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Kern County

Agt. # 996-2009

COUNTY OF KERN

And

**KERN COUNTY PROBATION
OFFICERS' ASSOCIATION**

Memorandum Of Understanding

EXPIRES JUNE 30, 2010

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PREAMBLE

This Memorandum of Understanding, hereinafter referred to as "MOU", entered into by the County of Kern, hereinafter referred to as the "COUNTY", and the Kern County Probation Officers' Association, hereinafter referred to as "KCPOA" or "UNION," has as its purpose the setting forth of the full and entire understanding of the parties regarding the matters set forth herein, reached as the result of good faith negotiations regarding the wages, hours, and other terms and conditions of employment of the employees covered hereby. Pursuant to Government Code section 3505.1, this MOU is jointly submitted and recommended for approval, and implementation in accordance with its terms, to County's Board of Supervisors.

ARTICLE I - RECOGNITION

Section 1. Full Understanding, Modifications, Waiver

- A. This MOU sets forth the full and entire understanding of the parties regarding the specific matters set forth herein and any other prior or existing oral or written understandings or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.
- B. Except as specifically provided herein, it is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right and agrees that the other shall not be required to negotiate with respect to any subject or matter covered herein, during the term of this MOU.
- C. No agreement, alteration, understanding, variation, waiver, or modification of any terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing by the parties hereto, and if requested, approved by the County's Board of Supervisors.
- D. Waiver of any violation of this MOU, or failure to enforce any of its terms shall not constitute a waiver of the right to future enforcement of any of its terms.

Section 2. Union Recognition

The County recognizes KCPOA as the employee organization certified by the Board of Supervisors pursuant to the Employer-Employee Relations Resolution (EERR) and the Meyers-Miliias-Brown Act, and any amendments thereto. The terms and conditions of this MOU apply to the classifications within the bargaining units as specified by unit number in the County Salary Ordinance. The bargaining units are:

- Q - Probation Officer and Group Counselor Series
- Y - Probation Supervisors

It is further understood that all employees may, to the extent permitted by law, represent themselves individually in their employment relations with the County.

Section 3. Authorized Agents

For purposes of administering the terms and provisions of this MOU:

- A. County's principal authorized agent shall be the County Administrative Officer, or his duly authorized representative (Address: 1115 Truxtun Avenue, Bakersfield, California 93301; Telephone 868-3198), except where a particular County representative is specifically designated in connection with the performance of a specified function or obligation set forth herein.
- B. The Union's principal authorized agent shall be the President of KCPOA or his duly authorized representative.

ARTICLE II - GENERAL PROVISIONS

Section 1. Health/Safety

- A. The County will provide safe and sanitary working conditions and equipment in compliance with and to the extent required by applicable federal, state and local statutes, regulations and ordinances.

Section 2. Employee Suggestion Program

The Employee Suggestion Program for County employees shall remain in effect during the term of this MOU.

Section 3. Service Awards

The County agrees to continue the Service Award Program. The program will provide awards for current employees who achieve 10 years, 20 years, 25 years, 30 years, and 35 years of service. The program will allow employees an opportunity to choose from a variety of awards selected from a list provided by the County. The average cost of the levels of awards will be no more than listed, below. Those average costs are: 10 years - \$36.59; 20 years - \$45.30; 25 years - \$100.95; 30 years - \$140.66; 35 years - \$187.58.

Section 4. Payroll Deduction

- A. Deductions - The County agrees to continue the present union dues check off system whereby dues, as certified by the Union to be current, will be deducted and paid to the Union, subject to the provisions of the EERR.
- B. The Union agrees to pay a service fee to the County for payroll deduction for union dues, insurance, or other assessments. The payroll deduction service fee shall be two cents per deduction per biweekly pay period.

Section 5. Direct Deposit

All employees shall receive their pay and qualified expense reimbursements via direct deposit.

ARTICLE III - RIGHTS OF PARTIES

Section 1. Strikes and Lockouts:

- A. During the term of this MOU, County agrees that it will not lock out employees, and the Union agrees that it will not engage in, encourage, or approve any strike, slowdown, or other work stoppage growing out of any dispute relating to the terms of the MOU. The Union will take whatever possible lawful steps necessary to prevent any interruption of work in violation of this MOU. Furthermore, Union and County recognize that the grievance and arbitration procedures contained in Article VIII shall be used to resolve any and all controversies in any way arising out of, or concerning, any language in the MOU.

Section 2. Bulletin Boards and County Mail System

- A. The County agrees that the Union may provide a standard bulletin board (not to exceed 24" x 36") for placement adjacent to existing County bulletin boards. Posting of notices is governed by the Employer-Employee Relations Resolution provisions. Shop stewards may post Union communications dealing with official Union business on County approved bulletin boards. A copy of each communication shall be filed with the County Administrative Office and the Chief Probation Officer. The Union agrees not to post any notices that concern job actions or the political activities of the Union.
- B. The County reserves the right to remove any bulletin board notice that does not conform to the above standards. The Union will be given immediate notice of any material that is removed, and the County agrees, if requested by the Union, to meet and discuss this removal as soon as it is mutually convenient.
- C. The County and Union further agree that the Union may continue to use the County mail system for official union business. The mail system will not be used for any communications dealing with job actions or political activities of the Union.
- D. Failure to adhere to the use of the County's mail system in the above manner will result in its revocation as a privilege extended to the Union by the County.

Section 3. Claims Review

Employees who lose or damage their personal property in the course of their County employment may process a claim for reimbursement in accordance with the County claim review process as provided in Section 318 of the Kern County Policy and Administrative Procedures Manual.

Section 4. Discrimination

The County agrees not to discriminate against any employee for his/her activity on behalf of, or membership in, the Union, as stated in the Employer-Employee Relations Resolution. Both parties shall comply with all applicable federal and state laws prohibiting discrimination against any employee on the basis of race, color, creed, religion, age, sex, martial status, physical disability or the employee's inclusion in a legally protected class.

Section 5. Personnel Files

- A. An employee may review or authorize his/her designated representative to review their personnel file at the Personnel Department upon signed written request.
- B. The County reserves the right to charge an appropriate fee for duplication of records in the employee's personnel file.

Section 6. Shop Stewards

- A. The County agrees to allow authorized shop stewards to assist and represent employees in the grievance process. The County further agrees to recognize and deal with authorized union representatives in all matters related to this MOU.
- B. The number of shop stewards shall be determined as a function of a ratio of one shop steward for every 100 employees within the units covered. Exceptions (additions) to this ratio shall be made, upon mutual agreement, to adjust for geographical location, unit, or shift coverage.
- C. The Union shall provide the Chief Probation Officer with a list of the shop stewards on an annual basis. The Union shall keep the shop steward list current by notifying the Chief, in writing, of any additions or deletions to this list, together with a copy of such changes forwarded to the County Administrative Officer.
- D. The Union agrees that whenever investigation or processing of a formal grievance is transacted during working hours, the amount of time will be limited to only that which is necessary to bring about prompt disposition of the issue. Shop stewards desiring to leave their work locations to conduct Union business shall first obtain permission from their supervisor and inform them of the purpose for leaving work and expected return time. Permission to leave will be granted unless the absence would cause an undue interruption of work. In this event, release from work shall be made as soon as practicable.
- E. Prior to entering a work location, to conduct a grievance investigation or to process a grievance, the shop steward shall inform the supervisor of his/her presence. The affected employee will be released to meet with the shop steward unless leaving the job would cause an undue work interruption, in which case the employee will be released as soon as practicable thereafter.
- F. The shop steward shall perform aforementioned duties without loss of pay or other benefits.
- G. The Union's representatives (staff personnel) may intercede and replace the shop steward in a grievance investigation and processing at any time by notice to the Chief Probation Officer or his/her representative.

Section 7. Release Time

- A. Union officers will be granted a reasonable use of County time to perform their union duties.
- B. Union directors and shop stewards may be allowed reasonable use of County time to attend official KCPOA meetings and functions, if the meetings occur during their normal

work hours. Time will be granted unless the operational needs of the department prevent the absence of the employee.

- C. Employees who serve as designated members of the Union's meet and confer team will be allowed reasonable use of County time, when meeting with the County on successor MOUs, for other meet and confer sessions, and for other formal meetings regarding matters within the scope of representation. Three months prior to the expiration of the current MOU, members of the meet and confer team may be allowed reasonable release time for preparation with appropriate notice to supervisors.

Section 8. Employee Addresses

It is recognized that the Union has a need to communicate with its dues paying members in a timely and efficient manner, in order to alert new County employees of their right to belong to a union. It is further recognized that such opportunity for communication may enhance employer-employee relations.

ARTICLE IV - PAID LEAVE

Section 1. Jury Duty/Witness Appearances

- A. Upon reasonable notice to the Chief Probation Officer, all employees shall be entitled to time off without loss of pay to serve on a jury or when legally subpoenaed to appear as a witness in court, or before any tribunal, in connection with any matter regarding an event or transaction which he or she perceived in the course of his or her duties of County employment.
- B. Such paid time off shall include any actual and necessary travel time from the regular place of employment to the court or hearing place designated in the jury summons or subpoena and other paid time off relating to witness appearances which the County is required by law to pay.
- C. Unless otherwise specifically provided by minute order of the Board of Supervisors, all employees shall be responsible for demanding and collecting all fees and sums required by law to be paid in connection with such appearances and shall promptly pay over to the County all such amounts, together with any other sums, of whatever nature, received as a result of or in connection with such appearances; provided, however, that if the employee uses his/her own automobile he/she shall be entitled to retain any statutory mileage fees received in connection with such appearance.
- D. In the event an employee is legally subpoenaed to appear as a witness in a matter not related to his/her duties of County employment, the employee should be granted the use of leave time to comply with the directive of the subpoena.

Section 2. Sick Leave

- A. Each full time employee covered by this MOU shall accrue sick leave as follows:

<u>Years of Continuous Service</u>		<u>Biweekly Accrual</u>	<u>Days/Year</u>
0 through 5	=	2.46154 hrs.	8
6 or more	=	3.69231 hrs.	12

- B. Unused sick leave may be accumulated up to a maximum of 1152 hours.
- C. Sick Leave Payoff Schedule - Each employee covered by this MOU will be paid upon death or active retirement (deferred retirement excepted) for unused sick leave as follows:

<u>Years of Continuous County Service</u>	=	<u>Payoff Rate</u>
0 through 19	=	50%
20 through 24	=	75%
25 or more	=	100%

- 1. For the purposes of this subsection, "Continuous County Service" shall mean uninterrupted employment with the County of Kern. Authorized leaves of absence shall not be considered as a break in service.
- 2. The amount payable under this subsection shall be calculated based upon the employee's rate of compensation and years of continuous service at the time of retirement or death.

- D. Employees shall not be downgraded on their Employee Performance Reports for being absent pursuant to a leave governed by Section 118 of the County's Administrative Policy and Procedures Manual.
- E. 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) hours, or less, of sick leave during the previous payroll periods during that calendar year.

Section 3. Pregnancy and Maternity Leaves

Pregnancy disability leave is governed by Government Code section 12945, the Family and Medical Leave Act ("FMLA") and the Kern County Civil Service Rules. Maternity Leave (i.e., leave following the birth of a child or following the placement of a child as a result of an adoption or foster care) is governed by FMLA, the California Family Rights Act ("CFRA") and the Kern County Civil Service Rules.

Section 4. Vacation

- A. Effective on the first day of the first payroll period following the adoption of this MOU by the Board of Supervisors, the vacation entitlement for regular full-time employees covered by this MOU shall be as follows:
 - 1. Thirteen days (104 hours) vacation after one (1) year of service. Maximum vacation accrual will be 312 hours.
 - 2. Eighteen days (144 hours) vacation after five (5) years of service. (New accrual rate begins at start of 5th year of service). Maximum vacation accrual will be 432 hours.
 - 3. Twenty three days (184 hours) vacation after ten (10) years of service. (New accrual rate begins at start of tenth year of service). Maximum vacation accrual will be 552 hours.

4. Twenty-eight days (224 hours) vacation after fifteen (15) years of service. (New accrual rate begins at start of fifteenth year service). Maximum vacation accrual will be 672 hours.
- B. Regular permanent part-time employees' vacation entitlement is prorated on the same yearly basis.
 - C. The annual vacation scheduling policies of the Probation Department shall remain in effect during the term of this MOU. However, where needed, the department's scheduling policy shall be amended to allow an employee to submit a vacation request with as little as two weeks notice. Further, the department shall allow an employee to request a vacation day (maximum three (3) times per calendar year) with as little as 24 hours notice.
 - D. The granting of any vacation request, by the Chief Probation Officer or designated supervisor shall be subject to the workload and staffing requirements of the department. Denials because of staffing and workload requirements shall not be grievable under the terms of the MOU. With respect to employees with maximum vacation accruals, if the employee has been denied a proper written request for a vacation and subsequently submits a second proper written request for a vacation for a different period of time, and that second request is denied, the employee shall upon written request, be entitled to receive cash in an amount equal to the amount of vacation time the employee would have accrued while utilizing the vacation time if the second vacation request had been approved. The requests must conform to the scheduling policy of the department.
 - E. Employees shall not be downgraded on the Employee Performance Report for the use of authorized vacation.
 - F. Financial Hardship - In the event an employee incurs a serious financial hardship as the result of family illness or death, the employee may make written request to the Chief Probation Officer to cash-out all or a portion of the employee's accrued vacation. Upon investigation, the Chief Probation Officer may direct the claim to the Auditor-Controller-County Clerk for payment. Any disputes arising from a denial of any claim for payment will be resolved by application of the Grievance and Arbitration Procedure.

Section 5. Holidays

- A. During the term of this MOU, the following holiday schedule shall apply to employees covered by this MOU and as otherwise provided below:

New Year's Day
Martin Luther King's Birthday (third Monday in January)
Memorial Day (last Monday in May)
Washington's Birthday (3rd Monday in February)
4th of July
Labor Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve
Christmas Day
New Year's Eve

1. Regular part-time employees shall have their holidays governed by Section 3.20.070 of the Kern County Ordinance Code.
2. Holidays, which fall on Saturday, shall be observed on the previous Friday. Holidays which fall on Sunday shall be observed on the following Monday.
3. In a year in which Christmas and New Year's Day fall on a Saturday and are observed on Friday, Christmas Eve and New Year's Eve day holidays shall be observed on the preceding Thursday.
4. In a year in which Christmas Eve and New Year's Eve fall on a Saturday or Sunday, the holidays shall be observed on the preceding Friday.
5. The actual holiday shall be defined as the day of the week on which the holiday falls.
6. A designated holiday shall be the day observed in lieu of the actual holiday.
7. Employees regularly scheduled to work on an actual or designated holiday shall receive their regular pay. In addition, such employees shall be entitled to holiday compensation if they actually work on the actual or designated holiday.
8. In no event shall an employee receive holiday compensation for both the actual and designated holiday.
9. If the policy of the department is to pay cash for overtime, the employee's holiday compensation shall be in the form of cash. If the policy of the employee's department is to compensate the employee with compensatory time off (CTO) for overtime, the employee's holiday compensation shall be in the form of CTO. Holiday compensation paid in the form of cash shall be paid at the rate of one and one-half times the employee's regular rate of pay for each hour worked including, but not limited to, hours worked in excess of eight hours. Holiday compensation paid in the form of CTO shall equal one and one-half hours credit for each hour worked including, but not limited to, hours worked in excess of eight hours.
10. Employees who are not regularly scheduled to work on either the actual or designated holiday shall receive eight hours straight time CTO credit. In addition, if such an employee is called to work, such employee shall be compensated in accordance with Chapter 3.24 of the Kern County Ordinance Code.

Section 6. Vacation Donation Plan for Catastrophic Conditions

- A. Catastrophic leave benefits have been established for County employees governed by this MOU who have exhausted all accumulated vacation, sick leave and compensatory time off ("CTO"). The purpose of those benefits is to provide a portion or all of an employee's pay during the time the employee would otherwise be on medical leave of absence without pay pursuant to the Kern County Civil Service Rules. Catastrophic leave benefits are contingent on the receipt of donated vacation time in the manner described below.
- B. Catastrophic leave shall conform to the rules for leave of absence without pay set forth in the Kern County Civil Service Rules except that, during that portion of the leave of

absence, which is also “catastrophic leave”, the employee will be paid. Although employees on catastrophic leave will receive catastrophic pay, for all other purposes, except as indicated below, such employees will be considered on leave of absence without pay pursuant to the Kern County Civil Service Rules and they shall not accrue any leave rights while on catastrophic leave.

- C. In no event may an employee take more than six (6) months of catastrophic leave during any twelve (12) month period. Catastrophic leave and leaves of absence without pay shall run concurrently.
- D. An employee is eligible for catastrophic leave when the employee faces financial hardship due to injury or prolonged illness of the employee or employee’s spouse, parent or child (based on medical evidence) and the employee is absent from work caring for himself or herself or family members.
- E. Employees governed by this MOU may donate vacation time to another employee who meets the conditions described above. Employees may not, however, donate sick leave or CTO.
- F. Employees (or their designees) requesting establishment of a catastrophic leave bank must submit a written request to the Personnel Department. The request must provide sufficient information to enable the Director of Personnel to determine whether the reason for the leave qualifies as catastrophic. This information will be maintained confidentially to the extent required by law. Catastrophic leave requests for injury/illness must include supporting medical verification from a licensed physician. If the request is for a family member, it should also specify that the employee’s attendance of the ill or injured family member is required. Leave requests must include the estimated date of return to work
- G. It is the responsibility of the employee or co-workers to canvass other employees for the donation of leave credits, however; donations are voluntary; coercion of fellow employees is strictly prohibited. Donations must be made on the County approved authorization form. All donations are irrevocable. Donations are taxable on the part of the recipient, in accordance with IRS regulations, and are subject to withholding as required by law.
- H. Donations must be a minimum of eight (8) hours. The County will convert the donor’s vacation time hours to a dollar equivalent amount. Ninety percent (90%) of that dollar amount will then be converted to hours, using the recipient’s hourly wage, resulting in hours applied to recipient’s catastrophic pay.
- I. Health insurance coverage and retirement contributions will continue in the same manner as if the recipient employee was on sick leave. The recipient employee will not accrue sick leave or vacation benefits while using catastrophic leave.
- J. Catastrophic leave shall be terminated when one or more of the following occurs:
 - 1. The employee has exhausted six (6) months of catastrophic leave during any twelve (12) month period.
 - 2. The employee has exhausted all of his or her rights under the Civil Service Rules for unpaid medical leaves of absence, whether paid in part or in full from catastrophic leave pay.

3. Donated leave credits have been exhausted.
 4. Death of the ill or injured employee or subject family member.
 5. The employee returns to full-time, active County employment.
- K. The Vacation Donation Program for Catastrophic Conditions shall be administered by the County in a manner consistent with the foregoing terms and conditions and consistent with law and Civil Service rules.

ARTICLE V - COMPENSATION

Section 1. Longevity Pay

- A. Permanent full-time and permanent part-time employees who have completed 10 years of continuous County service shall receive an additional 2% 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 2% longevity pay on base wages (total 4%).
- C. Permanent full-time and permanent part-time employees who have completed 20 years of continuous County service shall receive an additional 2% longevity pay on base wages (total 6%).
- D. For subsection A, B and C, above, and E (1) below, continuous County service shall have the same meaning as presently used in applying vacation seniority date.
- E. (1) Permanent full-time and permanent part-time employees who have completed 25 years of continuous County service shall receive an additional 2% longevity pay on base wages (total 8%); and

(2) Employees with 30 or more years of service will receive an additional 2% longevity pay on base wages (total 10%). As used in subsection (E)(2), the term "years of service" shall mean years of service for the County of Kern as calculated by the Kern County Employees' Retirement Board in determining eligibility for retirement.
- F. An employee who during the term of this MOU reaches an anniversary date for longevity pay shall receive such pay beginning with the first payroll period following their anniversary date.

Section 2. Shift Differential

- A. Shift differential pay shall be:
A.M. Shift - 7.5% of the employee's base rate of pay
P.M. Shift - 5.0% of the employee's base rate of pay
- B. A "shift" for the purpose of shift differential pay, as described in Section 2(A) above, is defined as follows:
 1. P.M. Shift - Any work period encompassing at least five (5) hours of work between the hours of 3:00 p.m. and 12:00 midnight.

2. A.M. Shift - Any work period encompassing at least five (5) hours of work between the hours of 12:00 midnight and 7:00. Effective November 4, 2000, an A.M. Shift shall be defined as any work period encompassing at least five (5) hours of work between the hours of 12:00 midnight and 9:00 a.m.

C. In counting the five hours worked provisions above, the following are excluded:

1. Any time off with or without pay, i.e., mealtime, vacation, sick leave, compensatory time off, etc. (rest periods excepted).
2. Time for which compensatory time off or overtime is earned.

Notwithstanding the foregoing, the time worked on a holiday or designated holiday pursuant to Article IV, Section 5 of this MOU shall count when determining the five hours worked threshold for shift differential pay.

D. A regular employee shall be entitled to shift differential pay for the entire shift (not just the five (5) hours necessary qualifying time).

Section 3. Overtime Compensation

During the term of this MOU, the County ordinances, policies and procedures regarding overtime, as they apply to employees governed by this MOU, shall be observed and employees shall continue to be eligible to receive compensatory time off in lieu of cash.

Section 4. Compensatory Time Off

- A. Represented employees may accumulate a maximum of one hundred hours of compensatory time off ("CTO") at any one time.
- B. The Probation Department's practices and procedures regarding CTO shall remain the same.

Section 5. Standby and Availability Pay

A. Standby

1. Definition of Standby – 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 cannot use the time effectively for his 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 home or with County officials where he may be reached, or is merely required to be available via a beeper, pager, or other communications device, is not working while "on-call" and is not 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 Chief Probation Officer to be on standby duty shall receive one-quarter of his/her hourly pay, or the minimum wage, whichever is higher for the hours required to be on stand-by.

Employees on standby duty that are called back to work shall not receive standby pay while in a called-back status.

This Section (Article V, Section 5) is intended to govern all of the standby and availability rights of the employees covered by this MOU. None of the Ordinance Code provisions relating to standby or availability pay apply to these employees.

Section 6. Bi-lingual Pay

In accordance with Section 118 of the Kern County Policy and Administrative Procedures Manual, the County agrees to pay \$25 per pay period for those pay periods in which an eligible employee is assigned to a designated position requiring bi-lingual abilities. The Bilingual Pay Program will include the payment of \$50 per pay period for those positions, which require written bilingual skills to perform a critical part of the employee’s job.

Section 7. Salary Adjustments

The parties agree to maintain the existing salary schedule as indicated in the following charts:

Item No.	Classification	Salary Range	Monthly Equivalent
2595	Juvenile Corrections Warehouse Supervisor	55.3	\$3429 – \$4186
3515	Juvenile Corrections Officer III	59.2	\$4165 – \$5084
3516	Juvenile Corrections Officer II	56.8	\$3695 – \$4511
3517	Juvenile Corrections Officer I	54.3	\$3262 – \$3982
3519	Juvenile Corrections Maintenance Worker	56.8	\$3695 – \$4511
3525	Juvenile Corrections Facility Maintenance Worker	59.2	\$4165 – \$5084
3527	Juvenile Corrections Food Services Supervisor	59.8	\$4291 – \$5239
3530	Juvenile Corrections Senior Cook	56.8	\$3695 – \$4511
3532	Juvenile Corrections Cook	54.3	\$3262 – \$3982
3540	Juvenile Corrections Custodian	54.3	\$3262 – \$3982
3542	Juvenile Corrections Support Services	54.3	\$3262 – \$3982

3476	Probation Supervisor	63.3	\$5110 – \$6238
3489	Deputy Probation Officer III	61.4	\$4648 – \$5674
3490	Deputy Probation Officer II	59.5	\$4227 – \$5161
3491	Deputy Probation Officer I	56.4	\$3622 – \$4422

Section 8. Labor Code Section 4850 Time

Employees receiving pay while on leave under the provisions of Labor Code section 4850 (“4850 leave”) shall receive 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 County shall continue its other existing practices relating to the computation of

4850 pay. KCPOA agrees that this Section 8 is a legally correct method of calculating 4850 pay and resolves all disputes between the parties relating to the calculation of 4850 pay.

Section 9. Canine Pay

Employees assigned to maintain the Probation Department's canines in their homes will receive additional pay equal to 5% of their base salary in full compensation for the hours spent to care for their assigned animals. The County and the Union agree that the additional compensation is reasonable and satisfies the requirements of the Fair Labor Standards Act as it exceeds the State of California minimum wage paid at time and one half for the approximate 3.5 hours per week which the County and the Union agree it will take to perform the fluctuating, unsupervised and unrecorded hours of work relating to canine care which will occur outside of and in addition to the normal work week.

Section 10. Training Incentive Pay

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 Chief Probation Officer 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.

ARTICLE VI - BENEFITS

Section 1. Medical/Dental/Vision/Prescription Drug

- A. All eligible employees hired in a permanent position in the classified service, on or after April 15, 1997 (hereafter "new employees"), shall be required to pay, by payroll deduction, twenty percent (20%) of the insurance premium for the employee's medical, dental and vision insurance (hereafter collectively referred to as "health insurance") except for new employees who decline the County's health insurance coverage in accordance with the provision provided below. (All insurance premiums referenced in this subsection shall equal ninety-eight percent (98%) of the applicable COBRA premium.)

Effective with the first day of the first pay period following adoption of the MOU, all eligible employees hired prior to April 15, 1997, who at that time were employed by the County in a permanent position in the classified service, shall be required to pay, by payroll deduction, ten percent (10%) of the insurance premium for the employee's health insurance.

- B. Employees may decline coverage under the County's health insurance provided that the employee executes a declaration, in a form acceptable to the County, in which the employee: (i) declares that the employee has medical insurance coverage for the employee; and (ii) declines coverage under the County's health insurance program for the employee and the employee's dependents. New employees who decline coverage may not enroll in the County's health insurance program until the next open enrollment period. New employees who have not declined coverage shall have the option of obtaining County health insurance for the new employee's dependents. In the event that such employees opt to obtain health insurance for dependents, the employee shall be required to pay, by payroll deduction, twenty percent (20%) of the appropriate premium for dependents. The health insurance program offered to new employees and their

dependents shall consist of three components: medical, dental and vision. That program must be accepted or declined in its entirety. It is not permissible to pick and choose among those components.

- C. The County will continue to provide an annual open enrollment for employees to change dental plans and/or enroll eligible dependents.
- D. The County and the Union will continue utilizing the Health Benefits Committee to study and identify ways in which to improve insurance plans and contain costs.
- E. The County will continue to provide medical/dental/vision and prescription drug coverage as described in the Summary Plan Documents maintained by the third party administrators, which may be revised from time to time in accordance with the law.
- F. Retiree Health Premium Supplement Program
 - 1. Effective July 8, 2006, the employee contribution rate for the Program was increased to 1.62% of base salary, as provided for in Resolution No. 2007-380 adopted by the Board of Supervisors on September 18, 2007.
 - 2. In each subsequent fiscal year, the contribution rates for both employees and the County will increase at a percentage equal to the annual increase in the composite rate for the County health plan (i.e., the per capita composite rate used for County budget purposes). Except that contribution rates may not be lowered, until/unless an actuarial study determines the plan has achieved a funding basis in excess of 100%.
 - 3. The parties agree to continue to exclude from the Premium Supplement Program those employees who, because of age at time of employment (45 years old and over), could never receive a benefit.
 - 4. The Premium Supplement Program shall include the following: (a) the minimum qualifying criteria will change to age 50, with 20 years of County service, as defined in the plan document, and the benefit shall increase by ten percent (10%) per year of service so that 25 years of service will qualify for 100% of the available benefit; and (b) any employee with five or more years of County service who retires due to a service-connected disability pursuant to the County Employees' Retirement Law of 1937 and who is otherwise eligible, will become eligible for 100% of the available benefit regardless of age. No retroactive benefits shall be paid.
- G. The County will continue to provide life insurance coverage for covered employees in the amount of \$10,000 per employee.
- H. The County will continue the VSP (vision) benefit to not only cover lenses and frames every other year without restriction but also to cover lenses and frames annually if there is a significant change in the employee's prescription. Significant change is defined as:
 - 1. A prescription axis change of at least 20 degrees, or a sphere or cylinder change of at least .50 diopter; or,
 - 2. A visual acuity improvement, resulting from the new prescription, of at least one line of the standard eye chart.

Section 2. Retirement

- A. The County agrees to continue safety retirement, with the retirement benefit formula contained in Government Code section 31664.1 (i.e., 3% @ age 50).
- B. The County agrees to continue Government Code 31727.7 for all retirement members, relating to non-job related disability benefits.
- C. Except as provided in D and E below, all permanent employees with five or more years of service shall not be required to pay any contributions to retirement and the County shall pay one hundred percent (100%) of those employees' normal contributions in accordance with Government Code sections 31630 and 31639.85.
- D. Employees hired on or after September 18, 2007, the date the Board of Supervisors adopted Resolution No. 2007-380 ("post Resolution No. 2007-380 employees") will contribute 100% of the individual employee's contribution to retirement for their entire careers. The current contribution rate (3/200) is set forth in Resolution No. 2004-144, as modified herein to provide that new employees will contribute a uniform contribution rate, as an average, of 11.27% of salary, as administered in the same manner as other employees paying that uniform contribution rate until modified as provided as follows. The average safety contribution rate will be reexamined and modified, as necessary, for all employees paying the uniform safety contribution rate, to the average safety contribution rate as determined in the course of the triennial experience study conducted by the Kern County Employees' Retirement Association.
- E. Notwithstanding the above, all employees hired prior to September 18, 2007 who have not attained five years of service shall pay one hundred percent (100%) of the employees' 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, until they have attained five years of service at which point those employees shall no longer be required to make their normal contribution to retirement and the County shall pay one hundred percent (100%) of those employees' normal contributions in accordance with Government Code sections 31630 and 31639.85. Effective January 1, 2010, all employees hired prior to September 18, 2007 who have not attained five years of service shall continue to pay one hundred percent (100%) of the employees' normal contribution to retirement, as described above, until they have attained seven years of service.
- F. As used in this subsection "C", "D", and "E" above, the term "years of service" shall mean years of service, as calculated by the Kern County Employees' Retirement Association, in determining eligibility for retirement.
- G. In accordance with Government Code Section 31641.95, on April 15, 1997, the County Board of Supervisors adopted a resolution permitting employees to purchase retirement credit for all legally eligible prior public service. All purchases of retirement credit shall be in accordance with the rules and regulations of the Kern County Employees' Retirement Association and the Government Code.
- H. This MOU does not create a vested right to continue County payments of employee contributions or to purchase retirement credit for prior service that is independent of this or successor MOUs. Said terms and conditions will remain in full force and effect until final approval of a successor MOU or the parties reach impasse and exhaust all legally required impasse resolution procedures.
- I. Employees who, in good faith, have designated an effective date of retirement from County service may rollover their accumulated vacation and sick leave balances to the Kern County

Employees' Retirement Association no earlier than three (3) months prior to the designated date of retirement. This rollover shall be for the express purpose of receiving credit in the KCERA retirement system for all legally eligible prior public service.

- J. In addition to the ability to roll-over accumulated vacation in the manner described in subsection "I" 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 the Chief Probation Officer 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.
- K. On or after December 1, 2009, KCPOA upon request of the County shall reopen negotiations regarding the issue of a lower retirement tier option.

Section 3. Golden Handshake

A. Preamble

WHEREAS, the County of Kern recognizes a revenue shortfall could occur in some budget units during the term of this MOU, and said shortfall may only be met by a downsizing of operating departments which will require the deletion of filled positions causing the layoff of permanent County employees represented by KCPOA, the COUNTY and KCPOA have agreed to exercise the provisions of Government Code §31641.04 of the County Employees' Retirement Act of 1937 ('37 Act) (commonly called the Golden Handshake) adopted by Kern County Ordinance G 5621 on September 21, 1991, to mitigate, where possible, the numbers of employees that must be laid off pursuant to the provisions of Kern County Civil Service Rule 1300.

B. Adopted Provisions

The Kern County Board of Supervisors, will, by board resolution, grant two (2) years of additional service credit to specified eligible employees who retire during times to be specified by Board Resolution.

C. Criteria

The County and KCPOA further agree to the implementation of §31641.04, the Golden Handshake, subject to the following criteria:

1. The offering will be made only to eligible members holding positions within the departments specified by Board Resolution, and whose retirement would logically prevent the layoff of a less senior employee. In no instance will the County be required to make the offering, if the said offering would foreseeably result in an operational detriment.
2. The number of employees offered a Golden Handshake within a department and classification, or classification series or logical progression of classifications will be limited to the number of position deletions necessary to achieve the financial objectives of the specified departments. In no event will the resultant retirements exceed the number of positions deleted.
3. In the event the operation of criterion 2 above, results in an excess number of employees desiring to participate in the Golden Handshake program, the eligible

employees will be offered the retirements in descending order of County seniority as seniority is defined in Civil Service Rule 1310.80.

4. The department head or appointing authority of a specified department will be allowed the discretion to determine the classifications and number of eligible employees (within the criteria stated above) to which this offering will be made. This discretion, however, must be applied reasonably within the stated goal, of, whenever possible, avoiding the layoff of a permanent employee.

D. Paid Leave Balances

The County and KCPOA further agree, notwithstanding the provisions of any other existing MOU, statute, rule or ordinance, to the following:

1. Earned sick leave payoffs, as provided in Article IV, Section 2 of this MOU will be deferred and paid as follows:
 - a. One half of the qualified payoff amount will become payable upon retirement; and
 - b. One half of the qualified payoff amount will become payable twelve (12) months following retirement.
2. Earned vacation payoffs, as provided by law and ordinance, will be deferred and paid as follows:
 - a. One half of the qualified payoff amount will become payable upon retirement; and
 - b. One half of the qualified payoff amount will become payable twelve (12) months following retirement.
3. No interest shall be earned or paid on the deferred eligible payoff amounts.
4. Any retiring employee may elect to request a salary advance against his/her accumulated sick leave or vacation payoff balance for the purpose of buying back any eligible prior service time, as permitted by ordinance. An advance may be made up to the total amount needed, after the deduction of payroll taxes, as determined by KCERA, to buy back eligible service time in order to receive credit in the KCERA retirement system. Any remaining balance of accumulated sick leave or vacation credit will be paid in equal installments as provided above.

E. Disputes

Because of the time lines involved in this program, the parties agree to the following procedure for the resolution of any disputes that may arise from application of Article VI, Section 3 of this MOU.

1. A five (5) person panel comprised of the Assistant Administrative Officer, the Employee Relations Officer, the Director of Personnel (or, in his absence, the Assistant Director), the director of the specific department, and the President of KCPOA, will be formed to adjudicate disputes.

2. An employee who believes himself/ herself aggrieved by operation of this Section of this MOU, may submit his or her complaint in writing to the Assistant County Administrative Officer, who will call a meeting of the above defined panel.
3. The complainant and his/ her representative may appear before the panel and present relevant evidence and/or argument to support his/her claim.
4. A complaint must be submitted within 5 calendar days of the employee's belief he/she has been aggrieved.
5. The panel will reach a decision on the complaint and said decision of the panel will be final and binding upon the parties.
6. The authority of the panel to adjudicate disputes based upon operation of this MOU will terminate with this MOU.

Section 4. Professional Fees

The County agrees to pay 100% of a required fee, not to exceed \$500, to each County employee who is required by a state or federal agency to maintain a license or registration in order to remain eligible to perform the duties of his or her current job classification. This provision shall not apply to a driver's license. In the event the required license or registration is for more than one year, the County will pay the required fee except that the County shall not pay any amount in excess of the total of \$500 per year for each year of the license or registration.

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. The County will determine the number of uniforms, and methods and amounts of procurement.
- B. 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.

Section 6. Rest Periods

The County agrees that the Chief Probation Officer may authorize employees rest periods each day not to exceed fifteen (15) minutes during each four-hour period.

Section 7. Travel Expense

Any employee required to travel on business for the County, and who utilizes his/her privately owned vehicle shall be reimbursed at the allowable federal rate for income tax purposes for miles traveled in the course of County business. Per diem expenses for food and lodging are set forth in the County Policy and Administrative Procedures Manual. The County shall review the mileage and per diem expenses at least annually for rate adjustment.

Section 8. Moving Allowance

Any employee transferred by the appointing authority from one geographical location to another, which entails a household move of over twenty (20) miles, shall be paid a moving allowance as follows:

21 - 50 miles	=	\$150
51 - 100 miles	=	\$225
101 or more	=	\$275

Section 9. KERN\$FLEX I

- A. The employees covered by this MOU continue to be eligible to participate in the Cafeteria Plan known as KERN\$FLEX I. KERN\$FLEX I was developed and maintained to meet the appropriate requirements of sections 105, 106, and 129 of the Internal Revenue Code of 1986, as amended. KERN\$FLEX I includes flexible spending accounts for dependent care expenses, un-reimbursed medical expenses, a premium reduction component for employee contribution to County health insurance programs, and other specified insurance programs.
- B. The administration of KERN\$FLEX I will be regulated by the Plan Document as adopted, and periodically amended, by the Kern County Board of Supervisors and by the applicable state and federal laws.
- C. The parties have discussed the issue of employer cash contributions to cafeteria plans and agree that a cash contribution will not be a component of KERN\$FLEX I.

ARTICLE VII
RECOVERY OF OVERPAYMENTS OR CORRECTION OF UNDERPAYMENT OF
WAGES OR EMPLOYEE BENEFITS

- A. If, as a result of an administrative error, any employee of the County receives payment of monies or receives benefits in excess of that legally due, the employee will reimburse the County by one or more of the following methods after the employee is provided the opportunity to sign a "Request for Correction of Payroll Error" at the departmental level:
 - 1. Repayment in cash, net of taxes, in full or by a fixed installment plan agreed to by the employee and the Auditor-Controller-County Clerk after the employee is provided documentation of the error, notice, and the opportunity to object;
 - 2. Repayment in full, deducted from the next payroll warrant issued to the employee after the employee is provided documentation of the error, notice, and the opportunity to object. This option will only be used by the Auditor-Controller-County Clerk, with due consideration of the amount to be deducted and the amount of disposable earnings available to the employee;
 - 3. Repayment by the reduction of accumulated vacation hours and/or compensatory time off hours by the number of hours calculated to produce a dollar amount, net of taxes, to repay the County after the employee is provided documentation of the error, notice, and the opportunity to object;

4. Repayment by fixed installment deductions from sequential payroll warrants, after the employee is provided documentation of the error, notice, and the opportunity to object.. The number and amount of installments will be determined by the Auditor-Controller-County Clerk, with due consideration of the amount of the overpayment and the amount of disposable earnings available to the employee; or
 5. Any combination of the above, as mutually agreeable to the employee and the Auditor-Controller-County Clerk.
- B. If, as a result of an administrative error, any employee of the County receives payment of monies or benefits less than that legally due, the County will reimburse the employee by one or more of the following methods:
1. An employee who is underpaid on a payroll warrant will receive a corrected payment in the next available payroll cycle; or
 2. In the event an employee is underpaid a substantial portion of monies or benefits legally due, on a payroll warrant, the Auditor-Controller-County Clerk may issue a salary advance.
- C. Disputes regarding the application of this section will be resolved pursuant to the Grievance and Arbitration Procedure. Collection of such disputed amounts will be held in abeyance until such grievance is adjudicated.

ARTICLE VIII – VOLUNTARY FITNESS AND WELLNESS PROGRAM

Payments under the Voluntary Fitness and Wellness Program shall continue in accordance with Section 2 (D) below. Fitness testing and medical examinations for participants will be performed biennially on the employee’s own time or with the employee’s approved paid leave time. The Probation Department will schedule all of the exams and tests; however, it is the employee’s responsibility to contact the Probation Department to ensure that the exams and testing are done on a timely basis.

All general and specific medical information derived as a result of an employee’s participation in this program is confidential and shall not be disclosed to any person or entity, including the County, without the express written consent of the employee or proper legal process; furthermore, that information will not be used for any employment purpose except to determine the employees entitlement to the Fitness/Wellness premium pay.

Section 1. MEDICAL CLEARANCE AND FITNESS TESTING

A. Medical Clearance Exam:

1. Eligible employees who choose to participate will receive an initial physician-supervised physical to determine if the employee is medically fit to perform the fitness exam.
2. The medical evaluation described above will include:
 - a. Physical Exam
 - b. Review of Health Questionnaire

3. The Medical Clearance Exam will be performed on the employee's own time or with the employee's approved paid leave time, through the County approved physician.
4. The Qualifying Medical Clearance Exam shall be paid for by the County.
5. The Medical Clearance Exam shall be used on a biennial basis to determine if the employee is medically fit to perform on-going fitness examinations.

B. Qualifying Fitness Testing:

1. Upon receiving medical clearance as described in Section A. above to perform the fitness testing, eligible employees will perform one of two fitness tests to establish a fitness level expressed in terms of a Metabolic Equivalent (MET). The County will provide a premium pay for those employees who have qualified through such County testing as achieving certain MET levels as follows:
 - a. 2% of base pay to employees who have achieved a fitness score of 11 METS.
 - b. 4% of base pay (not cumulative) to employees who have achieved a fitness score of 12 METS or above.
2. Eligible employees will have the option to perform either the Cardio Pulmonary Treadmill with Oxygen Uptake/METS (MET exam) or the KRN Work Capacity Test. An employee that receives a score of 11 METS or above on either test will be entitled to the appropriate compensation for a period of two years. The employees will have to re-qualify in accordance with the procedure below.
3. The MET Exam is a medically supervised exam which must be performed through the County's approved physician at County expense.
4. The KRN Work Capacity Test is described as follows:

Achievement Level	Description
KRN 11 MET	3-mile hike with 45lb pack in 47:14 minutes
KRN 12 MET	3-mile hike with 45lb pack in 46:03 minutes

5. KRN Work Capacity Testing Process:
 - a. All certified sites will be lap-based, not out and back courses. Prior to the commencement of the testing process all sites will be certified by selected personnel as determined by Probation management, through the use of a measuring wheel, to verify the length of a lap. If there is an adjustment to be made for altitude it will be pre-identified.
 - b. Personnel will be tested on a certified course under direct observation. The tests will be timed and the weight of the vest will be verified prior to the beginning of the test.
 - c. The person being tested should be wearing light clothing and appropriate footwear. They should be rested and hydrated before beginning the test.
 - d. Personnel to be tested must have been cleared by the Department's Medical Provider prior to attempting any testing. This requires verified completion of the examination described in section A, Initial Qualifying Exam.

- e. Department personnel of the rank above the classification being tested will serve as proctors to observe testing for personnel of lesser rank.
- f. Personnel are not allowed to run or jog during the test. One foot must be on the ground at all times. This is not a contest of speed; it is to certify that they have covered the required distance within the required time limit. Personnel will be given one warning by the proctor. If they continue to violate testing policy they will be disqualified and have to retest at the next available scheduled testing.

C. Biennial Medical Clearance Exam and Fitness Testing:

To maintain the physical fitness incentive pay, the following process applies:

1. Biennially, following the initial Medical Clearance Exam, all eligible employees who choose to participate must take the Medical Clearance Exam described in item A 2 of this policy.
2. The Medical Clearance Exam must be performed at least biennially to maintain the fitness incentive pay.
3. The qualifying and biennial Medical Clearance Exams shall be paid for by the County. Any necessary medical clearance exams for optional fitness retesting shall be paid by the employee.
4. If an employee is unable to take one of the fitness tests described above, while on 4850 time or other approved disability leave (not to exceed one year), the County shall continue to pay the fitness premium. In no event shall the fitness premium be paid during any period of unpaid leave or absence.

D. Optional Fitness Testing Re-Test:

In the event the employee is unsuccessful in passing the Fitness Test, voluntary retesting will be subject to medical approval, and is to be performed on the employee's own time, or with approved paid leave, and at the employee's expense.

1. The following is the time line for re-testing of employees that did not reach the minimum requirement for incentive payment of 11 METS or better or 12 METS during the MET exam Fitness Test:

11 – 11.9 METS:	Re-test performed one month (minimum) after the initial Fitness Test.
10 – 10.9 METS:	Re-test performed one month (minimum) after the initial Fitness Test.
9 – 9.9 METS:	Re-test performed two months (minimum) after the initial Fitness Test.
8 – 8.9 METS:	Re-test performed three months (minimum) after the initial Fitness Test.

Employees not reaching the minimum requirement for incentive payment of 11 METS or better or 12 METS during the KRN test may reschedule to take another

KRN test but may not do so until at least sixty (60) days following their last KRN test.

2. If applicable, re-testing METS services shall be paid in full, by the employee, directly to the provider at the time of the service. Retesting for KRN testing shall be paid, in full, directly to the Probation Department prior to the time of the test and shall equal the actual salary paid to the Probation Department employee who acts as the test proctor for one and a half hours.
3. If the Fitness Test results in a score of 7 METS or below, the employee may consult with the provider's medical staff to recommend an appropriate time to re-test.
4. Employees will not be allowed to perform either METS Test or the KRN Work Capacity Test if they fail the Medical Clearance Exam or vital signs are abnormal.

Section 2. SCHEDULING AND PAYMENT OF FITNESS INCENTIVE

A. Scheduling:

Eligible personnel who voluntarily desire testing must contact the Human Resources Division of the Kern County Probation Department to obtain the necessary authorization. Human Resources staff will schedule the initial Medical Clearance Exam and/or the Biennial Medical Clearance Exam Qualifying Test and the applicable Fitness Test.

B. Results:

Provider will send results of the METS exam(s) to the Kern County Probation Department designee on a weekly basis, and shall include the date of the exam, employee's name, re-test date (if applicable), and the MET level achieved.

The Probation Department will use this information to determine the incentive percentage paid.

C. Exam Process:

The overall exam may take up to two (2) hours. It is recommended that employees wear loose fitting clothing and athletic shoes at the time of the exam.

D. Payment of the Fitness Incentive:

Payment of the fitness incentive will begin the first day of the first pay period following the County's receipt and processing of eligible fitness test results.

ARTICLE IX - GRIEVANCE AND ARBITRATION PROCEDURE

OBJECTIVES:

To informally settle disagreements at the employee-supervisor level.

To provide an orderly procedure to handle the grievance through each level of supervision.

To correct, if possible, the cause of the grievance to prevent future complaints.

To promote harmonious relations among employees, their supervisors, and departmental administrators.

To assure fair and equitable treatment of all employees.

To resolve grievances at the departmental level before appeal to higher levels.

DEFINITIONS:

The following terms, as used in the Article, shall have the following meaning:

Grievance: A complaint by an employee, alleging a violation of this MOU, rules and regulations (except Civil Service Commission rules) or policies governing personnel practices and working conditions. A grievance may also be filed when the employee believes an injustice has been done because of an unfair application or deviation from a departmental policy.

Day: Calendar day, exclusive of Saturday, Sunday, and County holidays.

Employee: Any employee in the classified service of the County, regardless of status.

Immediate Supervisor: The person who assigns, reviews, or directs the work of an employee.

Superior: The person to whom an immediate supervisor reports.

Representative: A person who appears on behalf of the employee.

Department Head/Appointing Authority: The Chief Probation Officer.

EXCLUSIONS:

1. Work assignments, unless the complaint arises out of an allegation that the employee was required to work out-of-classification in violation of County Ordinance Code and did not receive out-of-classification pay, or unless there is evidence the assignment of work is a form of disciplinary action.
2. Classification and salary matters relative to classifications.
3. Appeals involving demotions, dismissals, salary increment denials, suspensions, promotions, separations, and examination procedures. (These matters are within the Civil Service Commission's authority.)
4. County policy and ordinance questions, including subjects involving newly established or amendments to existing Board of Supervisors' resolutions, ordinances, or minute orders, unless the allegation is that they are not uniformly administered.
5. Work performance evaluations.
6. Impasses in meeting and conferring upon terms of a proposed MOU.
7. Grievances filed after twenty (20) days from date of occurrence, or after twenty (20) days from the date the employee had knowledge of an occurrence (but in no case later than one (1) year from date of occurrence).

TIME LIMITS:

Time limits are established to settle grievances quickly. Time limits may be extended by agreement of the parties. If the grievant is not satisfied with the decision rendered, it shall be the grievant's responsibility to initiate the action, which submits the grievance to the next level of review within the time limits specified. Failure of the employee to submit the grievance within the time limits imposed shall terminate the grievance process, and the matter shall be considered resolved. Failure of the County to respond within the time limits specified will allow the grievant to submit the grievance to the next higher step of the grievance procedure.

THE PARTIES' RIGHTS AND RESTRICTIONS

1. A party to the grievance shall have the right to record a formal grievance meeting at the expense of the requesting party.
2. The grievance procedure shall not limit the right of any employee to present a grievance individually.
3. An employee may have a representative present at all steps of the grievance procedure.
4. Reasonable time in processing a grievance will be allowed during regular working hours with advanced supervisor approval. Supervisory approval will not be unreasonably withheld.
5. Only a person selected by the employee from within a recognized employee organization and made known to management prior to a scheduled grievance meeting shall have the right to represent or advocate as an employee's representative.
6. Nothing within this grievance procedure shall be construed as limiting the right of management to manage the affairs of the County.
7. Grievances of an identical nature concerning the same subject matter, may be consolidated.

INFORMAL GRIEVANCE DISPOSITION

Within twenty (20) days from the occurrence of the issue that gave rise to the complaint, or within twenty (20) days from the employee's knowledge of the occurrence (but no later than one (1) year from the date of occurrence), an employee will promptly and informally meet to discuss the complaint with his/her immediate supervisor. In those circumstances where the nature of the complaint involves the immediate supervisor, the employee may informally discuss the complaint with the next higher level of supervision, provided prior notification is given the immediate supervisor by the employee. Such initial discussion shall precede the use of the formal grievance procedure. If the supervisor fails to reply to the employee within five (5) days of the meeting, or if the employee is not satisfied with the decision, the employee may utilize the formal grievance procedure.

Grievance forms are available in the department for this purpose.

FORMAL GRIEVANCE PROCEDURE

Step 1. The grievance form and any supporting documents shall be delivered to the supervisor with whom the informal meeting was held no later than five (5) days from receipt of the supervisor's informal response or within ten (10) days from the close of the informal

meeting if no decision is rendered. The formal grievance procedure shall be initiated by the employee, stating the nature of the grievance, the alleged violation by section or number, if any, and the desired solution, in writing on the grievance form, together with any supporting documents attached to the grievance form.

The supervisor shall hold a formal meeting with the employee within five (5) days of the receipt of the formal grievance to review the facts, gather all supporting documents, discuss the complaint and desired solution, and discuss the proper appeal procedure.

The supervisor will issue a written decision on the original grievance form within five (5) days of the close of the formal meeting.

Step 2. If the employee feels the immediate supervisor has not resolved the grievance, the employee may appeal to the next higher level of supervision and department head jointly. At this time, all supporting documents and evidence relative to the grievance shall be included with the appeal and made known to both parties. The person occupying the next higher level of supervision (identified by the department), together with the department head, shall hold a formal meeting with the employee and his/her representative, if requested, within ten (10) days from the date of the appeal receipt, and attempt to settle the grievance.

A decision shall be made, in writing, on the original grievance form to the employee by the department head within ten (10) days from the close of the formal meeting.

Step 3. If the employee is not satisfied with the decision of the department head, he may appeal the decision to the County Administrative Officer (CAO) within five (5) days from receipt of the department head's decision. In his/her appeal to the CAO, all supporting documents must be attached to the grievance form, together with the grievant's reason for appeal and stated remedy requested.

The CAO or his/her designee will review the original grievance, all supporting documents, the department head's response, and the remedy requested, and issue a written decision within ten (10) days of receipt of the grievance.

If the employee is not satisfied with the decision of the CAO or his/her designee, the employee may, within thirty (30) days of receipt of the decision, submit the grievance to advisory arbitration by written request to the CAO.

If the grievance is submitted to advisory arbitration, the grievant, his/her representative, if any, and the CAO, or his/her designee, shall, within five (5) days of receipt of the grievant's request, set a date for a meeting to:

- 1) Attempt to settle the grievance.
- 2) Agree to any stipulations.
- 3) Agree upon the issue statement. (Issue statement will reflect issue as presented in original grievance as written on grievance form).
- 4) Select an impartial arbitrator.

SELECTION OF THE ADVISORY ARBITRATOR

If the parties fail to agree on an arbitrator, a list of five (5) neutrals will be jointly requested from the Federal Mediation Service, the State Mediation and Conciliation Service, or the American Arbitrator's Association. The agency will be mutually selected.

The parties shall select a neutral by alternately striking a name from the list, with the remaining name being the selected neutral. Should both parties agree that the first list submitted is unsatisfactory, the parties may request a second list.

The arbitration procedure will be informal and private. The arbitration procedure shall not be bound by any of the rules of evidence governing trial procedure in state courts.

The arbitrator will not have the power to add to, subtract from, or otherwise modify the provisions of any MOU, Rules, Regulations, or Ordinances of the County of Kern.

The arbitrator will confine himself/herself to the issue submitted.

The arbitrator's decision is binding upon approval by the Board of Supervisors.

The cost of the arbitrator shall be borne equally between the County and the grievant. Each party shall bear its own costs relating to arbitration including, but not limited to, witness fees, transcriptions and attorney fees.

The arbitrator shall be requested to submit his/her decision within thirty (30) days from the close of the hearing.

ARTICLE X - SEVERABILITY

If any provisions of this MOU, or the application of such provision shall be rendered or declared invalid by any court action, or by reason of any existing or subsequently enacted legislation, the remaining parts or portions shall remain in full force and effect.

ARTICLE XI - DURATION OF THE MOU

- A. Upon ratification by the KCPOA and approval by the Board of Supervisors, this MOU shall become effective and binding upon the parties in accordance with Section II, Article 14, of the Employer-Employee Relations Resolution. The parties agree to be bound by this MOU notwithstanding any decision in PERB Case no. LA-CE-343-M (Kern County Probation Officers' Association v. County of Kern and Ron Errea).
- B. The term of this MOU shall be from the date the Board of Supervisors approves this MOU through June 30, 2010.

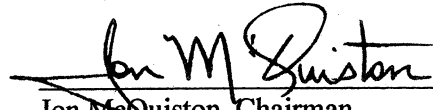
This Memorandum of Understanding entered into and signed this 27th day of October, 2009.

KCPOA



Brian Ronan
President, KCPOA

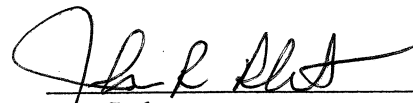
COUNTY OF KERN



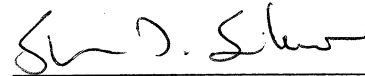
Jon McQuiston, Chairman
Kern County Board of Supervisors



Susan Wells
Employee Relations Officer



John Roberts
Chief Probation Officer



for Steve Sanders
Deputy County Counsel