

Kern County

Agt. # 512-2024



GROUNDING  BOUNDLESS

Kern County Probation Managers' Association Memorandum of Understanding

September 10, 2024 – June 30, 2027

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PREAMBLE

This Memorandum of Understanding, hereinafter referred to as "MOU", is entered into by the County of Kern, hereinafter referred to as "County", and the Kern County Probation Management Association, hereinafter referred to as "Association" or "KCPMA," on behalf of the employees covered hereby. This MOU sets forth 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.

ARTICLE I – TERM

This MOU between the County and KCPMA is effective upon approval by the Board of Supervisors and expires on June 30, 2027.

ARTICLE II – IMPLEMENTATION

This MOU constitutes the agreement of KCPMA, as approved by the membership of KCPMA, and the authorized representatives of the County. It is agreed that this MOU shall not be binding upon the parties – either in whole or in part unless and until the County's Board of Supervisors approves it. Pursuant to Government Code section 3505.1 and in accordance with Article 14 of Kern County Resolution # 84-166, (hereinafter referred to as the Employer-Employee Relations Resolution (EERR)), this MOU is being presented to the Board of Supervisors for approval.

ARTICLE III - INTEGRATION AND RELATED PROVISIONS

Section 1. Full Understanding, Modifications, and Waiver

- A. This MOU sets forth the full and entire understanding of the parties regarding the specific matters set forth herein. No other prior or existing oral or written understandings or agreements by the parties shall have any force or effect with respect to the matters covered hereunder. The parties intend for this MOU to be a fully integrated agreement with respect to such matters.
- 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 party 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 the failure to enforce any of its terms, shall not constitute a waiver of the right to future enforcement of any of the terms of this MOU.
- E. Existing practices within the scope of representation per Government Code Section 3500 *et seq* (the "Meyers-Milias-Brown Act") not covered by this MOU shall remain in full force and effect unless changed or abolished through the meet and confer process.

ARTICLE IV- RECOGNITION

Section 1. Association Recognition

The County recognizes the Association as the recognized employee representative organization for all permanent employees in the classifications of Deputy Chief Probation Officer, Probation Division Director, and Assistant Probation Division Director. The Association has been certified as such by the Board of Supervisors, pursuant to the EERR, and the Meyers-Milias-Brown Act.

It is further understood that any employee, to the extent permitted by law, shall have the right to represent themselves individually in their employment relations with the County.

Section 2. Authorized Agents

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

- A. County's principal authorized agent shall be the Chief Human Resources Officer, or their duly authorized representative (Address: 1115 Truxtun Ave, Bakersfield, California, 93301; Phone: 661-868-3480), except where a particular County management representative is specifically designated in connection with the performance of a specified function or obligation set forth herein.
- B. KCPMA's principal authorized agent shall be the President of KCPMA or their duly authorized representative (Address: 2005 Ridge Road, Bakersfield, CA 93305).

ARTICLE V - GENERAL PROVISIONS

Section 1. Health/Safety

The County will provide safe and sanitary working conditions and equipment as required by applicable law, statute, regulation, or ordinance.

Section 2. Payroll Deduction

- A. The County of Kern agrees to the union dues check off system whereby dues, as certified by the Association to be current, will be deducted and paid to the Association, subject to the provisions of the EERR.
- B. The Association 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.

ARTICLE VI - RIGHTS OF PARTIES

Section 1. Strikes and Lockouts

During the term of this MOU, County agrees that it will not lock out employees, and Association agrees that it will not engage in, encourage, or approve any strike, slowdown, sickout, or other work stoppage growing out of any dispute relating to the terms of the MOU. Association will take whatever possible lawful steps necessary to prevent any interruption of work in violation of this MOU. Furthermore, Association and County recognize that all matters of controversy within the scope of this MOU shall be settled by the established grievance and arbitration procedures contained in Article X.

Section 2. Bulletin Boards and County Communications System

- A. County agrees that the Association shall be entitled to the use of reasonable space, designated by the County, on departmental bulletin boards to post notices pertinent to their membership. EERR provisions and the terms of this MOU govern posting of notices. It is agreed between the County and the Association that the Association, on approved bulletin boards, may through its authorized representatives, post Association communications dealing with official Association business.
- B. The County reserves the right to remove any bulletin board notice that does not conform to the above standards. The Association will be given immediate notice of any material that is removed, and the County agrees, if requested by the Association, to meet and discuss this removal as soon as it is mutually convenient.
- C. The County and KCPMA further agree that the Association may use the County communication systems for official Association business. Such use may include reasonable use of the telephone, facsimile machine, computer e-mail, County internal office mail, and copy machines. Cost of long-distance telephone usage, postage and supplies for the facsimile and copy machines shall be borne by the Association. These communication systems will not be used for any communications dealing with job actions or political activities of the Association.
- D. Failure to adhere to the use of the communication system in the above manner will result in its revocation as a privilege extended to KCPMA by the County.
- E. The County agrees that the Association may continue to conduct its business on County property if there is no undue interference with the operation of the Probation Department and no use of County material and equipment except as otherwise provided.

Section 3. Claims Review

Employees who lose or damage personal property during their County employment may process a claim for reimbursement through the Claims Review Board as provided for in the Section 317 of the Kern County Administrative Policy and Procedures Manual.

Section 4. Discrimination

The County of Kern agrees not to discriminate against any employee for their activity on behalf of, or membership in, the Association, as stated in the EERR. Both parties shall comply with all

applicable laws prohibiting discrimination based on an employee's race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, or the employee's inclusion in a legally protected class.

Section 5. Personnel Files

- A. The employee may review or authorize their designated representative to review their personnel file at the Human Resources Division upon proper written request.
- B. The County reserves the right to charge an appropriate fee for duplication of records in the personnel file.

Section 6. Release Time and Association Representatives

- A. Association representatives, consisting of Board Members of KCPMA or their duly authorized representatives, not to exceed one representative per member of the Executive Committee, will be granted reasonable use of County time to perform their Association duties. The Association will provide the Chief Probation Officer and the Chief Human Resources Officer written notice identifying the members of the Executive Committee on an annual basis.
- B. Employees who serve as designated members of the Association's meet and confer team will be allowed reasonable use of County time when meeting with the County on successor MOUs or on other formal meet and confer 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 the appropriate notice to their supervisor.
- C. The County agrees to allow at least one authorized Association Board Member from KCPMA or its duly authorized representative, to assist and represent an employee in the grievance process.
- D. The Association agrees that whenever investigation or processing of a formal grievance occurs during working hours, the amount of time will be limited to only that which is necessary to bring about prompt disposition of the issue.
- E. Association representatives desiring to leave their work locations to conduct Association business shall notify their supervisor and inform them of the purpose for leaving work if they are not immediately available for call back. 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.
- F. When contacting employees at the work site regarding grievance investigations, the Association representative shall advise the appropriate supervisor of the reasons for their presence. The affected employee will be released to meet with the Association representative unless leaving the job would cause an undue work interruption, in which case the employee will be released as soon as possible thereafter, or arrangements made for a future meeting.

- G. Association representatives shall perform these duties without loss of pay or other benefits.

Section 7. Employer Rights

The County and its elected and appointed officials shall retain all customary rights, powers, functions, and authority consistent with State law, County ordinances, and rules of the Civil Service Commission, including, but not limited to, the right to:

- A. Determine the mission of its constituent departments, commissions, and boards.
- B. Set standards of service.
- C. Engage in all types of personnel transactions and disciplinary proceedings in accordance with County ordinances and Civil Service Rules.
- D. Plan for and direct the work force toward the organizational goals of County government.
- E. Effect a reduction in authorized positions because of lack of work, or for other legitimate reasons.
- F. Determine work methods, number and classifications of personnel, and types of equipment required accomplishing an objective.
- G. Take any necessary actions to carry out its mission in emergencies.
- H. Modify, supplement, or otherwise change this MOU to reflect present and future State law and local ordinance, after consultation with employee organization representatives.

The exercise and retention of such rights does not preclude employees or their representatives from consulting or presenting grievances about the practical consequences that decisions on these matters may have upon wages, hours, and other terms and conditions of employment.

ARTICLE VII - PAID LEAVE

Section 1. Sick Leave

- A. Accrual

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

| <u>Years of Continuous Service</u> | <u>Bi-weekly Accrual</u> | <u>Days/Year</u> |
|------------------------------------|--------------------------|------------------|
| 0 through 5 | 2.66667 hours | 8.67 |
| 6 or more | 3.69231 hours | 12 |

Unused sick leave will be accumulated up to a maximum of 1152 hours (144 days).

- B. Upon active retirement (excluding deferred retirement) or death, an employee or their estate will be paid for their unused sick leave as follows:

1. 0-19 years of continuous service = 50% Payoff
2. 20-24 years of continuous service = 75% payoff
3. 25 or more years continuous service = 100% payoff

“Continuous Service” shall mean uninterrupted employment with the County. Authorized leaves of absence shall not be considered as a break in service.

C. Sick Leave Bonus

Employees shall be eligible to receive an annual cash bonus equivalent to 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 hours (10), or less, of sick leave during the previous payroll periods during that calendar year.

D. Employees shall not be downgraded on their Employee Performance Reports for being absent pursuant to a leave governed by the Family and Medical Leave Act.

Section 2. Pregnancy Disability 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 because of an adoption or foster care) is governed by FMLA, California Family Rights Act (“CFRA”) and the County Civil Service Rules.

Section 3. Vacation

A. The vacation entitlement for regular full-time employees covered by this MOU is:

13 days (104 hours) vacation after one (1) year of service

18 days (144 hours) vacation after five (5) years of service (new accrual rates begin at start of 5th year of service)

23 days (184 hours) vacation after ten (10) years of service (new accrual rates begin at start of 10th year of service)

28 days (224 hours) vacation after fifteen (15) years of service (new accrual rates begin at start of 15th year of service)

B. The granting of any vacation request, by a department head or designated supervisor shall be subject to the workload and staffing requirements of the department.

C. 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.

- D. Employees shall not be downgraded on the Employee Performance Report for the use of authorized vacation.
- E. 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 part 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 the denial of any claim for payment will be resolved by application of the Grievance and Arbitration Procedure.
- F. During the term of this MOU, employees may sell back a combined maximum of forty (40) hours of accrued vacation or compensatory time off each November. The hours shall be paid out at the employee's regular hourly rate of pay at the time of the sell back. Payment will be made in pay periods 2024-21 (issue date 11/12/24), pay period 2025-21 (issue date 11/11/25), and pay period 2026-21 (issue date 11/10/26). KCPMA is responsible for providing the list of employees with the designated amounts and paid out type to the Chief Human Resources Officer by October 1st of each year. Hours that are sold back are subject to all applicable payroll taxes at the time of payment.

Section 4. Holidays

- A. During the term of this MOU, the following holiday schedule shall apply:
 - New Year's Day
 - Martin Luther King's Birthday (third Monday in January)
 - Presidents' Day (third Monday in February)
 - Memorial Day (last Monday in May)
 - Independence Day (as observed)
 - Labor Day (first Monday in September)
 - Veterans Day (as observed)
 - Thanksgiving Day
 - Day after Thanksgiving
 - Christmas Eve
 - Christmas Day
 - New Year's Eve
- B. Holidays that fall on Saturday shall be observed on the previous Friday. Holidays which fall on Sunday shall be observed on the following Monday.
- C. 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.
- D. 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.
- E. The actual holiday shall be defined as the day of the week on which the holiday falls.
- F. A designated holiday shall be the day observed in lieu of the actual holiday.

Section 5. 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 an employee’s pay during the time the employee would otherwise be on medical leave of absence without pay pursuant to the 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 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 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 donate sick leave or CTO.
- F. Employees (or their designees) requesting establishment of a catastrophic leave bank must submit a written request to the Human Resources Division. The request must provide sufficient information to enable the Human Resources Division 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. Donations are voluntary and 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 their rights under the Civil Service Rules for unpaid medical leaves of absence, whether paid in part or in full of 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 foregoing terms and conditions.

Section 6. Winter Recess

- A. During the term of this MOU, the County establishes Winter Recess as the three weekdays between the Christmas and New Year's holidays identified in Article VII, Section 4 of this MOU. During the Winter Recess the County shall close operations to the public.
- B. County departments may be limited from closing in their entirety during the Winter Recess. The determination for closure shall be made by the Chief Probation Officer and may be subject to approval by the Board of Supervisors. Notwithstanding, department heads and/or their designees will make all reasonable efforts to observe the Winter Recess as paid time off.
- C. If an employee is unable to observe Winter Recess in its entirety, they will be credited with alternate paid time off in an amount equivalent to the hours worked during Winter Recess. Any credited alternate paid time off will be made available to use during each successive calendar year and may be taken in the same manner as accrued vacation. Any unused alternate paid time off shall be forfeited as of December 31.
- D. Employees covered by this MOU must be in a paid status (i.e., not on an unpaid leave of absence, etc.) prior to December 23 in each year to be eligible for Winter Recess under this Section.
- E. No payment for unused Winter Recess hours shall be permitted. Winter Recess hours are not considered hours worked for determining overtime or CTO eligibility.
- F. This Section shall sunset and expire at the conclusion of this MOU.

Section 7. Bereavement Leave

- A. Employees covered by this MOU shall be eligible for up to five (5) days per incident and a maximum of ten (10) days of paid bereavement leave each calendar year.
- B. Bereavement leave shall be limited to time off in the case of the death or funeral of an immediate family member.
- C. "Immediate family member" shall be defined according to Section 119.2 (d) of the Kern County Administrative Policy and Procedures Manual.
- D. Usage of this leave shall not limit an employee's ability to use family sick leave or accrued vacation subject to the requirements of this MOU and/or the Kern County Administrative Policy and Procedures Manual.
- E. Bereavement leave will not be accrued and shall have no cash value if unused by the employee.

ARTICLE VIII – COMPENSATION

Section 1. Shift Differential

Represented employees are not eligible for Shift Differential Pay.

Section 2. Bilingual Pay

The County recognizes the need for bilingual employees, including represented Members, to better serve the people of Kern County. In accordance with Exhibit H to Chapter 1 of the Kern County Administrative Policy and Procedures Manual, the County agrees to pay those employees who can demonstrate written and spoken bilingual skills.

Section 3. Overtime Pay

Represented employees are not eligible for overtime pay.

Section 4. Salary Adjustments

- A. Effective January 1, 2022, all employees covered by this MOU shall move to the 10-step salary schedule.
 - 1. Effective July 13, 2024, employees covered by this MOU will receive an equity adjustment of five percent (5%) of their base salary, which will be an increase in salary range of 1.0 for each represented classification.
 - 2. Effective July 12, 2025, employees covered by this MOU will receive an equity adjustment of four percent (4%) of their base salary, which will be an increase in salary range of 0.8 for each represented classification.

3. The County and KCPMA agree to reopen discussions for a salary increase in year three of this agreement. Reopener discussions would not be initiated any sooner than six months prior to July 1, 2026.

B. Base Cost of Living Adjustment (COLA) Salary Schedule

1. Effective with the pay period following July 1 in each year, all employees will move to the next higher base COLA step in the associated range for their classification until they reach Step 10.
2. Advancement between steps is not based upon employee performance.
3. The implementation of this Base COLA Salary Schedule is not intended to limit or prevent the negotiation of additional COLAs.

C. Additional COLAs

1. Effective with the pay period following July 1, 2024, employees covered by this MOU will receive an additional COLA of two percent (2%) of their base salary, which will be represented by an increase in salary range of 0.4 for each classification.
2. The County agrees to reopen negotiations for an additional COLA to be effective with the pay period following on July 1, 2025, July 1, 2026, and July 1, 2027. Such negotiations would start no earlier than January 1 of each year.

ARTICLE IX – BENEFITS

Section 1. Medical/Dental/Vision/Prescription Drug

- A. All eligible 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 a "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.) New 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. If 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.

- B. The County will continue to provide an annual open enrollment for employees to change health insurance and/or enroll eligible dependents.
- D. The County and the Association 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 health insurance as described in the Summary Plan Documents maintained by the third-party administrators, which may be revised from time to time in accordance with law.
- F. The County will continue to offer lower cost health plan options.
- G. The VSP benefit shall not only cover lenses and frames every other year without restriction but also will 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.
- F. Retiree Health Premium Supplement Program (RHPSP)
 - 1. Participation in the RHPSP is discontinued for employees hired on or after November 9, 2021.
 - 2. Employees hired prior to November 9, 2021, shall have the option to discontinue participation in the RHPSP.
 - 3. Employees hired prior to November 9, 2021, who do not opt out of the RHPSP, shall continue to participate in the RHPSP under the following terms:
 - a. 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 more than one hundred percent (100%).
 - b. 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.
 - c. 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 one hundred percent (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 one hundred percent (100%) of the available benefit regardless of age. No retroactive benefits shall be paid.

Section 2. Life & Disability Insurance

The County will continue to provide, at no cost to the employee, group term life insurance in a policy amount of \$400,000 for each member of the bargaining unit. The County agrees to continue to allow participation in the employee-paid long-term Disability Insurance program that is available to Management and Confidential employees.

Section 3. Travel Expense

Any employee required to travel on business for the County, and who utilizes their privately-owned vehicle in accordance with the Kern County Administrative Policy and Procedures Manual shall be reimbursed in accordance with County policy. Per Diem expenses for food and lodging are set forth in the County Administrative Procedures Manual. The County shall review the mileage and per diem expenses at least annually for rate adjustment.

Section 4. KERN\$FLEX

- A. Employees covered by this MOU shall remain eligible to participate in the Cafeteria Plan provided to County managers and mid-managers known as KERN\$FLEX.
- B. Employees covered by this MOU shall remain eligible to participate in the KERN\$FLEX I plan, which includes flexible spending accounts for dependent care expenses, unreimbursed medical expenses, and a premium reduction component for specified insurance programs.
- C. 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.

Section 5. Retirement Plan

- 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) for those employees hired prior to March 27, 2012 (hereafter "current employees").
- B. The parties agree to the retirement formula contained in the Government Code section 31664 ("2% at age 50") for all employees hired on or after March 27, 2012 (hereafter "new employees").
- C. The County agrees to continue Government Code 31727.7 for all retirement members, relating to non-job-related disability benefits.
- D. All current employees shall pay one-third of their normal contributions to retirement, as set forth in Resolution #2004-14 formally adopted by the Board of Supervisors on May 11, 2004.

- E. New employees shall pay one hundred percent (100%) of their normal contribution to retirement as set forth in Government Code section 31639.25.
- F. Employees hired on or after January 1, 2013 (hereafter "PEPRA employees") shall pay a contribution equal to 50% of the normal cost of retirement as set forth in Government Code section 7522.30.
- G. If for any reason, including but not limited to a redeposit under current law, a new employee becomes eligible to receive service credit at the retirement formula contained in the Government Code section 31664.1 ("3% at age 50"), the employee shall pay the normal contributions calculated to include two components; the basic contribution rate and the "supplemental contribution rate."
 - 1. 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.
 - 2. The supplemental contribution rate shall be an additional one percent (1%) of the employee's compensation earnable, such that the aggregate amount of the supplemental and basic contribution rates will provide an average annuity at age 50 equal to three two-hundredths of the final compensation of the member (the employee's normal contribution for the 3% at age 50 enhanced retirement benefit).
- H. 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 the referenced resolution and the rules and regulations of the Kern County Employees' Retirement Association ("KCERA") and the Government Code.
- I. This MOU does not create a vested right to continue the purchase of 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.
- J. 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 KCERA 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.
- K. In addition to the ability to roll-over accumulated vacation in the manner described in subsection "J" 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 their 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 their sole discretion, waive the April 1st filing deadline for any employee.

L. Employees shall receive the following:

1. A defined contribution to a 457 plan, as part of the existing County Deferred Compensation Plan, wherein the County will provide a biweekly (“match”) based on seniority as follows:
 - (a) Permanent full-time and permanent part-time employees who have completed five (5) years of continuous County service shall receive a two percent (2%) match.
 - (b) Permanent full-time and permanent part-time employees who have completed ten (10) years of continuous County service shall receive a four percent (4%) match.
 - (c) Permanent full-time and permanent part-time employees who have completed fifteen (15) years of continuous County service shall receive a six percent (6%) match.
 - (d) Subject to the limitation contained in subsection (e) below, the County shall contribute a biweekly amount, equal to the biweekly amount that the employee contributes to the County’s Deferred Compensation Plan.
 - (e) The biweekly match shall be calculated by multiplying the employee’s hourly rate times the amount of hours the employee is paid for during the pay period including hours worked and paid time off but excluding overtime. Notwithstanding the foregoing, in no event shall the County pay the match, or any portion thereof, if the payment of the match, or portion thereof, will cause the employee to exceed any applicable IRS limitations of contributions to the County’s Deferred Compensation Plan.
 - (f) This Agreement does not create a vested right to a continued match beyond expiration of the Agreement. However, the benefit will continue beyond the expiration date of the Agreement subject to the then current collective bargaining laws and rules.
 - (g) If for any reason, including but not limited to a redeposit under current law, a new employee becomes eligible the defined retirement benefit set forth in subsection D above, the new employee shall repay the County the amount of the match received plus the amount of seniority based premium pay received under this Agreement for the period of service during which the employee is credited under the higher benefit formula. It is the purpose of this subsection (g) to prevent a windfall wherein a new employee receives premium pay, the match plus the higher benefit formula as opposed to the formula contained in Government Code section 31676.01.

Section 6. Labor Code Section 4850 Time

Employees receiving pay while on leave under the provision 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.

Section 7. Post-Employment Health Plan

- A. The County agrees to provide the Nationwide Post-employment Health Plan (PEHP) for members of the Association.
- B. The PEHP provides a tax-free account funded through accrued sick leave balances rolled over by an employee upon retirement from which the employee may pay qualified medical insurance premiums pursuant to the Internal Revenue Code.
- C. The level of participation for the Association members shall be determined once per calendar year through election of its membership. All members of the Association will be required to participate at the chosen level until a subsequent annual election.
- D. Contributions to the PEHP will be made with the sick leave payout balances, as provided for in Article IV, Section 1 of this MOU. The County will provide the PEHP administrator with a contribution summary sheet (or similar document), which shall list the employees for whom contributions are made, their social security numbers, names, and the amount of contributions for the health care insurance premiums to be allocated on behalf of each employee.
- E. The Association agrees to indemnify, defend, and hold harmless the County and its agents, board members, elected and appointed officials, officers, employees, volunteers, and authorized representatives from any losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, costs, and expense (including, but not limited to, reasonable attorney’s fees of County Counsel and counsel retained by County, expert fees, costs of staff time, and investigation costs) of whatever kind or nature, which arise out of or are in any way connected with the County’s adoption of, and/or the participation of any individual in the PEHP adoption by the County pursuant to this MOU.

ARTICLE X - GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. Objectives

- A. To informally settle disagreements at the employee-supervisor level.
- B. To provide an orderly procedure to handle the grievance through each level of supervision.
- C. To correct, if possible, the cause of the grievance to prevent future complaints.
- D. To promote harmonious relations among employees, their supervisors, and departmental administrators.
- E. To assure fair and equitable treatment of all employees.
- F. To resolve grievances at the departmental level before appeal to higher levels.

Section 2. 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 C.S.C. rules) or policies governing personnel practices and working conditions. A grievance may be filed when the employee believes an injustice has been done because of an unfair application or deviation from a departmental policy or an alleged violation of any term or condition of the MOU.

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

Employee: Any represented employee 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.

Section 3. Exclusions

- A. Any and all work assignments and reassignments, unless the complaint arises out of a allegation that the employee was required to work out-of-classification in violation of that provided by Kern County Ordinance Code or the Kern County Administrative Policy and Procedures Manual, and did not receive the out-of-classification pay or unless there is evidence the assignment of work is a form of disciplinary action.
- B. Classification and salary matters relative to classifications.
- C. Appeals involving demotions, dismissals, incremental denials, suspensions, promotions, separations, and examination procedures. (These matters are within the Civil Service Commission's authority.)
- D. 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.
- E. Work performance evaluations.
- F. Impasses in meeting and conferring upon terms of a proposed MOU.
- G. Grievances filed after twenty days from date of occurrence, or after twenty days from the date the employee had knowledge of an occurrence (but in no case later than one year from date of occurrence).

Section 4. 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 that 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.

Section 5. Rights and Restrictions

- A. A party to the grievance shall have the right to record a formal grievance meeting at the expense of the requesting party.
- B. The grievance procedure shall not limit the right of any employee to present a grievance individually.
- C. An employee may have a representative present at all steps of the grievance procedure.
- D. Reasonable time in processing a grievance will be allowed during regular working hours, with advanced supervisor approval. Supervisory approval will not be unreasonably withheld.
- E. 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.
- F. Nothing within this grievance procedure shall be construed as limiting the right of management to manage the affairs of the County.
- G. Grievances of an identical nature concerning the same subject matter may be consolidated.
- H. The Association, as an organization, may file a grievance that the County has violated specific rights afforded in the MOU. Such grievances shall be filed directly at Stage 2 (Department Head level) and shall be bound by the time limitations and all other provisions of this Article.

Section 6. 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 the employee gives the immediate supervisor prior notification. 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.

Section 7. Formal Grievance Procedure

- Step 1. The formal grievance procedure shall be initiated by the employee, stating the nature of the grievance, the alleged violation by section or number, the desired solution, in writing on the grievance form, together with any desired solution, and with any supporting documents attached to the grievance form.

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 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 their 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, they may appeal the decision to the Chief Human Resources Officer (CHRO) within five (5) days from receipt of the department head's decision. In their appeal to the CHRO all supporting documents must be attached to the grievance form, together with the grievant's reason for appeal and stated remedy requested. The CHRO or their 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 CHRO or designee, the employee may submit the grievance to advisory arbitration by written request to the CHRO, who 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.

Section 8. 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.

The arbitrator will confine themselves to the issue submitted. The arbitrator's decision will be 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, the costs of transcripts and attorney fees. The arbitrator shall be requested to submit their decision within thirty (30) days from the close of the hearing.

ARTICLE XI – SEVERABILITY

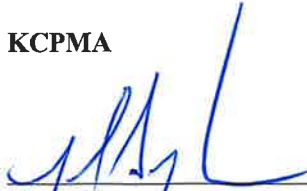
- A. If any provisions of this MOU, or the application of such provision shall be rendered or declared invalid by any court action, or by reason of any existing or subsequently enacted legislation, the remaining parts or portions shall remain in full force and effect.
- B. In the event of suspension or invalidation of any Article or Section of this MOU, the parties agree to meet and confer within thirty (30) days after such determination for the purpose of attempting to arrive at a mutually satisfactory replacement for such Article or Section.

ARTICLE XII – DURATION OF THE MOU

- A. Upon ratification by the KCPMA 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 EERR.
- B. The time of this MOU shall be from the date the Board of Supervisors approves this MOU through June 30, 2027.

This Memorandum of Understanding entered into and signed this 10 day of September, 2024.

KCPMA




Frank Herrera
President

COUNTY OF KERN




David Couch, Chairman
Board of Supervisors

for 

Nancy Anderson
County Administrative Officer



Tracey A. Eldridge
Chief Human Resources Officer



Approved as to Form
Kate Zimmermann
Deputy County Counsel