proposal # 5A

Tendered to the SEIU: October 18, 2017

Included with Package, Proposal #8

SUBJECT/ISSUE: Article V – Compensation, Section 2 – Shift Differential

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;~~

EB. 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.
- 2.3. The County shall not change the starting hours of employees, for the purposes of avoiding shift differential pay.

EC. 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.

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

TA
11/7/17
DN

E. The County agrees to meet and confer regarding additional differential pay during the term of this Agreement should the County propose any additional shifts assignments on the weekend.

Tentative Agreement Date: 11/7/17

For County

For SEIU




CLARIFICATION / INTENT:

This proposal is based on previous counter proposals from the County which are reflected herein. This process allows the parties to begin addressing outdated classifications and pay scales that limit and/or hinder recruitment and retention of qualified staff.

Article V

Section TBD – Classification & Compensation

The County and the Union shall meet and confer no later than thirty days upon after ratification of this Agreement, to identify and prioritize those job classifications/job descriptions that are difficult to recruit and retain; specifically to review and revise potential changes to salary range, job specification, and flexible classification series eligibility.

The intent of this meet and confer will be to develop a process and schedule upon which to review identified classifications throughout the term of this Agreement and implement. The parties agree that first priority will be for those job classifications that do not have a fiscal impact to the County's General Fund or Fire Fund.

The County shall prepare a total compensation study using its comparable counties for each classification included within the schedule, after first meeting with the Union to review the comparable Counties and defining total compensation for the purposes of the study.

The parties shall continue to meet and confer during the term of this agreement regarding the potential implementation of any changes for each scheduled job classification.

~~should be reviewed and prioritization of those classifications to be reviewed and studies initiated. This includes but is not limited to developing employee and employer survey, comparable positions in comparable Cities and Counties and methodology for review.~~

TA
11/7/17
JN


The results of classification study results shall be reviewed in its entirety by the parties prior to going to the Board.

The parties agree to meet quarterly on this article to prioritize implementation during the term of the agreement.

TA

11/7/17



SEIU



County

Article III

Section 5 –Official County Personnel Files

11/7/17
@ 2:35pm

- 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 within three (3) business days.
- B. The County reserves the right to charge an appropriate fee for duplication of records in the employee's personnel file.
- C. Written Reprimands and/or counseling memos that are not relevant to the current performance year annual evaluation period, and not part of a recurring pattern within the last 24 months, shall not be referenced in annual employee performance evaluations:reports.

11/7/17


SEU


County



Service Employees' International Union, Local 521 (SEIU)

And

County of Kern (County)

MOU Negotiations 2017

County Proposal # 27B (revised at table)

Tendered to the SEIU: October 9, 2017

Packaged with: _____

SUBJECT/ISSUE: Article VII – Recovery of Overpayment or Correction of Underpayment of Wages of 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 to reimburse the County by signing a "Request for Correction of Payroll Error" at the departmental level:

1. Repayment in cash, net of taxes, in full or by a fixed installment plan agreed to by the employee and the Auditor-Controller-County Clerk after the employee is provided documentation of the error, notice, and the opportunity to object;
2. Repayment in full, deducted from the next payroll warrant issued to the employee after the employee is provided documentation of the error, notice, and the opportunity to object. This option will only be used by the Auditor-Controller-County Clerk, with due consideration of the amount to be deducted and the amount of disposable earnings available to the employee;
3. Repayment by the reduction of accumulated vacation hours and/or compensatory time off hours by the number of hours calculated to produce a dollar amount, net of taxes, to repay the County after the employee is provided documentation of the error, notice, and the opportunity to object;
4. Repayment by fixed installment deductions from sequential payroll warrants, 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 mutually between the employee and 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 on the payroll warrant following discovery of the underpayment; 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.

Tentative Agreement Date: 10/9/17 **2:29p**


For County


For SEIU

Article III

Section 8 – Employee Addresses Information

~~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.~~

~~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.~~

- A. On the first business day following the close of each pay period, the Union shall receive a list of all current and newly hired employees covered by this Agreement, which shall include each employee's name, job title, department, work location, home address, work, home and personal cell phone numbers, personal and work email addresses on file with the County. The report shall also include the hourly rate of pay, hours worked, gross pay and union dues paid for each employee.

TA 9/20/17
DN
PSD

- B. The County shall also provide the Union with a list of all employees who have separated from employment due to retirement on the first business day following the close of each pay period.
- C. The County shall also provide the Union with a list of employees transferred into or out of the bargaining unit.
- D. All information provided pursuant to this section will be sent in an electronic format.
- E. The County shall not provide to any third party, requests for information about the bargaining unit names, home addresses, home and cell numbers, birthdates, work and personal email address, to protect members from harassment and invasion of privacy, except as provided under Government Code Section 6254.3.

9/20/17 @ 4:06pm


County



SEIU
P812

Date: 9/20/17

Article IISection 4 – Payroll Deduction

Deductions - The County agrees to continue the present union dues check off system whereby dues, as certified by the Union to be ^{covered by this Agreement} current, will be deducted and paid to the Union, subject to the provisions of the EERR. Any employee who has agreed to a payroll deduction pursuant to this Section, or is receiving a payroll deduction for a representation fee pursuant to Article II, Section 4, may stop those deductions by mailing written notice to the County and to the Union Bakersfield office during the last fifteen days in the month of August, preceding the expiration of this Agreement.

~~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.~~

Employees may provide express authorization for payroll deduction and/or COPE contributions by submitting to the Union a written membership application form, through electronically recorded phone calls, by submitting the Union on online deduction authorization, or by any other means of indicating agreement allowable under state and federal law.

The Union will submit to the County a list of members who have authorized payroll deduction and shall provide the County with verification that payroll deduction and/or COPE contributions have been authorized by the employee. The County shall accept confirmations from the Union that the Union possesses electronic records of such membership and give full force and effect to such authorizations as "written authorization" for purposes of this Agreement.

9/20/17 TA@ 3:32p


County


SEIU

Article III

Section 7 – Release Time

- A. ~~Up to four~~ ten (10) employees may be designated as members of SEIU Local 521 's Executive Board and/or Chapter Officers, shall be granted a reasonable use of County time to perform their union duties. Time off shall be granted with notice to appropriate county designee. Time off will be granted unless the operational needs of the department prevent the absence of the employee.

~~reasonable release time for preparation with appropriate notice to Supervisors.~~

- 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 shall be granted with notice to appropriate county designee. Any denial of union release time/los time leave must be made in writing with an explanation for the denial. Time off will be granted unless the operational needs of the department prevent the absence of the employee.~~

MOVING to separate proposal for NEO

- ~~Shop stewards and/or chapter officers may be allowed reasonable use of County time to attend official SEIU meetings, new employee orientation or equivalent new hire training and functions, if the meetings occur during their normal work hours. Time off shall be granted with notice to appropriate county designee. Any denial of union release time/los time leave must be made in writing with an explanation for the denial. Time will be granted unless the operational needs of the department prevent the absence of the employee.~~

- C. Employees who serve as designated members of the Union's meet and confer team shall will be allowed reasonable use of County time, when meeting with the County on successor- MOUs Agreement, for other meet and confer sessions, and for other formal meetings regarding matters within the scope of representation. ~~Four~~ Six months prior to the expiration of the current MOU Agreement, members of the meet and confer team

Handwritten initials and a star symbol.

DB

and/or bargaining team, ~~time off~~ shall be granted reasonable release time with notice to appropriate ~~to~~ county designee.

~~shall be allowed reasonable release time for preparation with appropriate notice to supervisors.~~

~~3. Time off shall be granted with notice to appropriate county designee. Any denial of union release time/loss time leave must be made in writing with an explanation for the denial.~~

D. The County acknowledges that employees who are Union board members or Shop Stewards have an important role in development and maintenance of harmonious labor relations. Further, the County acknowledges that effective representation requires participation in training and Union activities and that reasonable time off with pay should be available for such purposes. The Union acknowledges the County's priority for County programs and services and projects. The Union recognizes the need for notice and limitations in the administration of this Article. Further, the Union recognizes that an employee/Union board member or Shop Steward may have specialized skills, abilities and knowledge, which are necessary and cannot be reasonably replaced.

The County and Union agree that ^aan Union board member or Shop Steward shall be entitled, ^{DB out DN} upon 30 days written notice, to ten (10) days per calendar year time off with pay ~~e off without pay~~ for Union training and ~~activities~~. Employees on leave shall not lose ~~use compensation~~, seniority or benefits for release in accordance to this section. Any denial of union release time/loss time leave must be made in writing with an explanation for the denial. ~~Subject to the following limitations:~~

- ~~• Two (2) weeks advance notice of each absence, unless mutually waived.~~

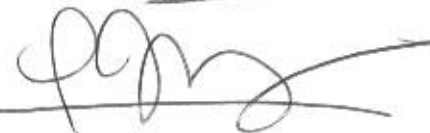
~~The Union shall reimburse the County for employee's release time within thirty (30) calendar days.~~

DB DN
upon 30 days written notice

DB

9/20/17 TA @ 3:36p

County



SEIU

Article IV

Section 3 – Pregnancy and Maternity Leaves

The County shall adhere to California and Federal Law for Family Medical Leave.

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.

The County shall meet and confer within ninety (90) days of ratification of this agreement, to update the pregnancy and maternity leaves in the Personnel Manual and/or County Policy and Procedures manual.

TA
7/20/17 @ 1:41 pm


County

SEIU


SEIU

Service Employees' International Union, Local 521 (SEIU)

And

County of Kern (County)

MOU Negotiations 2017

County Proposal # 28

Tendered to the SEIU: August 9, 2017

Packaged with: _____

SUBJECT/ISSUE: Article IV – Section 6 – Vacation Donation Plan for Catastrophic Conditions Catastrophic Leave Pay

Section 6. Vacation Donation Plan for Catastrophic Conditions Catastrophic Leave Pay

- A. Catastrophic leave benefits pay is have been established for County employees governed by this MOU Agreement who have exhausted all accumulated paid time off (vacation, sick leave and compensatory time off, etc. (CTO)). The purpose of these benefits catastrophic leave pay 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 an approved leave of absence under the California Family Rights Act ("CFRA"), the Family and Medical Leave Act ("FMLA"), or Pregnancy Disability Leave ("PDL") pursuant to the Kern County Civil Service Rules state or federal law. Catastrophic leave pay benefits are is contingent on the receipt of donated vacation time or paid time off in the manner described below.
- B. Catastrophic leave pay does not increase or limit an employee's rights to a leave of absence undershall conform to the rules for leave of absence without pay set forth in the Kern County Civil Service Rules County policy or this Agreement, except that, during that portion of the leave of absence, which is also a catastrophic leave, the employee will be continue in a paid status during that leave. 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. AAn employee is is eligible for catastrophic leave pay 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 with medical certification of the need for a leave of absence pursuant to CFRA, FMLA, and/or PDL, and after the employee has exhausted all accrued paid time off.
- E.D. Employees governed by this MOU Agreement may only donate accrued vacation time or paid time off to another employee who meets the conditions described above becomes

eligible for catastrophic leave pay. Employees may not, however, donate sick leave or CTO.

- ~~FE.~~ To begin receiving catastrophic leave donations, Employees-employees must (or their designees) requesting establishment of a catastrophic leave bank must submit a written request to the Kern County Human Resources Division. with The request must provide sufficient information to enable the Employee Relations OfficerChief Human Resources Officer or his/her designee to determine whether they are reason for the leave qualifies as catastrophiceligible.

~~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~~

- ~~GF.~~ It is the responsibility of the employee requesting catastrophic leave pay or co-workers to canvass other employees for the catastrophic leave donations, of leave credits; however dDonations must be made are voluntarily and not through; 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.

- ~~HG.~~ Donations must be a a minimum of eight (8) hours. The County will convert the donor's vacationdonations time hours to a dollar equivalent amount. Ninety percent (90%) of that dollar amount will then be converted to hours, using both the donor's and the recipient's hourly wages, resulting in hours applied to recipient's catastrophic pay.

- ~~HH.~~ Health insurance coverage and retirement contributions will continue in the same manner as if the recipient employee was on paid sick leave. The recipient employee will not accrue sick leave or vacation benefitsadditional paid time off while using receiving catastrophic leave pay.

- ~~JI.~~ Catastrophic leave shall be terminatedpay terminates when upon one of one or more of the following occurs:

- ~~1.~~ The employee has exhausted six (6) months of catastrophic leave during any twelve (12) month periodreturned to duty from an eligible CFRA, FMLA, or PDL leave of absence; or-
- ~~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 creditsAll donations have beenare exhausted.
- ~~4.~~ Death of the ill or injured employee or subject family member.
- ~~5.~~ The employee returns to full-time, active County employment.

- ~~KJ.~~ 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 rulesUpon the termination of catastrophic leave pay, all unused donations shall be forfeited the donor and recipient.

Tentative Agreement Date: 8/28/17 @ 4:45p



For County



For SEIU




1994



Article III

Section 3 – Claims Review

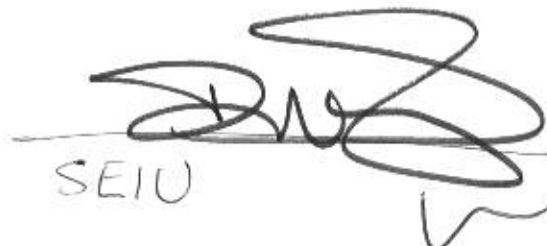
Employees who lose or damage their personal property in the course of their County employment may process a claim for reimbursement in accordance with the County claim review process as provided in Section 31^{DP}8 of the Kern County Administrative Policy and Procedures Manual.

The County agrees not to discriminate nor show prejudice to any County employee filing a claim for reimbursement of the employee's personal property, as result of damage caused by County property and/or during the course of employee's duties.

The County shall reimburse employees within a timely manner, not to exceed ninety (90) days from the time of submittal.

TA 8/28/17 @4:45p


County


SEIU

Service Employees' International Union, Local 521 (SEIU)

And

County of Kern (County)

MOU Negotiations 2017

County Proposal # 6

Tendered to the SEIU: July 5, 2017

Packaged with: _____

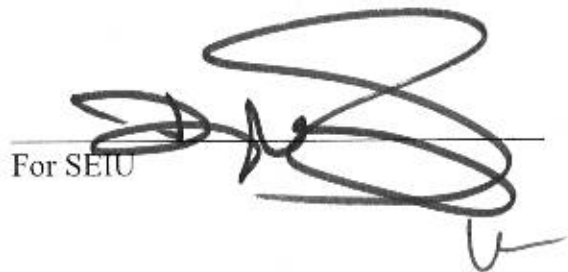
SUBJECT/ISSUE: Article V – Compensation, Section 5 – Charge Pay & Nurses Pay

~~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.~~

Tentative Agreement Date: 8/28/17 @ 4:45p


For County


For SEIU

Service Employees' International Union, Local 521 (SEIU)

And

County of Kern (County)

MOU Negotiations 2017

County Proposal # 39

Tendered to the SEIU: August 16, 2017

Counter Proposal to SEIU Proposal #1


SUBJECT/ISSUE: Article VI – Benefits, Section 7 – Travel

Section 7. Travel Expense

A. Employees required to travel on County business shall be compensated for the hours of travel according to the minimum requirements set forth in the Fair Labor Standards Act of 1938 and its implementing regulations. In addition, employees who travel as a passenger in a vehicle outside of normal working hours, shall also receive compensation for the hours of travel.

~~A-B.~~ Any employee required to travel on business for the County, and who ~~Employees who are permitted to utilize his/her~~ privately owned vehicle shall do so according to established policy and 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.

Tentative Agreement Date: 8/28/17 @ 4:45


For County


For SEIU

Service Employees' International Union, Local 521 (SEIU)

And

County of Kern (County)

MOU Negotiations 2017

County Proposal #38A

Tendered to the SEIU: August 28, 2017

Included with County Package Proposal #4

SUBJECT/ISSUE: Article VI – Benefits, Section 2 – Retirement

Section 2. Retirement

- A. ~~A. On December 7, 2004, the Board of Supervisors adopted Pursuant to Resolution Resolution #2004-436, the County has adopted making Government Code section 31676.17. This Resolution provides the defined retirement benefit, commonly referred to as 3% @ at age 60, applicable in Kern County effective January 1, 2005. The 3% at age 60 defined retirement benefit shall only apply to those employees covered by this Agreement hired prior to October 27, 2007.~~

All employees hired prior to August 7, 2004 shall pay one-third of the employees' heir normal contributions to retirement, as set forth in Government Code section 31621.8, *for the term*

- B. ~~Pursuant to Resolution #2007-420, the County has adopted Government Code section 31676.01. This Resolution provides the defined retirement benefit commonly referred to as 1.62% at age 65. The 1.62% at age 65 defined retirement benefit shall apply to those employees covered by this Agreement hired on or after October 27, 2007 ("Post October 27, 2007 Employees"). 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.~~ *of the Agreement.*

- C.B. ~~B. 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 the employees' employee-normal contributions to retirement, as set forth in Government Code section 31621. 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.~~

All employees hired or rehired on or after January 1, 2013 shall pay 50% of the normal cost of retirement, as set forth in Government Code section 7522.30.

DC. 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 to a 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 as follows:~~
 - (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 Agreement does not create a vested right to a continued match beyond expiration of the MOU Agreement. However, the benefit will continue beyond the expiration date of the MOU Agreement 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 defined retirement benefit set forth in subsection A above, 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 7A-(E), of this MOU Agreement 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.~~


FD. 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 the retirement system.

- GE. ~~In accordance with~~ Pursuant to 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 ("KCERA") and the Government Code.
- HF. This MOU does not create a vested right to continued County payments of employee contributions that is independent of this or successor MOUs Agreements. The terms and conditions will remain in full force and effect until final approval of a successor MOU Agreement, or the parties reach impasse and exhaust all legally required impasse resolution procedures.
- IG. Employees who, in good faith, have designated an effective date of retirement from County service may ~~roll-over~~ sell back their accumulated vacation and sick leave balances to the Kern County Employees' Retirement Association no earlier than three ~~(3)~~ months prior to the designated date of retirement. This ~~roll-over~~ sell back shall be for the sole express purpose of receiving credit in the KCERA retirement system for all legally eligible prior public service.
- JH. In addition to the ability to ~~roll-over~~ sell back accumulated vacation in the manner described in subsection I-J above, employees may also ~~roll-over~~ sell back their accumulated vacation balance ~~(only)~~ for the sole express purpose of receiving credit in the KCERA retirement system for ~~other-qualified~~ all legally eligible prior service one time during the employee's tenure as a County employee. The employee must submit a written request to his/her department head no later than April 1st prior to the fiscal year in which the employee intends to ~~roll-over~~ sell back such amounts. The department head may, in his/her sole discretion, waive the April 1st filing deadline for any employee.
- KI. 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.

Tentative Agreement Date: 8/28/17 @ 4:45p


For County


For SEIU

Article II

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 determined by the Union, in accordance with law. ~~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 agrees to defend, indemnify and hold harmless the County and its officers, employees and agents against all claims, proceedings and liability arising, directly or indirectly, out of any actions taken or not taken by or on behalf of the County under this section. It is mutually understood by the parties that the County shall retain the right to select its own attorneys and to consult with same in the event the parties jointly declare or a court determines that a conflict of interest exists with respect to representation of the County by the Union's attorneys.

The Union acknowledges that it has and will continue to comply with all applicable requirements, regulations and provisions of law pertaining to deduction of dues and agency fees. It is agreed that the County assumes no obligation other than that specified herein, whether financial or otherwise, from these provisions.

~~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.~~

- B.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:

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C.D. 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.

D.E. 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.

E.F. Complaint Procedure

F.G. 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:

G.H. a. Issues subject to this complaint procedure shall be limited to the following:

H.I. i. That a portion of the representational fee deduction is being utilized for non-
I.J. representational activities.

J.K. 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.

K.L. 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.

L.M. 2. The County agrees to deduct and to remit fees so designated to the United Way.

M.N. 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.

N.O. 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.

O.P. 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).

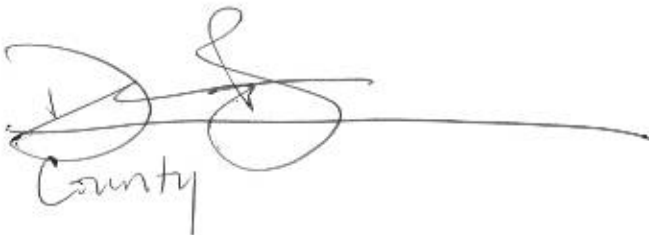
P.Q. 3. Selection of the Arbitrator - The Arbitrator shall be selected by the alternate striking of the names provided by SMCS.

Q.R. 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.

R.S. 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.

JA 8/24/17
@ 1:24p


County


SEIU



Article ISection 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 Agreement 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.

JA 8/24/17
@ 1:23p

JP


County


SEIU

Service Employees' International Union, Local 521 (SEIU)

And

County of Kern (County)

MOU Negotiations 2017

County Proposal # 29

Tendered to the SEIU: August 9, 2017

Counter Proposal to SEIU Proposal #4

SUBJECT/ISSUE: Article III – Section 10 – Labor/Management Committees

Section 10. Labor/Management Committees

The Union recognizes its obligation to cooperate with the County to assure maximum service of the highest quality and efficiency to the citizens of Kern County, consonant with its obligations to the workers it represents. The County and the Union affirm the principle that harmonious labor/management relations are to be promoted and furthered.


A. Department Labor/Management Committee Meetings

A Department Head, or his/her designee, and SEIU Local 521 representative staff, or his/her designees, and designated department SEIU Local 521 representative may meet on a monthly basis, if needed, to discuss issues of mutual concern. Meetings shall be held during the department's normal business hours. Stewards attending such meetings during his/her normal assigned shift hours shall be released on work time.

B. County Labor/Management Committee Meetings

1. It is the intention of the parties to establish a County Labor/Management Committee to provide a forum for labor and management to discuss issues of concern to the bargaining unit employees.
2. The County Labor/Management Committee may consist of up to six Management representatives and six employee representatives selected by the Union.
3. During the term of this MOU, the County Labor/Management Committee shall meet up to six times annually, or more often by mutual agreement, during the County's normal business hours, to discuss issues within the scope of representation.
4. Committee participants shall be released on work time to attend these meetings.

Tentative Agreement Date: 8/9/17


For County


For SEIU

Service Employees' International Union, Local 521 (SEIU)

And

County of Kern (County)

MOU Negotiations 2017

County Proposal # 3C

Tendered to the SEIU: August 9, 2017

County Proposal to SEIU Proposal #5

SUBJECT/ISSUE: Article III – Rights of Parties, Section 6 – Shop Stewards

Section 6. Shop Stewards

- A. The County agrees to allow authorized shop stewards to assist and represent employees ~~in the grievance process~~ as required by law. The County further agrees to recognize and deal with authorized union representatives in all matters related to this ~~MOU Agreement~~.
- 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 ~~1525~~. 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 within 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 within 24 hours of the request 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 any grievance investigation matter, authorized by subsection A above, and processing at any time by notice to the department head or his/her representative.

Tentative Agreement Date: 8/9/17



For County



For SEIU



Service Employees' International Union, Local 521 (SEIU)

And

County of Kern (County)

MOU Negotiations 2017

County Proposal # 2B

Tendered to the SEIU: July 26, 2017

Counter Proposal to SEIU Proposal #3


SUBJECT/ISSUE: Article II – General Provisions, Section 1 – Health/Safety


Section 1. Health/Safety

- A. The County will ~~provide~~ create and maintain 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 four representatives from the Union ~~selected by the Union~~, which may include either employees or Union staff. The committee shall meet at least annually to address safety issues in County departments and facilities, including training, emergency notifications, evacuation procedures, emergency protocols, and field staff safety concerns.
- B. The County shall endeavor to provide reasonable security for employees in their work locations entering and exiting the Human Services Department Building aka the O.C. Sills' Building and Kern Medical Center.
- C. The County agrees to meet with the Union within 90 days following the ratification of this Agreement to discuss safety training and protocols for those employees who provide services outside of their main worksite, which may include departmental Labor/Management meetings. The parties agree to present any findings and discussion to the Safety Committee within 60 days following the conclusion of these meetings.

Tentative Agreement Date: 7/26/17


For County


For SEIU



Service Employees' International Union, Local 521 (SEIU)

And

County of Kern (County)

MOU Negotiations 2017

County Proposal # 4B

Tendered to the SEIU: July 26, 2017


Counter Proposal to SEIU Proposal #3

SUBJECT/ISSUE: Article III – Rights of Parties. Section 9 – Work Schedules

Section 9. Work Schedules

- A. In order to improve efficiencies, maximize service to the public and assist employees in relieving the increased demand for services, employees covered by this Agreement may request in writing either a 9/80, 4/10 or other flexible work schedule. Each County department head shall have the full discretion to grant or deny each request. A response to the request shall be provided in writing no later than 30 days following receipt of the request.
- B. Upon 30 days' written notice, an employee assigned to work on a 9/80, 4/10, or other flexible work schedule may be required by the department head to return to a regular work schedule upon 30 days' written notice to the employee. 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 the employee or 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 employee's identified impact prior to implementation of the new schedule.

Tentative Agreement Date: 7/26/17


For County


For SEIU 

July 26, 2017

Union Counter Proposal to County Proposal #26

SUBJECT/ISSUE: Article III – Rights of Parties, Section 11 – Access

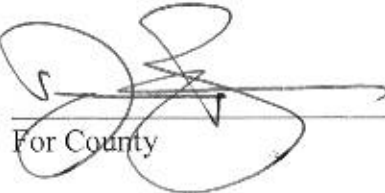
Section 11. Access

A. Authorized Union staff representatives shall have reasonable access to work locations in which covered employees are employed for the purpose of ~~transmitting~~ providing information or ~~representation purposes~~ representing covered employees. Union staff representatives may also request reasonable access to work sites to hold SEIU-controlled elections within the work location. Such access shall not be interpreted as a granting of release time for participation in said election unless by mutual agreement.

A.B. Authorized Union staff representative shall ~~inform the management representative of the purpose of the visit~~ provide the department head or his/her designee with reasonable prior advanced notice of their intent to be present at the worksite. The management representative ^{reasonable} ~~department~~ may deny access to the work location if it is deemed that a visit at that time will be a safety risk with the union representative at the department or facility in which the management representative. Should the request be denied, the department representative will offer an alternative time and/or location for the visit with of the union Union staff representative within 24 hours or less.

~~Union representatives may request reasonable access to work sites to hold elections over internal Union issues. If so approved by the Department Head, an election may be conducted so long as there is no interference with the department's operations. Such access shall not be interpreted as a granting of release time for participation in said election.~~

Tentative Agreement Date: 7/26/17


For County


For SEIU

3


Counter Proposal to Kern County Proposal #17

SUBJECT/ISSUE: Article III – Rights of Parties, Section 2 – Bulletin Boards and County Mail System

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 3/8" x 36 1/8") 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) or their designee(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.

Tentative Agreement Date: 7/19/17 @ 4:24p


For County


For SEIU


SEIU 521 Counter Proposal to Kern County Proposal #17


SUBJECT/ISSUE: Article II – General Provisions, Section 8 – Successor MOU Agreement Negotiations

Section 8. Successor MOU Agreement Negotiations

DB Agreement

The parties agree that successor MOU Agreement negotiations shall commence no later than July 1, 2017 ~~90 days prior to the expiration of this MOU.~~ The County will complete an equity study prior to the commencement of successor MOU negotiations.

Tentative Agreement Date: 7/19/17 @ 4:21p


For County


For SEIU
& MW

Service Employees' International Union, Local 521 (SEIU)

And

County of Kern (County)

MOU Negotiations 2017

County Proposal # 20

Tendered to the SEIU: July 10, 2017

Counter Proposal to SEIU Proposal #1

SUBJECT/ISSUE: Article III – Rights of Parties, Section 4 – Discrimination

Section 4. Discrimination

The County agrees not to discriminate against any employee for his/her activity on behalf of, or membership in, the Union, as stated in the EERR. Both parties shall comply with all applicable federal and state laws prohibiting discrimination, and shall not discriminate against any employee ~~on the~~ because of the employee's race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, basis of race, color, creed, religion, age, sex, marital status, physical disability or the employee's inclusion in a legally protected class.

Tentative Agreement Date:

7/10/17

For County

For SEIU

Service Employees' International Union, Local 521 (SEIU)

And

County of Kern (County)

MOU Negotiations 2017

County Proposal # 16

Tendered to the SEIU: July 10, 2017

Packaged with: _____

SUBJECT/ISSUE: Article II – General Provisions, Section 2 – Employee Suggestion Program

Section 2. Employee Suggestion Program

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

Tentative Agreement Date: 7/10/17



For County



For SEIU

Service Employees' International Union, Local 521 (SEIU)

And

County of Kern (County)

MOU Negotiations 2017

County Proposal # 15

Tendered to the SEIU: July 10, 2017

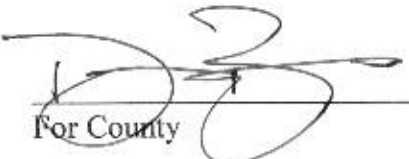
Packaged with: _____

SUBJECT/ISSUE: Article I – Recognition, Section 1 – Full Understanding, Modifications, Waiver

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 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.~~

Tentative Agreement Date: 7/10/17


For County


For SEIU



Service Employees' International Union, Local 521 (SEIU)

And

County of Kern (County)

MOU Negotiations 2017

County Proposal # 1

Tendered to the SEIU: July 5, 2017

Packaged with: _____


SUBJECT/ISSUE: Article I – Recognition, Section 3 – Authorized Agents

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 Chief Human Resources 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).

Tentative Agreement Date: 7/5/17


For County


For SEIU


Service Employees' International Union, Local 521 (SEIU)

And

County of Kern (County)

MOU Negotiations 2017

County Proposal # 7

Tendered to the SEIU: July 5, 2017

Packaged with: _____

SUBJECT/ISSUE: Article V – Compensation, Section 8 – Hospital Staff Nurse and Pharmacist Bonuses

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.

Tentative Agreement Date: 7/5/17

For County

For SEIU

Service Employees' International Union, Local 521 (SEIU)

And

County of Kern (County)

MOU Negotiations 2017

County Proposal # 8

Tendered to the SEIU: July 5, 2017

Packaged with: _____

SUBJECT/ISSUE: Article V – Compensation, Section 9 – Referral Bonuses

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 4.~~
- 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.~~

Tentative Agreement Date: 7/5/17

For County

For SEIU

Service Employees' International Union, Local 521 (SEIU)

And

County of Kern (County)

MOU Negotiations 2017

County Proposal # 9

Tendered to the SEIU: July 5, 2017

Packaged with: _____

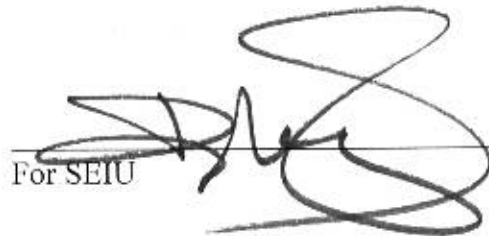
SUBJECT/ISSUE: Article V – Compensation, Section 10 – Clinical Ladder Pay

~~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.~~

Tentative Agreement Date: 7/5/17


For County


For SEIU

Service Employees' International Union, Local 521 (SEIU)

And

County of Kern (County)

MOU Negotiations 2017

County Proposal # 10

Tendered to the SEIU: July 5, 2017

Packaged with: _____



SUBJECT/ISSUE: Article V – Compensation, Section 11 – Nurse Preceptor Pay

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.~~

Tentative Agreement Date: 7/5/17


For County


For SEIU


Service Employees' International Union, Local 521 (SEIU)

And

County of Kern (County)

MOU Negotiations 2017

County Proposal # 11

Tendered to the SEIU: July 5, 2017

Packaged with: _____

SUBJECT/ISSUE: Article V – Compensation, Section 12 – Full Time Flexible Nurses

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.~~

Tentative Agreement Date: 7/5/17


For County


For SEIU

Service Employees' International Union, Local 521 (SEIU)

And

County of Kern (County)

MOU Negotiations 2017

County Proposal # 12

Tendered to the SEIU: July 5, 2017

Packaged with: _____

SUBJECT/ISSUE: Article V – Compensation, Section 13 – Education Expense Program

Section 13. Education Expense Reimbursement Program

A. Eligibility:

1. 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.

Tentative Agreement Date: 7/5/17

For County

For SEIU

Service Employees' International Union, Local 521 (SEIU)

And

County of Kern (County)

MOU Negotiations 2017

County Proposal # 13

Tendered to the SEIU: July 5, 2017

Packaged with: _____

SUBJECT/ISSUE: Article VI – Benefits, Section 3 – Golden Handshake

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.

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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:

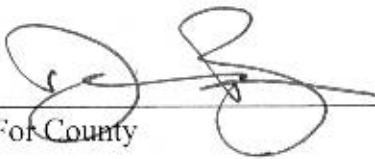
1. Earned sick leave payoffs, as provided in Article IV, Section 2 of this MOU will be deferred and paid as follows:
 - a. One half of the qualified payoff amount will become payable upon retirement; and
 - b. One half of the qualified payoff amount will become payable twelve (12) months following retirement.
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 Chief Human Resources 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 Chief Human Resources 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.

Tentative Agreement Date: 7/5/17



For County



For SEIU

6/29/17

CONTRACT NEGOTIATIONS GROUND RULES
SEIU LOCAL 521
AND THE COUNTY OF KERN

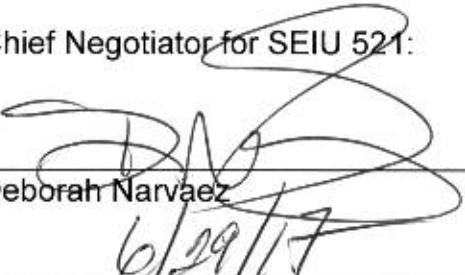
Service Employees International Union Local 521 ("Union") and the County of Kern ("County") agree to abide by the following ground rules during the 2017 contract negotiations:

1. All negotiations are to be conducted at the bargaining table. The County shall not conduct any direct bargaining with individual employees and the Union shall not conduct any direct bargaining with the Board of Supervisors or Department Heads. Nothing herein is intended to limit the Union from lobbying members of the Board.
2. The parties will meet and confer in good faith and exhibit mutual respect during the bargaining process in an attempt to reach agreement as soon as is reasonably possible. Requests for available information, proposals and counter proposals will be responded to in a timely fashion. Information requests shall be made only through the respective Chief Negotiators.
3. The parties agree to meet as necessary. Sessions will be scheduled in advance and shall have a predetermined ending time. The County will notify the respective department with names of the Union negotiation team members and the schedule of authorized release time. Negotiations will take place at the agreed upon work locations.
4. Either party may call a caucus at any time with an estimated conclusion time. The caucus time shall not exceed the time spent at the bargaining table for any session, unless by mutual agreement.
5. All proposals shall be made in writing and introduced at the table. *It is the intent of the parties to* ~~No proposal on a new subject shall be introduced after the fifth meeting following the agreement on~~ *not* Ground Rules, except by mutual agreement. *DB introduce new proposals after 8/16/17.* *DB*
6. It is understood that there is no final agreement until there is a total agreement on all issues. However, as tentative agreements are reached on each Article, they shall be written, dated, labeled tentative agreement, hereinafter "TA", and signed by the chief spokesperson for each party. Each party understands that no TA is effective until after ratification by the membership of SEIU and adoption by the Board of Supervisors.
7. Each chief spokesperson or co-negotiator for the Union, has the authority to reach tentative agreement on all items. Once a complete agreement is tentatively agreed

upon, the Union representatives agree to recommend ratification to the members and County representatives agree to recommend adoption by the County's Board of Supervisors.

8. Sidebars may only occur upon mutual agreement and must include the Chief Negotiator, member of the SEIU 521 team and County Chief Negotiator and County team member.

Chief Negotiator for SEIU 521:




Deborah Narvaez

Date



6/29/17

Chief Negotiator for the County:



Devin Brown

Date


6/29/17