

KCDOA Offer #6 – April XXX, 2016
LAST BEST FINAL OFFER

MOU Clean Up

The four previously agreed upon side letters shall be incorporated in to the MOU.

Tentative Agreement Items

1. **East Area Jail Facility Vacancies** - As Detentions Deputy vacancies occur in the East Area Jail Facilities, All Detentions Deputies shall be:
 - Notified of the position availability via email.
 - Provided a minimum of 7 days to submit a transfer request.
 - Selected for the position based on seniority.
2. **Affiliated Labor Organization Release Time** - Union directors may be allowed reasonable use of County time to attend official meetings and functions of KCDOA affiliated labor organizations, unless it is determined by the Sheriff that his or her absence will create an operational hardship. KCDOA shall notify the County and the Sheriff annually, and upon any change, about its affiliated labor organizations.
3. **Arbitration Time Limit** - The arbitrator's decision shall be presented to the Board of Supervisors within 60 days from the date the decision is received by the Human Resources Division, unless otherwise agreed to by the parties.
4. **Quarterly Work Capacity (Pack Test Notification)** - The Sheriff's Office will, at least quarterly, send out a Detentions Bureau-wide email noticing all employees covered by this MOU of the tentative upcoming dates when the KRN Work Capacity Tests are scheduled to occur.
5. **4850 Pay Clarification** - Employees receiving pay while on leave under the provisions of Labor Code section 4850 ("4850 leave") shall be paid in accordance with current State law and in any precedent setting legal case decisions, and shall additionally receive (a) one day CTO credit for each County holiday which falls while the employee is on 4850 leave, based on the daily number of hours the employee was scheduled to work prior to 4850 leave; and (b) uniform allowance while on 4850 leave.
6. **Personnel Status Change Notice** - KCDOA shall be provided a monthly listing of all employees hired and separated from service in the classifications represented under this MOU.
7. **Release Time – Night Shifts** - Union directors and/or meet and confer team members working swing or night shifts shall be allowed reasonable flex time during their normal work hours to attend official of KCDOA negotiation meetings with the County and/or Sheriff during day shift hours unless it is determined by the Sheriff or his designee that his or her absence will create an operational hardship.
8. **Revised Sick Leave Bonus (1 year trial period)** - In an effort to incentivize proper use of the sick leave benefit and potentially save the County and Sheriff's Office funds, amend the current MOU language to read as follows:

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)~~ and have used ten (10¹²) hours, or less, of sick leave during the previous payroll periods during that calendar year.
9. **Longevity Pay – 10 years – 3%; 15 years – 6%; 20 years – 9%; 25 years – 12%**

Retained and/or Modified Proposal Items

The Kern County Detention Officers Association (KCDOA) proposes the following contract items, which are fair and appropriate to local market movement, in an effort to retain and recruit Detention Deputies. Salary surveys completed by the Association reflect being below the mean by 24.4% of comparable local agencies. That number has increased since then as some of the other agencies listed have received salary increases in the last 12 months which are not reflected. KCDOA has had more than forty members separate from County service over the most recent two year period. Current employees that have remained with the County are routinely forced to work overtime on their days off or beyond their normal twelve hour shifts. This increase in mandatory overtime is placing a burden on our member's family life and health. Employees mandated to work two or three of their days off only serves to increased liability for the County, as exhausted employees tend to make poor decisions.

Many employees have left because of the working conditions in the jails. Losing employees to higher paying agencies only serves to increase the unfunded liability for the county retirement system and increase the overtime expenses. The county's only solution to this is an attempt to remove all leave as time worked. This may save the county some finances but does not solve the increase in the unfunded liability for retirement costs the county will pay. More importantly it does not resolve our employees being forced to work overtime and the effects it is having on our member's lives. More and more KCDOA members will leave and put a bigger burden on those who stay. Fair pay, what we are asking for, is the only solution to stop the bleeding of fleeing members.

1. **Term – To extend to September 30, 2017**
2. **Salary – 8% salary increase** beginning **retroactively** with pay period 16-18 (September 3rd, 2016).
3. **F Step** – Upon ratification of the MOU an F Step shall be created for the KCDOA employees. Employees who have been in E Step for one year or more shall automatically be placed in F Step the following pay period after ratification of this MOU.
4. **Retiree Health Premium Supplement Program** - In Article 6, Section 1, Subsection F, paragraph 4, change the following to read:

...the minimum qualifying criteria ~~is will change to age 50, with~~ 20 years of County service...

5. Availability Pay

In the event that the Sheriff's Office requires a represented employee be available for non-emergency overtime purposes* during their off-duty hours (either on RDO, hold-over, or call-in early), or an employee is subjected to rotational overtime list in which forced overtime assignments can be made, those affected employees shall be recognized as working under conditions so circumscribed that they cannot use their own time effectively for their own purposes. Those impacted employees shall receive a biweekly allowance equal to five percent (5%) of their biweekly base salary.

*Such as backfilling staffing vacancies/shortages brought on by vacation, sick leave, CTO, training, or other factors that cause an employee to miss work.

6. Paid Sick Leave.

Shall be as written in the Kern County Administrative Policy and Procedure Manual Chapter 1 section 118 and reflecting agreed upon modifications to the policy.

7. Shift Bid Policy.

The Shift bid process has been established to provide for fair and equal treatment of all personnel. Shift bids shall be conducted twice a year in June and December and the resulting assignments will take effect on or about July 15th and January 15th respectively. Both shift bids shall be full unrestricted bids in which staff can bid for all available positions in each work section. Personnel shall bid for their shifts and days off based on seniority. All positions shall be open for bid, unless otherwise provided for in this MOU.

In the event of facility openings or closures, or other similar events, an additional shift bid may be scheduled, or the dates of an existing shift bid may be temporarily modified for the benefit of staff and/or departmental operations, pending the mutual approval of the association and the Sheriff or his designee.

Prior to the bid process, a number of positions equal to the number of employees on 4850 leave, medical leave, or light duty status will be proportionally distributed amongst the sections based on operational need to balance and distribute staff in an effort to mitigate any adverse staffing effects to the department. Employees in these work status' shall bid based on their seniority, but shall be restricted to bidding only these designated positions. For employees in these work status' to not be limited in their bid, the employee must have a doctor's release stating they can return to full duty, with or without reasonable accommodation, within 30 calendar days following the implementation date of the new bid. The doctor's release must be presented to the Lieutenant or Administrative Sergeant conducting shift bids at least seven days prior to the shift bid date.

Staff on probation will only be permitted to bid *if* they:

- Have successfully completed the Detentions Deputy Training (OTO) Program;
- Have an overall 'standard' or better rating on their most recent Employee Performance Report;
- Have worked for six consecutive months of full duty from their date of hire;
- Are not restricted from bidding by another section of this MOU.

The department may restrict certain staff members ability to bid when deemed necessary to maintain a sufficient number of armed and/or female staff to a given shift or facility. Such positions shall be designated and disclosed to staff prior to shift bids. Any mandatory assignment to such positions shall be mitigated through the shift bid

process (i.e. a female deputy bidding a security shift with designated female positions shall be placed in one of the available designated positions on that shift) in an effort to

reduce the number of mandatory restricted assignments.

Section Managers reserve the right to make temporary duty (TOY) exceptions and assign shifts in the following circumstances:

1. To provide for any temporary emergency situations that may arise.
2. To provide for the re-training or required supervision of personnel whose job performance is documented as being substandard or unsatisfactory.
3. To compensate for temporary vacancies or an adverse imbalance of any given shift/assignment incurred by staff injury, illness, light duty status, leave of absence, or separation from County service. In the event a Section Manager determines that a squad has more staff in light-duty capacities than can reasonably be accommodated, he/she may re-assign the light-duty employee(s) with the least seniority.
4. To utilize special training or unique skill of an officer for the betterment of the section, provided the affected staff member does not object to the move.

Any TOY assignments made for the above exceptions shall not exceed 6 months in duration, unless a longer time period is mutually agreed upon by the department and KCOOA.

Assignments made based on the exceptions 1, 2, and 3 above shall not be made in an arbitrary or capricious manner.

Section 10. Protected Positions

The following rules shall apply to all protected positions:

1. Section Managers shall have the right to establish new or remove existing protected administrative positions after meeting and conferring with KCOOA.
2. Staff members leaving a protected position may not consecutively be selected or otherwise occupy any other protected position for one year after leaving the protected position, with the exception of a promotional opportunity.
3. Protected position vacancies shall be filled via a solicitation of all staff members (in the appropriate classification/rank) covered by this MOU.
4. All staff shall be notified via email of any protected position vacancies as they occur. When such positions become available, staff shall have a minimum of one pay period (or 14 days) to apply for the position. Section Managers will fill the vacancies occurring within his/her section, whenever possible, from the responding pool of volunteers. Section Managers will select individuals they believe possess the ability to master the requirements of the assignment, with due consideration being given to seniority.

The following protected positions shall not have any time limit (or cap):

- Section administrative sergeants
- Section administrative seniors
- Line staff in Classification Unit administrative positions
- Line staff in Compliance section administrative positions

The following protected positions shall have a 3 year time limit (or cap):

- Line staff assigned as maintenance officers
- Line staff assigned as utility or support officers
- Line staff assigned to programs/road/trans crews
- Line staff assigned to veterans program liaison

Once an officer has completed 3 years in a capped protected position, they will be required to rotate out of the assignment at the next shift bid.

Any position not listed above as a protected position shall be biddable in accordance with Section 9 above.

In the event no one applies to fill a capped out protected position, the staff member currently holding the protected position, pending section manager approval, shall be allowed to remain in the assignment for an additional year.

For anyone selected to a protected position with a 3 year cap after the adoption of this MOU, the time limit/cap shall begin upon assignment to the position.

Staff members who were assigned to positions that already have an existing 3-year cap prior to the adoption of this MOU (utility deputies, veterans program liaison, programs, road crews) will rotate out at the end of their current three-year term.

Staff members who were assigned to maintenance officer positions prior to the adoption of this MOU shall be allowed to begin their three year term following the adoption of this MOU.