

SEIU LOCAL 521 AND COUNTY OF KERN
May 20, 2025
TENTATIVE AGREEMENT

1. Clean up language

Article V (Compensation), Section 6: Salary Adjustments

2. Article X (Duration of the Agreement) - Term – 2-year contract 7/1/2024 to 6/30/2026

3. Article VI (Salary)

Year 1 – **6%** increase effective pay period following Board approval

Year 2 – **0%** increase

4. Equity Adjustments - effective first PP following adoption:

Equity Adjustments will be placed on the agenda on the same date as the MOU for Board approval. Action will be taken through a separate Board letter/item and not placed within the MOU.

Library Reclass and Salary Increases–

Librarian I (58.8, 3 incumbents), Librarian II (59.8, 1 incumbents), Librarian III (61.3 incumbents) - Reclass to Librarian (62.6) and Senior Librarian (63.8) (\$24.67 to \$29.82 – 21% increase; and \$27.95 to \$31.66; 13.50% increase)

Library Associate 53.4 to 56.2 (Step1 \$18.85 to \$21.67; 15% increase)

Equipment Mechanic Salary Changes –

Employees will move from current step to same step at new range

**Heavy Equipment Mechanic from 58.7 to 60.9 (19 incumbents at PW)
(Step 1 - \$24.55 to \$27.40; 11.50% increase)**

Fire Heavy Equipment Mechanic from 58.7 to 60.9 (12 incumbents at Fire) (Step 1 - \$24.55 to \$27.40; 11.50% increase)

Supervising Heavy Equipment Mechanic from 62.5 to 64.8 (2 incumbents at PW and 3 at Fire) (Step 1 - \$29.67 to \$33.28; 11.50% increase)

**Equipment Maintenance Superintendent, from 65.4 To 67.3 (1 incumbent at Fire)
(Step 1 - ~~\$33.61~~ 34.29 to \$37.70; 10% increase)**

Various Salary Increases –

Employees will move from current step to same step at new range

Security Attendant from 50.7 to 54.6 (\$63,445 with 5 incumbents) (Step 1 - \$16.47 to \$20.01; 21.50% increase)

Technology Services Supervisor from 69.6 to 70.2 (13 incumbents) (Step 1 - \$42.48 to \$43.57; 2.55% increase)

Deputy Clerk of the Board from 56.8 to 60.6 (5 incumbents) (Step 1 - \$22.33 to \$26.99; 20.5%)

Election Processing Coordinator from 60.3 to 62 (3 incumbents) (Step 1 - \$26.59 to \$28.94; 8.50% increase)

Administrative Coordinator from 60.3 to 62 (85 incumbents) (Step 1 - \$26.59 to \$28.94; 8.50% increase)

Sr HR Specialist from 59 to 60 (17 incumbents) (Step 1 - \$24.92 to \$26.19; 5% increase)

Fiscal Support Supervisor from 59.6 to 60 (36 incumbents) (Step 1 - \$25.68 to \$26.17; 2% increase)

Office Services Coordinator from 57.1 to 59 (11 incumbents) (Step 1 - \$22.67 to \$24.92; 9.50% increase)

Sheriff Aircraft Pilot 69.4 to 71.4 (0 incumbents, 1 vacancy, step 1 \$41.86 to \$46.25; 10.50% increase)

Sheriff Aircraft Mechanic 65.8 to 67.8 (1 vacancy, step 1 \$34.98 to \$38.65; 10.50% increase)

Supervising Aircraft Mechanic 69.6 to 71.6 (1 incumbent, 1 vacancy, step 1 \$42.28 to \$46.72; 10.50% increase)

Broadcast Engineer 63.2 to 63.9 (1 incumbent, step 1 \$30.73 to \$31.82; 3.50% increase)

Communication Technician Series Reclass

Communications Technician I 57.8 to Communications Technician 60.8 (2 vacancies, 1 EH incumbent, step 1 \$23.47 to \$27.26; 16% increase)

Communications Technician II 60.8 to Communications Technician 60.8 (No increase, 3 incumbents)

**Communications Technician III 63.8 to Senior Communications Technician 63.8
(No increase, 2 incumbents,)**

5. **Article III, Section 8 – New Employee Information** – Keep current contract language/current side letter.
6. **Article III, Section 14 – New Employee Orientation** – Keep current contract language / side letter agreement.
7. **Article III, Section 12 (Workload) –**
Workload
 - A. Within the first 6 months 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 and Adult Services, Child Support Services, and Behavioral Health and Recovery Services, including distribution of monolingual non-English cases **and any other department.**
8. **Article IV, Section 5 (Holidays) -**

[New subsection (M)]: Adding new language regarding – Personal Holiday
Each employee will be provided with one floating personal holiday that must be used in the calendar year assigned with no cash value upon termination. Can not be used in less than a workday increment, cannot be used in lieu of sick leave, cannot be considered as hours worked for determination of holiday pay. Value is that of the scheduled day (example if employee is scheduled for 8- or 12-hours value of personal holiday is equal to scheduled day). The Personal Holiday is exempt for the calculation of over time.
9. **Article V, Section 7 (Classification & Compensation) -**
Classification & Compensation
 - A. The County and the Union agree to meet and confer regularly during the first 6 months of this Agreement ~~each contract year~~ to review, and propose potential changes to salary range, job specification, and flexible classification series eligibility for classifications that have been identified as difficult to recruit, or retain.
 - B. The County shall prepare a total compensation study using its list of comparable counties for each classification and provide the study to the Union at least 1 week prior to the scheduled meeting in which the classification is to be discussed.

- C. Upon agreement the parties shall bring any proposed changes to the Board of Supervisors and Civil Service Commission, as applicable, for adoption.

10. Article V, Section 23 –

Climber/Rescuer Certification Pay

Bi-weekly certification pay in the amount of 5% of bi-weekly base salary shall be paid to all employees occupying a permanent County position in the following classifications, provided the employee possesses and maintains a certification as a Tower Climber/Rescuer:

**Communications Technician
Senior Communications Technician**

11. Article V (Field Training Officer) –

Adding Side Letter Agreement Amendment

Field Training Officers

- A. In the event the Kern County Sheriff's office begins **Field** Training Officer program, the Department will assign, at the Sheriff- Coroner's discretion, a necessary number of Sheriff's Community Service Technician's **and Park Rangers Series** to serve as Field Training Officers (FTOs).
- B. During the assignment to the FTO program, employees assigned as FTOs will receive an additional "special assignment pay" equal to 5% of their base salary.

12. Article IV, Section 4 (Vacation)

- C. The annual vacation scheduling policies of County departments shall remain in effect during the term of this agreement. However, where needed, each department's scheduling policy shall be amended to allow an employee to submit a vacation request with a minimum two weeks' notice. Further, each department shall allow an employee to use vacation accruals to request a vacation "personal" day (maximum 3 times per calendar year) with a minimum of 24 hours' notice.**

Add a bargaining note,¹ which will not be a part of the MOU.

¹Bargaining Note Dated 4/23/25 Re Article IV, Section 4(C) Between Kern County and SEIU Local 521, which was proposed by the mediator: "The new language added in Article IV, Section 4(C) does not change the existing practice regarding using vacation for sick calls when sick leave is

13. Article V, Section 5 (Bilingual Pay)

Bilingual Pay

- A. The County agrees to pay \$~~2535~~.00 per pay period for those pay periods in which an eligible employee is assigned to a designated position requiring verbal bilingual abilities, and \$~~5670~~.00 per pay period for those pay periods in which an eligible employee is assigned to a designated position requiring written bilingual abilities.
- B. Employees ~~that are known to possess bi-lingual skills but~~ who are not receiving bi-lingual pay will not ~~normally~~ be called upon to use their skill and shall have the right to refuse to provide bi-lingual service. ~~; except when circumstances prevent the use of a designated bi-lingual employee. Employees who are not receiving bilingual pay shall have the right to refuse to provide bilingual services and shall not be subject to discipline for such refusal. If non-designated employee is frequently called upon to provide bi-lingual service, they will be paid the applicable pay rate for that pay period the department head will consider designating the position as bi-lingual. Such assignment of a non-certified employee to translate shall be voluntary.~~
- C. ~~Effective July 1, 2022, the County will establish its own bi-lingual certification program with the Human Resources Division. Existing employees seeking bi-lingual certification will have testing priority over non-employees. Employees shall be able to test once annually for bi-lingual certification through the County program on paid County time. The County will work with third party providers to establish appropriate testing. The County will also continue its efforts to establish its own bilingual certification program. Existing employees seeking bilingual certification will have testing priorities over non-employees within the County's certification program. Employees shall be able to test once annually for bilingual certification through a County approved program on paid County time.~~
- D. The following languages are considered threshold language(s) for the County and are eligible for bilingual pay:
- Spanish
 - Tagalog

exhausted. Specifically, bargaining unit members can use three vacation days during the year for sick leave if they have exhausted their sick leave banks.”

- Punjabi
- Ilokano
- Hindi
- ASL

- E. If additional threshold languages are added, the County and the Union agree to meet within 30 days to discuss expanding this Article to include additional languages eligible for bilingual pay.

14. Article VI, Section 5 (Uniform Allowance)

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

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

- B. The following classifications shall receive an annual uniform allowance of \$450.00:

Security Attendant Series (formerly titled Facility Attendant Series)
Sheriff's Aide Series

- C. The following classifications shall receive an annual uniform allowance of \$350.00:

Automotive Service Worker Series

Construction Project Inspector*

Disposal Site Gate Attendant Series*

Engineering Aide Series*

Engineer Series*

Engineering Technician Series*

Maintenance Painter*

Road Maintenance Public Works Maintenance Worker Series

Supv Road Maintenance Worker Series

Traffic Signal Technician Series

Waste Management Aide

Waste Management Specialist

Waste Management Technician
Waste Management Support Supervisor

*Only those positions required to wear an orange shirt. The Department will provide 8-10 orange shirts.

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

Air Conditioning Mechanic
Aircraft Mechanic
Animal Care Worker Series
Auto Parts Storekeeper Series
Automotive Service Worker Series
Automotive Mechanic Series
Building Services Worker Series
Equipment Maintenance Superintendent
Equipment Operator
Federal Excess Property Coordinator
Fire Equipment Mechanic
Fire Equipment Service Worker
Fire Equipment Technician
Fiscal Support Tech (Fire Warehouse)
\Groundskeeper Series
Heavy Equipment Mechanic Helper
Heavy Equipment Mechanic Series
Heavy Equipment Service Worker
Mail Clerk Series
Maintenance Carpenter
Maintenance Electrician
Maintenance Painter
Maintenance Plumber
Maintenance Worker Series
Mower Repair Mechanic
Office Services Series (DHS Registrar)
Park and Aquatic Specialist
Park and Aquatic Supervisor
Park Attendant

Park Supervisor

~~Reprographic Production Tech Series~~

Stock Clerk

Storekeeper Series

Automotive Parts Storekeeper

Structural Maintenance Superintendent

Supervising Heavy Equipment Mechanic

Tree Trimmer Series

Warehouse Supervisor

Wastewater Specialist Series

Wastewater Technologist

Wastewater Plant Operator Series

- E. The following classifications shall receive an annual uniform allowance of **\$550700**.
Fire Dispatcherer Series
Sheriff Dispatcherer Series
- F. The following classifications shall receive an annual uniform allowance of **\$9001,200**:
Airport Security Officer Series
Airport Operations and Security Officer
Animal Control Officer Series
Park Ranger Series
- G. Sewage Treatment Plant Operators shall receive uniforms (shirts/pants) through a uniform supply company selected by the County.
- H. The uniform allowance will be payable bi-weekly with the annual allowance divided by 26.089.
- I. The County shall provide patches and chevrons for uniforms.
- J. **Safety Boot Allowance - The criteria for boot requisitions for Public Works and General Services will be administered by Department Policy. Employees required to wear ASTM-rated boots without full-sole protection will have up to \$250.00 paid by the Department toward the purchase of one pair of boots during a 12-month period. Employees required to wear ASTM-rated boots with full-sole protection will have up to \$300.00 paid by the Department toward purchase of one pair of boots during a 12-month period. Prior approval by the Supervisor may be required per Department**

Policy. Departments will determine which classifications are eligible.

15. Article VI, Section 9 (Tool Allowance)

- A. Employees required to provide their own hand tools, will have said tools insured by the County.
 - 1. This insurance shall apply for only those tools required by the department. A list of said tools will be kept on file by the department.
 - 2. The insurance will provide coverage, after \$100.00 deductible paid for by the employee, for theft (evidence that a theft occurred is required) or fire damage. Such insurance coverage is limited to fire or theft on County premises.
- B. The County will replace tools that are broken on the job through normal use in accordance with the County claims review process as provided in Section 318 of the Kern County Policy and Administrative Procedures Manual.
- C. Employees certified by their department head as persons required to provide tools and/or specialized equipment, will qualify for tool allowance at the rate of **\$600** ~~\$350~~.00 per year, increasing to ~~\$400~~ with payroll period 2007-25, and increasing to ~~\$450.00~~ with payroll period 2008-12 (except as provided in D below); payable one-half at the completion of the 12th pay period, and on-half at the completion of the 25th pay period each fiscal year.
- ~~D. — Members of the following employee classifications, certified by their department head as persons required to provide tools and/or specialized equipment, will qualify for tool allowance at the rate of \$225.00 per year, increasing to \$275.00 with payroll period 2007-2005, and increasing to \$325.00 with payroll period 2008-12, payable one-half at the completion of the 12th pay period, and one-half at the completion of the 25th pay period each fiscal year.~~
- E. The tool allowance will be payable bi-weekly with the annual allowance divided by 26.089.

16. Article V, Section 4 (Standby and Availability Pay)

- A. Standby
 - I. 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 he/she/they cannot use the time effectively for his/her/their own purposes is working while "on-call." Employees who are working while "on-call" are on "standby." An employee who is not required to remain on the County's premises or elsewhere and is merely required to leave word at his/her/their home or with County officials where he/she/they may be reached, or is merely required to be available

via a communications device, is not working while "on-call" and shall not be considered 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/their 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.

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 who return to work shall be eligible for the 2-hour minimum call back overtime pay, but if called back multiple times within the 2 hours, will only receive compensation for the 2 hours or the total time actually worked, whichever is greater.**

B. Availability Pay

1. 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. Such employees shall be required to carry a communications device to ~~respond regarding~~ **ensure** their availability. The department head shall not impose conditions, which so restrict the employee that is on standby as defined by Article V, Section 4.A, unless the employee is placed on standby. **Although the assignment of Availability Pay does not obligate an employee to the same restrictions as Standby Pay, in some instances employees in an assignment receiving Availability Pay may be obligated to report to work. If an employee's personal activities will restrict them from being able to report to work and if the assignment cannot be done remotely, the employee may pass up that assignment and another employee on Availability Pay will be contacted. An employee's repeated refusal to respond as requested may result in the employee's removal from eligibility for Availability Pay.**

2. As compensation for being available to respond to such situations, those employees shall receive ~~either (1)~~ a biweekly allowance equal to 5% of their biweekly base salary, ~~or (2) one-quarter of his/her/their hourly pay~~ for the hours required to be available. Employees required to respond shall not receive the ~~one-~~

~~quarter~~ 5% pay for the hours that they receive full compensation, including any 2-hour minimum call back overtime pay.

3. A department head seeking to place employees on availability duty shall first, a make reasonable effort to solicit volunteers prior to mandating an employee in ~~Standby~~-Availability.

~~4. Employees required to remain available shall not receive the one-quarter pay for the hours that they receive full compensation, including any 2-hour minimum call back overtime pay:~~

4. Employee required to provide an after-hour service response, but who do not return to work, shall 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.
5. Employees who return to work shall be eligible for the 2-hour minimum call back overtime pay, but if called back multiple times within the 2 hours, will only receive compensation for the 2 hours or the total time actually worked, whichever is greater.
6. Classifications eligible to receive availability pay shall include all classifications listed in Appendix A of this Agreement.
7. 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 Chief Human Resources Officer 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 Agreement. None of the Ordinance Code or provisions relating to standby or availability pay shall apply to those employees.

17. Article V – Compensation

[New section]

One-time cash payment of \$1,500 for all current SEIU bargaining unit employees to be distributed at the first full pay-period of SEIU's selection (after Board adoption).

18. Tentative Agreements:

A. DHS Reclass – Equity Adjustment: Effective first PP following adoption- **Action will take place via a Board letter and not included in the MOU.**

B. Article V, Section 21 (Behavioral Health Special Assignment Pay)

Adding Side Letter Agreement to the MOU– (Additional Classifications)

C. Agricultural Biologist /Weight and Measure Inspector Pay

[Add new section] Adding side letter agreement amendment

D. Criminal Justice:

[New language that is not included in the MOU]

E. Extra Help Side letter AB 1484

F. FTO Side letter

G. Overpayment TA

H. Public Defenders TA

For the County:

For SEIU:


Tracey A. Eldridge, CHRO Date


Yvonne Davila, SEIU Lead Negotiator Date