

County of Kern & Kern County Detention Officers Association

Offer 3 – October 27, 2016

**Incorporate all previously agreed upon MOU amendments and side letter agreements into new MOU, including:**

- 12 hour shift side letter (December 15, 2014)
- Shift bid modification allowing probationary employees to bid at 6 months while still on probation (June 18, 2013)
- Uniform Allowance changed to bi-weekly payment (January 8, 2013)
- Employee Retirement Contributions (April 17, 2012)

**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)** - 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.

**ITEMS REMOVED FROM PREVIOUS KCDOA OFFER:**

1. **Reduce Existing DTO Pay and Implement Training Incentive Pay**
2. **Uniform Allowance**

**ITEMS REJECTED FROM PREVIOUS COUNTY OFFER:**

1. Random Drug Testing as written
2. County proposed DTO Pay change/proposal as written

## Retained and/or Modified Proposal Items

### 1. Term & Salary – 3 years to extend to October 31, 2019

Year 1 – **implement F step** – following approval of MOU by the Board of Supervisors

Year 2 – **9.5% salary increase** – beginning start of first pay period in September 2017

Year 3 – **9.5% salary increase** – beginning start of first pay period in September 2018

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

### 2. **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.*

### 3. **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...~~*

### 4. **Employee Random Drug Testing** - KCDOA is conceptually not opposed to random employee drug testing and is willing to review any detailed proposals put forward by the County in an effort to jointly work toward an agreement which is acceptable to both parties. Any such agreement shall be **negotiated during MOU contract talks and** contingent upon department wide (peace officer) implementation.

### 5. **Modify Existing Sick Leave Bonus** - 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 (4012) hours, or less, of sick leave during the previous payroll periods during that calendar year.~~*

### 6. **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 five percent (5%) of base salary.

7. **Temporary Assignment (TDY) Duration** - All temporary duty (TDY) assignments, placements, and 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.

8. **Shift Bids** - 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 15<sup>th</sup> and July 15<sup>th</sup> 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 personnel **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***

9. **Quarterly Work Capacity (Pack Test - Test Site)** - All pack tests shall be conducted in an area that is **reasonably determined to be a** level/flat area so as not to cause the employee to walk up or down **any significant** grade.

A **Lap** shall be defined as: One complete round or circuit, especially of a racetrack.

Currently, the lap being utilized is an out and back course which conflicts with the existing MOU language which states:

*"All certified sites will be lap-based, not out and back courses."*

## 10. **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.