

County of Kern
&
Kern County Detention Officers Association (KCDOA)

Offer 1 – May 26, 2016
Proposed MOU Term - 2 years

1. Salary Increase / Increased Employee Retirement Contribution / Retroactive to end date of previous MOU.

Year 1 – 12.2% salary increase

Year 2 – 12.2% salary increase

2. F-Step

As peace officers, Detentions Deputies seek parity with other County public safety officers (Deputy Sheriffs and Firefighters) who already have this benefit.

3. STC Certificate Pay

Remove Article 5, Section 1 [Longevity Pay] and replace with STC Certificate Pay as follows:

Effective with the first day of the first pay period following adoption of the MOU, employees will receive STC certification pay as follows:

- A. *Classifications designated with a "c" are for employees who have completed seven (7) years of continuous County service, have completed STC Certified Core training, POST Certified PC 832 Arrest and Control training, POST Certified Firearms Course training if applicable, and have completed the applicable annual STC training requirements during the seven (7) years of continuous County service. Prior service with the Sheriff's Office, as verified by the County, shall count toward the continuous service requirement. STC Certification pay for these classifications is 5% of base salary.*
- B. *Classifications designated with a "C-A" are for employees who have completed fifteen (15) years of continuous County service, have completed STC Certified Core training, POST Certified PC 832 Arrest and Control training, POST Certified Firearms Course training if applicable, and have completed the applicable annual STC training requirements during the fifteen (15) years of continuous County service. Prior service with the Sheriff's Office, as verified by the County, shall count toward the continuous service requirement. STC Certification pay for these classifications is 12% of base salary.*

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. Release Time

Modify Article 3, Section 7, Sub Section B to include the following in addition to the existing language:

Union directors may be allowed reasonable use of County time to attend official meetings and functions of KCDOA affiliated labor organizations.

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 meetings and functions of KCDOA and KCDOA affiliated labor organizations during day shift hours.

6. Employee Random Drug Testing

Contingent upon the stoppage of routine forced overtime for non-emergency purposes (i.e.: backfilling staffing vacancies/shortages dues to employee training, vacation, CTO, and sick leave use etc.), Detentions Deputies shall be subject to lawful and legal random drug testing by the County/Sheriff's Office.

As stipulated in Title 15, an "emergency" means: "any significant disruption of normal facility procedure, policies, or activities caused by a riot, fire, earthquake, attack, strike, or other emergent condition."

7. Reduce Existing DTO Pay and Implement Training Incentive Pay – COST SAVINGS

Modify existing language to read as follows:

While assigned a ~~trainees a Detention Training Officer~~, employees shall receive assignment pay equal to 5% of their base salary.

And add this new section:

Training incentive pay of 5% of base hourly pay will be paid to those employees who are Firearms Instructors, Defensive Tactics Trainers, and Standardized Training for Corrections (STC) Instructors. Firearms Instructors and Defensive Tactics trainers must be certified. In order to receive the training incentive pay, employees must receive approval by the Sheriff or his designee to conduct the subject training. The 5% training incentive pay will be paid on an hourly basis and shall be paid only for the hours spent providing the training.

8. Staffing

The Sheriff's Office shall staff the jail facilities with a sufficient number of Detentions Deputies to accommodate employee use of vacation and CTO, at mutually agreed upon levels which have already been determined through the meet and confer process*, without incurring replacement overtime shifts.

*Currently: Pre-Trial – 3 Deputy positions per shift
 Max-Med – 2 Deputy positions per shift
 Minimum – 2 Deputy positions per shift
 Justice – 3 Deputy positions per shift (proposed)

9. Modify Existing Sick Leave Bonus - COST SAVINGS

In an effort to dissuade improper use and incentivize proper use of the sick leave benefit, 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.~~

10. Remove Utility Officers from Protected Designation - COST NEUTRAL

Modify Article 3, Section 9, removing all facility Utility Officers from 'Protected' status, making them available to bid during the routine shift bid process.

11. Deferred Compensation Match

A defined contribution 457 plan, as part of the existing County Deferred Compensation Plan, wherein the County will provide a biweekly amount ("hereafter "match") not to exceed six percent (6%) of base salary.

12. Car Pool Incentive

Employees who opt to regularly car pool to work shall receive a \$50 stipend per pay period.

* Contingent upon continuation of 12 hour shifts.

13. East Area Jail Facility Vacancies - COST NEUTRAL

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.

14. Referral Bonus – Minimal Cost to Increase Recruit and Retain Good Candidates

A permanent full-time Detentions Deputy, excluding management, or Human Resources staff, who refers a Detentions Deputy trainee shall be paid a bonus of \$500 when the new hire commences work as a permanent Detentions Deputy provided that the new hire who was referred identifies the Detentions Deputy who referred him or her to the Sheriff's Office in the application for employment or any accompanying document.

A permanent full-time Detentions Deputy who has received the bonus listed in Section X(X) shall be paid an additional bonus of \$500 when the new Detentions Deputy who was referred successfully completes their (1 year) probation with the Sheriff's Office.

A Detentions Deputy who has received the bonuses listed-in Sections X(X) and (X) shall be paid an additional bonus of \$500 when the new Detentions Deputy who was referred completes two years of service for the Sheriff's Office.

Employees who are no longer employed, as a Detentions Deputy for the Sheriff's Office when the bonus is due shall be ineligible to receive the bonus.

15. Temporary Assignment (TDY) Duration - COST NEUTRAL

All TDY (temporary duty) assignments/placements/movements shall not exceed 6 months unless a longer duration is articulated by the Sheriff's Office as necessary and mutually agreed upon with KCDOA.

16. Shift Bids - COST NEUTRAL

Modify Article 3, Section 9, Paragraph 1 (Shift Bid Policy) to read as follows:

Shift bids shall be established to provide for fair and equal treatment of all personnel. Shift bids shall be conducted twice a year on or about January 15th and July 15th of each year. The July shift bid shall be a full bid and January shift bid shall both be full a facility unrestricted inter-facility bids. All Ppersonnel shall may bid for their shifts and

days off based on seniority, **regardless of medical or other work duty status.** All positions shall be open for bid, except those designated exempt from bid by ~~the Facilities Manager~~ **the County and KCDOA.**

17. Binding Arbitration

Add language below to existing arbitration clause:

The arbitrator's decision is binding only upon approval by the Board of Supervisors. For a grievant who has commenced the formal grievance process on or after March 27, 2014, the arbitrator's decision on their grievance shall be binding upon all parties and any monetary settlement awarded to the grievant by the arbitrator shall be limited to a maximum of \$5,000.

18. Arbitration Time Limit

Add language below to existing arbitration clause:

The arbitrator's decision shall be presented to the Board of Supervisors within 60 days from the date the decision was received by the parties.

19. Canine Unit

Add the following language to Article 5, Section 10:

The Sheriff's Office shall maintain and staff 1 Detentions Canine Deputy position for use in the Detentions Bureau.

20. Uniform Allowance

Increase current uniform allowance (\$900) to \$1200.

21. Increase Fitness Incentive Pay

To read as follows:

23% of base pay to employees who have achieved a fitness score of 11 METS.

46% of base pay (not cumulative) to employees who have achieved a fitness score of 12 METS or above.

22. Quarterly Work Capacity (Pack) - COST NEUTRAL

Test Notification

The Sheriff's Office will, at least quarterly, send out a Detentions Bureau-wide email noticing Detentions Deputies of the tentative upcoming dates when KRN Work Capacity Tests are scheduled to occur.

Test Site

All pack tests shall be conducted on a level/flat area so as not to cause the employee to walk up or down a grade.

Any pack test areas/sites shall not have more than 6 turn-around points.

23. 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.

24. Life Insurance

Modify KCDOA MOU Article VI, Section 1, Subsection G, to read as follows:

The County will continue to provide life insurance coverage for covered employees in the amount of \$450,000 per employee.

25. 4850 Pay Clarification

Modify KCDOA MOU Article V, Section 9 [Labor Code Section 4850 Time] to read as follows:

Employees receiving pay while on leave under the provisions of Labor Code section 4850 ("4850 leave") shall 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 during ~~each six month period~~ while on 4850 leave. **Employees on 4850 shall continue to receive all specialty and premium pays.** KCDOA agrees that this Section 9 is a legally correct method of calculating 4850 pay and resolves all disputes between the parties relating to the calculation of 4850 pay.

26. Personnel Status Change Notice – MINIMAL COST, IF ANY

KCDOA shall be provided a monthly listing of all personnel status changes for our represented classifications to include but not be limited to hiring, retirements, terminations, and movements etc.

27. Administrative Position Caps - COST NEUTRAL

All Population Management and Compliance Section positions (for all ranks) shall be capped at 5 years. For staff members currently in those positions, the 5 year time period shall be effective with the first day of the first pay period following the adoption of this MOU by the Board of Supervisors. For all other staff members, the 5 year time period shall begin with their assignment to the position.

All facility, support, and other administrative Sergeants and Seniors assignments shall be capped at 3 years. For staff members currently in those positions, the 3 year time period shall be effective with the first day of the first pay period following the adoption of this MOU by the Board of Supervisors. For all other staff members, the 3 year time period shall begin with their assignment to the position.