

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 (10~~12~~) hours, or less, of sick leave during the previous payroll periods during that calendar year.

Retained and/or Modified Proposal Items

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. Longevity Pay – Adjust the Longevity pay to the following:

- A. Permanent full-time and permanent part-time employees who have completed 10 years of continuous County service shall receive an additional five percent (5%) longevity pay on base wages.
- B. Permanent full-time and permanent part-time employees who have completed 15 years of continuous County service shall receive an additional five percent (5%) longevity pay on base wages.
- C. Permanent full-time and permanent part-time employees who have completed 20 years of continuous County service shall receive an additional five percent (5%) longevity pay on base wages.

Total Longevity Pay shall be fifteen percent after twenty years of continuous County service and shall not compound.

5. 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...~~

6. 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.

7. Shift Schedule

- A. With respect to employees serving in the Detentions Bureau, the Sheriff agrees to exercise his authority under Article V, Section 3 of the MOU on a trial basis to change from the current 5 day 8-hour shift schedule to a "4-3 3-4 Plan" 12-hour shift schedule as defined in Article V, Section 3.A., including subsections 1 through 4 as stated.
- B. While this agreement remains in effect, Article V, Section 3.A.5. of the MOU shall be superseded as follows:

Effective on the first pay period following the approval of this agreement by the Board of Supervisors, Holidays and all paid leave, including but not limited to,

Vacation, Compensatory Time-off, and Jury Duty will count as hours worked for the purpose of computing overtime. For the duration of this agreement, sick leave will not be considered hours worked for the purpose of computing overtime.

- C. As permitted by 29 U.S.C. §207(k) of the Fair Labor Standards Act, the 84 hours worked during a 14-day pay period for Detentions Bureau employees will be paid as straight time, and any hours exceeding 84 hours worked will be compensated as overtime hours.
- D. The Sheriff-Coroner will review the 12-hour shift schedule every six months to determine its effectiveness in decreasing overtime costs and sick leave use, and shall have the authority to terminate this agreement and revert back to the 5 day-8 hour shift schedule upon mutual agreement between the Sheriff-Coroner and the Kern County Detention Officers Association.
- E. The previously met and conferred ROTATIONAL OVERTIME SYSTEM GUIDELINES shall be revised through a continuation of the meet and confer process to reflect and accommodate the 12-hour shift schedule.

Hiring Bonuses

- A. During the period in which the 12-hour shift schedule remains in effect, the parties agree to a moratorium on the bonus provided to Sheriff's Detention Deputy Trainees and Sheriff's Detention Deputies in Article V, Section 8.B., and any employee hired in these classifications during the moratorium will be ineligible for the bonus.
- B. Any employee hired prior to the moratorium will continue to receive his or her bonus pay pursuant to Article V, Section 8.B. despite the moratorium.

Duration of Agreement

- A. In the case of a reversion back to the 5 day-8 hour shift schedule or any other shift schedule, the terms of this agreement will no longer be in effect.

8. Shift Bid Policy

- A. Probationary Officers: Officers on probation will only be permitted to bid, if they:
 - a. Have successfully completed the Detentions Officers Training Officer program;
 - b. Have an overall standard or better on their most recent employee evaluation;
 - c. Have worked for six consecutive months of full duty from their date of hire;
 - d. Are not restricted from bidding by another section of this MOU.
- B. Except as amended herein, each and every term and condition of the MOU shall remain in full force and effect.

9. Uniform Allowance

- A. The uniform allowance will be payable bi-weekly with the annual allowance divided by 26.089.

10. Benefits

- A. All employees hired after June 19, 2007, but prior to March 13, 2012, shall continue to pay one hundred percent (100%) of their normal contribution to retirement as set forth in Resolution #2004- 144 previously approved by the parties to this MOU and formally adopted by the Board of Supervisors on May 11, 2004.
- B. All employees hired on or after March 13, 2012 shall pay one hundred percent (100%) of their normal contribution to retirement as set forth in Government Code section 31639.25.
- C. Subsequent sections shall be renumbered H through L.
 - a. The basic contribution rate shall be calculated to provide an average annuity at age 50 equal to one-one hundredth of the final compensation of the member in accordance with Government Code section 31639.25.
- D. In addition to the ability to roll-over accumulated vacation in the manner described in subsection "K" above, employees may also roll-over their accumulated vacation balance (only) for the express purpose of receiving credit in the KCERA retirement system for 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 rollover such amounts. The department head may, in his/her sole discretion, waive the April 1st filing deadline for any employee.

11. Paid Sick Leave.

All employees are eligible to accrue paid sick leave. Employees commence accruing paid sick leave on the first date of employment. Paid sick leave may be taken as it is accrued.

- A. The maximum paid sick leave accrual and the accrual rate for represented employees are as specified in the applicable MOU. The maximum paid sick leave accrual and the accrual rate for part-time employees shall be proportionate to the maximum accrual and accrual rate of full-time employees based on the number of regular hours worked per pay period by the part time employee.

Non-elected management, mid-management, and confidential employees accrue paid sick leave as follows:

Types of Hours Worked	Years of Continuous Service	Biweekly Accrual	Annual Accrual	Maximum Accrual
Regular Biweekly	0 through 5	2.66667 hours	8.67 days	
Regular Biweekly	6 through 10	3.07692 hours	10 days	
Regular Biweekly	11 or more	3.69231 hours	12 days	1152hrs.

- B. Use of Paid Sick Leave. Upon an oral or written request, an employee shall be permitted to use sick leave for the purposes required by Labor Code section 246.5, including the:
- a. For the diagnosis, care, or treatment of an existing health condition of, or preventative care for, an employee or an employee's family member. Use of paid sick leave for an employee's family member is limited to a maximum of 80 hours per calendar year, or up to 6 on duty days per year for 56-hour employees working for the Fire Department
 - b. For paid time off due to the death or funeral of an employee's family member. Use of paid sick leave due the death or funeral of an employee's family member is limited to a maximum of 80 hours per calendar year.
 - c. For an employee who is a victim of domestic violence, sexual assault, or stalking, the purposes described in Labor Code sections 230 (c) and 230.1 (a).
 - d. For the purposes of this section, "family member" is generally defined by Labor Code section 245.5 (c), and shall include an employee's child (biological, adopted, foster child, stepchild, legal ward, or child to whom the employee stands in loco parentis), parent (biological, adopted, foster parent, stepparent, legal guardian, or person who stood in loco parentis when the employee was a minor child), spouse, registered domestic partner, grandparent, grandchild, sibling, parent-in-law, grandparent-in-law, or sibling-in-law.
 - e. Extra help, hourly rate and elected employees shall not be eligible to use paid sick leave until their 90th day of employment unless rehired within 12 months of original date of hire.
 - f. Departments shall not deny an employee the right to use paid sick leave, or discharge, threaten to discharge, demote, suspend, or in any manner discriminate against an employee for using paid sick leave, or attempting to exercise the right to use paid sick leave.
- C. Doctor's Certificate. An employee must submit a doctor's certificate if paid sick leave is taken in excess of five consecutive days or five days in one month. A department head or the County Administrative Officer may require a doctor's certificate if an employee has been or will be absent due to illness three consecutive days or three days within one month. If either the County Administrative Officer or the department head is dissatisfied with the doctor's certificate, the employee can be required to submit to an examination by a doctor selected and paid for by the County. In this instance, only if the doctor determines that the employee was indeed ill will the employee be entitled to paid sick leave. An employee refusing to submit to this exam will not be entitled to receive paid sick leave. Employees having a loss of salary pursuant to this provision may appeal the loss as a suspension pursuant to Civil Service Rule 1700 et. seq. No employee shall suffer any loss of pay until the appeal is final. (Rev. 10/08)
- D. The annual cash bonus for unused paid sick leave is provided within the applicable MOU. Employees are eligible to receive an annual cash bonus equal to 24 hours at their regular rate of pay, if on the ~~last day of the last payroll period the pay period immediately preceding Christmas they to be paid in the calendar year they have accrued the maximum amount of paid sick leave and have used~~ twelve 10(12)

~~hours, or less of paid-sick leave or less during the previous 26 payroll periods during that calendar year. The bonus is automatically paid.~~

- E. Effect of Leave of Absence—*Accrual Rate*. An authorized leave of absence without pay or qualifying military leave does not constitute a break in service for the purpose determining the employee's paid sick leave accrual rate, but paid sick leave credit is not earned during the leave period.
- F. Disposition Upon Termination. If an employee terminates his or her employment and is rehired by the employer within one year from the date of termination, previously accrued and unused paid sick leave shall be reinstated. The employee shall be entitled to use previously accrued and unused paid sick leave upon rehiring.
- G. Payment Upon Retirement or Death. The percentage payment of sick leave balances when a represented employee retires or dies is provided for in the applicable MOU. The following applies to non-elected management, mid-management, and confidential employees. Extra help, hourly rate and elected employees are not eligible for payment of unused sick leave balance.

When an employee retires (excepting deferred and disability retirement), or if an employee dies, the following percentages will be paid to the employee or the employee's estate:

Less than 20 years of continuous service: 50%

More than 20 years and less than 25 years of continuous

service: 75% 25 or more years of continuous service: 100%

ARTICLE III - RIGHTS OF PARTIES

Section 9. 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 (DTO) 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 (TDY) 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 TDY 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 KCDOA.

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 KCDOA.
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.