

KERN COUNTY

GROUND  BOUNDLESS

Service Employees' International Union, Local 521

Memorandum of Understanding

July 1, 2024 – June 30, 2026

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PREAMBLE

This Collective Bargaining Agreement, hereinafter referred to as "Agreement", entered into by the County of Kern, hereinafter referred to as the "Kern County", and Service Employees International Union Local 521 hereinafter referred to as "SEIU" 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 Agreement 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 Agreement constitutes 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written understandings or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.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 Agreement.
- 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 Agreement, 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 SEIU 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 Agreement apply to the classifications within the bargaining units as specified by unit number in the County Salary Ordinance. The bargaining units are:

- 1. Supervisory
- 2. Professional
- 3. Technical Services
- 4. Clerical
- 5. Administration
- 6. Trades/Crafts/Labor

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 Agreement:

- A. County's principal authorized agent shall be the Chief Human Resources Officer, or his/her/their duly authorized representative (Address: Kern County Human Resources Division, 1115 Truxtun Avenue, First Floor, Bakersfield, California 93301; Telephone 661-868-3480), 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 Chief Elected Officer of SEIU, Local 521 or its duly authorized representative (Address: 1001 17th Street, Suite A, Bakersfield, California 93301; Telephone: 661-321-4160).

ARTICLE II - GENERAL PROVISIONS

Section 1. Health/Safety

- A. Pursuant to Chapter 12 of the Kern County Administrative Policy and Procedures Manual, the County will provide a safe, sanitary, and healthful work environment, promote an accident-free workplace through training and accident prevention programs, and comply with applicable federal, state and local statutes, regulations and ordinances. The County shall endeavor to provide reasonable security for all employees in their work locations. Department heads will furnish safety devices and promote practices that protect the health and safety of employees.
- B. The County will maintain a County Safety Committee, which will include one representative per bargaining unit selected by the Union, and one Union staff representative. The committee shall meet quarterly in accordance with the Kern County Administrative Policy and Procedures Manual (Section 1202 of Chapter 12, and Chapter 16).
- C. Each County departments shall designate a Department Safety Officer, form a Department Safety Committee, and develop department specific safety and accident prevention programs in accordance with Section 1203 of Chapter 12 of the Kern County Administrative Policy and Procedures Manual.
- D. Each County department shall develop a specific Emergency Preparedness Plan in accordance with Chapter 16 of the Kern County Administrative Policy and Procedures Manual.
- E. No employee shall be required to work under conditions dangerous to the employee's health and/or safety. Employees shall alert their supervisors to unsafe practices, equipment and/or conditions and report any unsafe practices, equipment, or conditions. Any employee who either does not receive an answer to an immediate safety concern from his/her/their supervisor(s) within 3 calendar days, or receives an answer the employee deems unsatisfactory, may directly contact the Department and/or County Safety Officer.

Section 2. Payroll Deduction

- A. 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. Payroll deductions and/or Committee on Political Education ("COPE") contributions authorized by the employee shall start the pay period after the County receives notification of the authorization. The County shall transmit such payments to the Union no later than 30 days after the deduction from the employee's earnings occur.
- B. Employees may provide express authorization for payroll deductions and/or COPE contributions by any means of indicating agreement allowable under state and federal law, including but not limited to: submitting to the Union a written membership application form; an electronically recorded phone call; or an online deduction authorization. The County shall honor the terms of the employee's authorization. Requests to authorize or revoke dues deductions and/or COPE contributions shall be directed to the Union.
- C. The Union will submit to the County a certified list of members who have authorized payroll deductions and/or COPE contributions. The County shall accept confirmations from the Union that the Union possesses electronic records of such membership and give full force and effect to such authorizations as "written authorization" for purpose of this Agreement. If a dispute arises about the existence of, or terms of the authorization, the Union shall provide the County a copy of the employee's authorization. The Union shall indemnify and hold harmless the County for all employee claims regarding such authorization.

Section 3. Direct Deposit

The County requires all employees to receive their pay and qualified expense reimbursements via direct deposit.

Section 4. Agreement Copies

A copy of the signed executed Agreement and any side letter agreements shall be posted on the County Human Resources website. On this website the County shall include the SEIU Local 521 website www.members.seiu521.org in the contact information section of the HR web page. The County agrees to provide each new employee with electronic access to a copy of the Agreement. Instructions on how to access the Agreement including the table of contents shall be included in County New Hire Orientation materials. Employees covered by this MOU shall have the right to electronically access the Agreement on work time.

Section 5. Successor Agreement Negotiations

The parties agree that successor Agreement negotiations shall commence no later than 90 days prior to the expiration of this Agreement.

Section 6. Contracted Services

- A. The County shall meet and confer with the Union prior to contracting out for services where represented employees in bargaining units 1-6 currently provide those services, provided the County is required by law to do so.
- B. The County will contract out all the remote General Services maintenance, landscaping, and custodial services.
- C. "Remote General Services maintenance, landscaping, and custodial services" shall mean these services currently provided by County employees both permanent and extra help, at any location, place, facility, building, park or structure located more than three miles from the County Administrative Building.
- D. Existing permanent employees shall not be laid off as a direct result of the contracting out of remote General Services maintenance, landscaping, and custodial services pursuant to this Section.
- E. Existing permanent employees who are providing remote General Services maintenance, landscaping, and custodial services, and maintain their primary residence in the area they service, shall continue to provide those services until they move to a non-remote area, or separate employment from the County.
- F. The County agrees that any contract remote General Services maintenance, landscaping, and custodial services shall apply the prevailing wage.
- G. The County shall provide updates to the Union at the County-wide Labor Management meeting, to analyze costs of the contract and cost savings achieved.

Section 7. Lactation Accommodation

- A. In accordance with Senate Bill 142 and Labor Code Section 1031, the County shall provide each employee with the use of a room or other location for the employee to express milk in private. The room or location may include the place where the employee normally works if it otherwise meets the requirements in Sections C-F below.
- B. County Departments shall provide a reasonable amount of break time to accommodate an employee desiring to express breast milk. Break time must be provided each time the employee has a need to express milk. The denial of reasonable break time or adequate space to express milk shall be considered a violation of the law. An impacted employee may file a complaint through the grievance procedure and/or with the Labor Commissioner Field Enforcement Unit.
- C. A lactation room or location shall not be a bathroom and shall be near the employee's work area, shielded from view, and free from intrusion while the employee is expressing milk.
- D. A lactation room or location shall comply with all of the following requirements:
 - 1. Be safe, clean, and free of hazardous materials, as defined in Labor Code Section 6382 and Senate Bill 142.
 - 2. Contain a surface to place a breast pump and personal items.
 - 3. Contain a place to sit.
 - 4. Have access to electricity or alternatives devices, including, but not limited to, extension cords or charging stations, needed to operate an electric or battery-powered breast pump.
- E. The County shall also provide access to a sink with running water and a refrigerator or another cooling device suitable for storing milk near the employee's workspace.
- F. Where a multipurpose room is used for lactation, among other uses, the use of the room for lactation shall take precedence over the other uses, but only for the time it is in use for lactation purposes.

ARTICLE III - RIGHTS OF PARTIES

Section 1. Strikes and Lockouts:

During the term of this Agreement, 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 Agreement. The Union will take whatever possible lawful steps necessary to prevent any interruption of work in violation of this Agreement. 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 Agreement.

Section 2. Bulletin Boards and County Mail System

- A. The County agrees that the Union may provide a standard bulletin board (not to exceed 36" x 48") for placement adjacent to existing County bulletin boards. Posting of notices is governed by the EERR provisions. Shop stewards may post Union communications dealing with official Union business on County-approved bulletin boards. The Union agrees not to post any notices that concern job actions or the political activities of the Union on any County-approved bulletin board.
- 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 and e-mail system for official union business in accordance with County rules relating to the use of County mail and e-mail. The County mail and e-mail systems 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 and e-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 317 of the Kern County Administrative Policy and Procedures Manual.

The County agrees not to discriminate, nor show prejudice to any County employee filing a claim for reimbursement of the employee's personal property as result of damage caused by County property and/or during the course of employee's duties.

The County shall reimburse employees within a timely manner, not to exceed 90 days from the time of submittal.

Section 4. Discrimination

The County agrees not to discriminate against any employee for his/her/their activity on behalf of, or membership in, the Union, as stated in the EERR. Both parties shall comply with all applicable federal and state laws prohibiting discrimination, and shall not discriminate, against any employee because of the 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. Official County Personnel Files

- A. An employee may review or authorize his/her/their designated representative to review their personnel file at the Kern County Human Resources Division upon signed written request within 3 business days.
- B. The County reserves the right to charge an appropriate fee for duplication of records in the employee's personnel file.

- C. Written Reprimands and/or counseling memos that are not relevant to the current annual evaluation period, and not part of a recurring pattern within the last 24 months, shall not be referenced in annual employee performance reports.

Section 6. Shop Stewards

- A. The County agrees to allow authorized shop stewards to assist and represent employees as required by law. The County further agrees to recognize and deal with authorized union representatives in all matters related to this Agreement.
- B. The number of shop stewards shall be determined as a function of a ratio of one shop steward for every 50 covered employees with each department, except that the Department of Animal Services shall have three shop stewards. The number of shop stewards for the Department of Human Services shall be no more than 25. Additional shop stewards may be added upon approval of the affected department head and the Kern County Human Resources Division.
- C. SEIU shall provide the Kern County Human Resources Division with a list of shop stewards on the first business day following February 1 of each year.
- 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 within 24 hours of the request, unless the absence would cause an undue interruption of work, in which case, 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/their presence. The affected employee will be released within 24 hours of the request 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.
- 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 any matter, authorized by subsection A above, and processing at any time by notice to the department head or his/her/their representative.

Section 7. Release Time

- A. Up to 10 employees may be designated as members of SEIU Local 521's Executive Board/or Chapter Officers, shall be granted a reasonable use of County time to perform their union duties. Time off shall be granted with notice to appropriate county designee. Time off will be granted unless the operational needs of the department prevent the absence of the employee.
- B. Employees who serve as designated members of the Union's meet and confer team shall be allowed reasonable use of County time, when meeting with the County on successor Agreements, for other meet and confer sessions, and for other formal meetings regarding matters within the scope of representation. 6 months prior to the expiration of the current Agreement, members of the meet and confer team and/or bargaining team shall be granted reasonable release time with notice to the appropriate County designee.
- C. Pursuant to California Government Code Section 3558.8, the County shall grant an employee, with prior department approval and upon request of the Union, a reasonable leave of absence without loss of compensation or other benefits for the purpose of enabling employees to serve as stewards or officers of the Union. Leave may be granted on a full-time, part-time, periodic, or intermittent basis under the following procedures:
 - 1. The Union shall submit a written request to the Chief Human Resources Officer or designee for the leave of absence outlining the purpose of the leave at least 15 business days prior to the date the leave begins.
 - 2. Any denial of release under this subsection shall be made in writing to the Union with an explanation of the denial.
 - 3. All leave taken pursuant to this subsection shall be separately identified by the employee within the County's time keeping system.

4. The Union shall reimburse the County for the total compensation of the employee for the duration of the release, which shall include all salary, special compensation earned, the cost of health insurance, retirement, and any other costs associated with maintaining the employment of the individual.
5. Such reimbursement shall occur within 30 days of the County invoicing the Union for the cost of leave under this subsection.
6. At the conclusion or termination of the leave granted under this section, the employee shall have a right to reinstatement to the same position they held prior to such leave, or if not feasible, a substantially similar position without loss of seniority, rank, classification, or compensation.
7. The Union has no obligation to use leave under this section for any employee and may terminate that leave at any time and for any reason.

The County shall not be liable for any act, omission, or injury suffered by any employee of the County if that act, omission, or injury occurs during the course and scope of the employee's leave under this subsection. To the extent that the County is held liable for any such act, omission, or injury, the Union shall indemnify, defend, and hold harmless the County.

Section 8. Employee Information

- A. On the first business day following the close of each pay period, the Union shall receive a list of all current and newly hired employees covered by this Agreement, which shall include each employee's name, job title, department, work location, home address, work, home and personal cell phone numbers, personal and work email addresses on file with the County. The report shall also include the hourly rate of pay, hours worked, gross pay and union dues paid for each employee.
- B. The County shall also provide the Union with a list of all employees who have separated from employment due to retirement on the first business day following the close of each pay period.
- C. The County shall also provide the Union with a list of employees transferred into or out of the bargaining unit.
- D. All information provided pursuant to this section will be sent in an electronic format.
- E. Except as provided under Government Code Section 6254.3, and to protect members from harassment and invasion of privacy, the County shall not provide any information to a third party about the bargaining unit names, home addresses, home and cell numbers, birthdates, work and personal email addresses.

Section 9. Work Schedules

- A. In order to improve efficiencies, maximize service to the public and assist employees in relieving the increased demand for services, employees covered by this Agreement may request in writing either a 9/80, 4/10 or other flexible work schedule. Each County department head shall have the full discretion to grant or deny each request. A response to the request shall be provided in writing no later than 30 days following receipt of the request. If the request is denied, the response shall include the reason for the denial.
- B. An employee assigned to work a 9/80, 4/10, or other flexible work schedule may be required by the department head to return to a regular work schedule upon 30 days' written notice to the employee. An employee assigned to a normal work schedule may be required to change their start time or days off upon 14 days' written notice to the employee. The County agrees it must meet and confer on the impact of this decision provided that the specific impacts are identified in writing in any request to meet and confer from the employee or SEIU prior to the conclusion of the relevant notice period. The requirement to meet and confer prior to the implementation of the schedule change shall not apply to emergencies.

Section 10. Labor/Management Committees

The Union recognizes its obligation to cooperate with the County to assure maximum service of the highest quality and efficiency to the citizens of Kern County, consonant with its obligations to the workers it represents. The County and the Union affirm the principle that harmonious labor/management relations are to be promoted and furthered.

A. Department Labor/Management Committee Meetings

Department management and Union staff and membership should meet regularly to discuss issues of mutual

concern. Those meetings shall be monthly unless otherwise agreed to between the parties. If there is an item on the agenda that requires an employee who has specific knowledge about a concern that impacts the department, the Union shall provide prior notification to the County of the need of this employee to attend the meeting. Meetings shall be held during the department's normal business hours. Shop stewards and 1 additional employee from the department attending such meetings during his/her/their normal assigned shift hours shall be given release time to attend the meeting.

B. County Labor/Management Committee Meetings

1. It is the intention of the parties to establish a County Labor/Management Committee to provide a forum for labor and management to discuss issues of concern to the bargaining unit employees.
2. The County Labor/Management Committee may consist of up to 6 Management representatives and 6 employee representatives selected by the Union.
3. During the term of this Agreement, the County Labor/Management Committee shall meet quarterly, or more often by mutual agreement, during the County's normal business hours, to discuss issues within the scope of representation.
4. Committee participants shall be released on work time to attend these meetings.

Section 11. Access

- A. Authorized Union staff representatives shall have reasonable access to work locations in which covered employees are employed for the purpose of providing information or representing covered employees. Union staff representatives may also request reasonable access to work sites to hold SEIU-controlled elections within the work location. Such access shall not be interpreted as granting of release time for participation in said election.
- B. Authorized Union staff representatives shall provide the department head or his/her/their designee with reasonable prior advance notice of their intent to be present at the worksite. The department may deny reasonable access to the work location if it is deemed that a visit at that time will be a safety risk with the union representative at the department or facility. Should the request be denied, the department representative will offer an alternative time and/or location for the visit of the Union staff representative within 24 hours or less.

Section 12. Workload

- A. Within the first 6 months of this Agreement, the parties agree to meet and confer to determine or develop workload standards for a unit, or to re-evaluate already agreed upon workload standards for Department of Human Services, Aging and Adult Services, Child Support Services, and Behavioral Health and Recovery Services, including distribution of monolingual non-English cases and any other department.
- B. The parties agree to have up to 5 Union representatives and up to 5 County representatives at each departmental Labor Management committee, to address workload in the departments pursuant to Subsection A above. The Union shall select their representatives to address workload issues.

Section 13. New Employee Orientation

1. The County will administer a new employee orientation on a quarterly basis and all new employees, both permanent and extra help, shall attend the first new employee orientation following the commencement of his/her employment.
2. The County will provide SEIU with written notice of each scheduled new employee orientation at least 10 business days prior to the event, which shall also include departmental new employee orientations at the Department of Human Services and the Department of Behavioral Health and Recovery Services.
3. SEIU shall have access to each new employee orientation and shall have 30 minutes for each 4 hours of the scheduled program to provide information regarding its organization to its represented employees and members (i.e., 30 minutes for half-day orientation or 1 hour for a full day orientation), which shall be scheduled within the first half of the scheduled program.
4. The County will provide a list of all new employees, including their contact information, who were excused absent and unable to attend their scheduled new employee orientation within 10 business days following each new

employee orientation, and will permit each employee 30 minutes of their scheduled work time to meet with SEIU representatives at each employee's discretion.

5. SEIU participation in new employee orientation events described above, shall be conducted on work time, including travel time to meetings, by either a Chapter board member, officer, or shop steward, and a SEIU representative designated by SEIU.

ARTICLE IV - PAID LEAVE

Section 1. Jury Duty\Witness Appearances

- A. Upon reasonable notice to their department head, 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/she/they perceived in the course of their 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/their own automobile, he/she/they 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/their 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. In accordance with the Healthy Workplaces, Healthy Families Act of 2014, employees are entitled to utilize accrued leave for the following reasons:
 1. Diagnosis, care, or treatment of the employee's existing health condition or preventive care for an employee; or
 2. Diagnosis, care, or treatment of an existing health condition of, or preventive care for an employee's family member. For the purposes of using sick leave under this policy only, "family member" shall mean an employee's parent, child, spouse, registered domestic partner, parent-in-law, sibling, grandchild, or grandparent.

In addition, with appropriate certification an employee who is a victim of domestic violence, sexual assault, or stalking may use accrued paid sick leave under this policy for the following reasons:

1. To obtain or attempt to obtain any relief, including, but not limited to a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of the victim or the victim's child or children.
 2. To seek medical attention for injuries caused by domestic violence, sexual assault, or stalking.
 3. To obtain services from a domestic violence shelter, program, or rape crisis center.
 4. To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking.
 5. To participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.
- B. Each full-time employee covered by this Agreement shall accrue sick leave as follows:

<u>Years of Continuous Service</u>	<u>Biweekly Accrual</u>	<u>Days/Year</u>
0 through 5	2.66667 hrs.	8.67
6 or more	3.69231 hrs.	12

C. Unused sick leave may be accumulated up to a maximum of 1152 hours.

D. Sick Leave Payoff Schedule – Each employee covered by this Agreement 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.

E. Usage of paid sick leave shall be administered according to the provisions of Section 118 of the Kern County Administrative Policy and Procedures Manual.

F. Employees whose units of work are equal to 80 regular working hours per pay period (“Full-time 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 for Full-time Employees) and have used 10 hours or less of sick leave during the previous payroll periods during that calendar year.

Employees whose units of work are less than 80 regular working hours per pay period (“Part-time Employees”) shall be eligible to receive a prorated cash bonus at their regular rate of pay, determined using the proportion of their units of work to that of a Full-time Employee (80 hours), if on the pay day immediately preceding Christmas they have accrued the maximum amount of unused sick leave (proportionate to the maximum amount for Full-time Employees) and have used 10 hours or less of sick leave during the previous payroll periods during that calendar year. The maximum sick leave accrual for part-time employees shall be proportionate to the maximum accrual for full-time employees, based on the number of regular hours worked per pay period by the part-time employee.

G. Bereavement Leave

1. Employees covered by this Agreement shall be eligible for up to 5 days per incident and a maximum of 10 days of paid bereavement leave each calendar year.
2. Bereavement Leave shall be limited to time off in the case of the death or funeral of an immediate family member, including loss of pregnancy due to miscarriage.
3. “Immediate family member” shall be defined according to Section 118.2(d) of the Kern County Administrative Policy and Procedures Manual.
4. 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 Agreement and/or the Kern County Administrative Policy and Procedures Manual.
5. Bereavement leave will not be accrued, and shall have no cash value if unused by the employee.

Section 3. Pregnancy and Maternity Leaves

The County shall adhere to California and Federal Law for Family Medical Leave.

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.

Employees who experience a loss of pregnancy due to miscarriage shall be entitled to Bereavement Leave as outlined in Section 2-G of this Article.

Section 4. Vacation

- A. The vacation entitlement for regular full-time employees covered by this Agreement is:
1. 12 days (96 hours) vacation after 1 year of continuous service. Maximum vacation accrual will be 312 hours.
 2. 17 days (136 hours) vacation after 5 years of continuous service. (New accrual rate begins at start of 5th year of service). Maximum vacation accrual will be 432 hours.
 3. 22 days (176 hours) vacation after 10 years of continuous service. (New accrual rate begins at start of 10th year of service). Maximum vacation accrual will be 552 hours.
 4. 27 days (216 hours) vacation after 15 years of continuous service. (New accrual rate begins at start of 15th year service). Maximum vacation accrual will be 672 hours.
 5. For the purposes of this subsection, "continuous service" shall mean uninterrupted employment with the County of Kern. Authorized leaves of absence shall not be considered as a break in service.
- B. Regular permanent part-time employees' vacation entitlement is prorated on the same yearly basis.
- C. The annual vacation scheduling policies of County departments shall remain in effect during the term of this Agreement. However, where needed, each department's scheduling policy shall be amended to allow an employee to submit a vacation request with a minimum of two weeks' notice. Further, each department shall allow an employee to request a vacation "personal" day (maximum 3 times per calendar year) with a minimum of 24 hours' notice.
- D. 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. Denials because of staffing and workload requirements shall not be grievable under the terms of the Agreement. Vacation requests shall be responded to within 10 business days following the submission by the employee. 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, Corrective Action Plan or equivalent for the use of authorized vacation.
- F. Financial Hardship- If an employee incurs a serious financial hardship, the employee may request in writing to their department head to cash-out all or any portion of the employee's accrued vacation. Upon receipt of a request, the department head shall approve or deny the employee's request within 7 days. If approved by the department head, a claim will be submitted to the Auditor-Controller/County Clerk. Any disputes arising from a denial of any claim for payment will be resolved by application of the Grievance and Arbitration Procedure.

For the purposes of this section, "serious financial hardship" must involve either (1) a family illness or death, (2) the inability to meet transportation and housing needs, or (3) the loss of employment by the employee's spouse, domestic partner, or head of household.

Section 5. Holidays

- A. During the term of this Agreement, the County shall observe the following holiday schedule:
1. New Year's Day
 2. Martin Luther King's Birthday (third Monday in January)
 3. Presidents' Day (third Monday in February)
 4. Memorial Day (last Monday in May)
 5. Independence Day (as observed)
 6. Labor Day (first Monday in September)
 7. Veterans Day (as observed)

- 8. Thanksgiving Day
- 9. Day after Thanksgiving
- 10. Christmas Eve
- 11. Christmas Day
- 12. New Year's Eve

- B. Regular part-time employees covered by this Agreement shall have their holidays governed and compensated according to Section 123.5 of the Kern County Policy and Administrative Procedures Manual.
- C. Regular full-time employees covered by this Agreement shall have their holidays governed and compensated solely according to the terms of this Section.
- D. All holidays listed above that fall on a Saturday, shall be observed on the previous Friday. All holidays listed above that fall on Sunday shall be observed on the following Monday.
- E. 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 holidays shall be observed on the preceding Thursday.
- F. 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.
- G. An actual holiday shall be defined as the day of the week on which the holiday falls.
- H. A designated holiday shall be the day observed in lieu of the actual holiday pursuant to subsections D, E, and/or F above.
- I. Employees regularly scheduled to work on an actual or designated holiday shall receive their regular pay for all scheduled hours during that day. In addition, such employees shall be entitled to holiday compensation if they work on the actual or designated holiday.
- J. In no event shall an employee receive holiday compensation for both the actual and designated holiday.
- K. At the employee's discretion, an employee's holiday compensation shall be in the form of cash or compensatory time off (CTO) for overtime in the form of CTO. Holiday compensation shall be paid at the employee's regular rate of pay for each hour worked. Holiday compensation paid in the form of CTO shall equal one hour's credit for each hour worked. Holiday pay and overtime pay shall not be paid for the same hours worked.
- L. Employees who are not regularly scheduled to work on either the actual or designated holiday shall receive straight time CTO credit for all hours of the employee's regular schedule. In addition, if such an employee is called to work, such employee shall be compensated in accordance with Article V, Section 3 of this Agreement.
- M. Each employee will be provided with one floating personal holiday that must be used in the calendar year assigned with no cash value upon termination. Cannot be used in less than a workday increment, cannot be used in lieu of sick leave, cannot be considered as hours worked for determination of holiday pay. Value is that of the scheduled day (example: if employee is scheduled for 8- or 12-hours value of personal holiday is equal to scheduled day). The Personal Holiday is exempt for the calculation of overtime.

Section 6. **Catastrophic Leave Pay**

- A. Catastrophic leave pay is for County employees governed by this Agreement who have exhausted all accumulated paid time off (vacation, sick leave, and compensatory time off, etc.). The purpose of catastrophic leave pay is to provide a portion or all of an employee's pay during the time the employee would otherwise be on an approved leave of absence under the CFRA, the FMLA, or Pregnancy Disability Leave ("PDL") pursuant to state or federal law. Catastrophic leave pay is contingent on the receipt of donated vacation time or paid time off in the manner described below.
- B. Catastrophic leave pay does not increase or limit an employee's rights to a leave of absence under County policy or this Agreement except that the employee will continue in a paid status during that leave.
- C. An employee is eligible for catastrophic leave pay with medical certification of the need for a leave of absence pursuant to CFRA, FMLA, and/or PDL, and after the employee has exhausted all accrued paid time off.
- D. Employees governed by this Agreement may only donate vacation time or paid time off to another employee who becomes eligible for catastrophic leave pay.

- E. To begin receiving catastrophic leave donations, employees must submit a written request to the Kern County Human Resources Division with sufficient information to enable the Chief Human Resources Officer or his/her/their designee to determine whether they are eligible.
- F. It is the responsibility of the employee requesting catastrophic leave pay or co-workers to canvass other employees for catastrophic leave donations. Donations must be made voluntarily and not through coercion. 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.
- G. Donations must be a minimum of eight hours. The County will convert the donations to a dollar equivalent amount using the recipient's hourly wages.
- H. Health insurance coverage and retirement contributions will continue in the same manner as if the recipient employee was on paid sick leave. The recipient employee will not accrue additional paid time off while receiving catastrophic leave pay.
- I. Catastrophic leave pay terminates upon one of the following:
 - 1. The employee has returned to duty from an eligible CFRA, FMLA, or PDL leave of absence; or
 - 2. All donations are exhausted.
- J. Upon the termination of catastrophic leave pay, all unused donations shall be forfeited by the donor and recipient.

Section 7. Winter Recess

- A. The County establishes Winter Recess as the 3 weekdays between the Christmas Day and New Year's Day holidays identified in Section 5 of this Article. 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 each respective department head and may be subject to final approval by the Board of Supervisors. Notwithstanding, department heads and/or their designees will make all reasonable efforts to permit staff to observe the Winter Recess as paid time off.
- C. If an employee is unable to observe Winter Recess in its entirety, he or she will be credited with 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 of each successive calendar year.
- D. Employees covered by this Agreement 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 counted as hours worked for determining overtime or CTO eligibility.

Section 8. Civil Service Recruitment Leave

- A. All employees covered by this Agreement may receive paid time off to attend a civil service examination with the Human Resources Division, or a hiring interview scheduled with a county department. This Section applies to open, promotional, and lateral examinations and interviews.
- B. Each employee must request to use paid time off in accordance with Subsection A no later than 48 hours prior to the examination or interview. The employee must provide certification from the Human Resources Division or the interviewing department documenting the employee's presence at the examination or interview and the duration of the examination or interview.

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. 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%).
- E. Permanent full-time and permanent part-time employees who have completed 30 years of continuous County service shall receive an additional 2% longevity pay on base wages (total 10%).
- F. For subsections A, B, C, and D, continuous County service shall have the same meaning as presently used in applying vacation seniority date.
- G. For subsection E above, 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.
- H. An employee, who during the term of this Agreement 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 is defined as follows:
 - 1. P.M. Shift - Any work period encompassing at least 5 hours of work between the hours of 3:00 p.m. and 12:00 midnight.
 - 2. A.M. Shift - A.M. Shift shall be defined as any work period encompassing at least 5 hours of work between the hours of 12:00 midnight and 9:00 a.m.
 - 3. The County shall not change the starting hours of employees, for the purposes of avoiding shift differential pay.
- C. In counting the 5-hours-worked provisions, the following are excluded:
 - 1. Any time off with or without pay, i.e., mealtime, vacation, sick leave, compensatory time off, etc. (except rest periods).
 - 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 Agreement 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 5 hours necessary qualifying time).
- E. The County agrees to meet and confer regarding additional differential pay during the term of this Agreement should the County propose any additional shift assignments on the weekend.

Section 3. Overtime Compensation

- A. For all employees covered by this Agreement, "overtime" is defined as all actual hours worked by an overtime-eligible employee over a maximum of 40 hours in his/her/their workweek. Non-productive paid hours such as vacation, sick leave, and compensatory time off shall not count as actual hours worked under this Section. Work time spent on jury duty and hours paid for holidays shall be considered hours worked under this Section.
- B. Overtime shall be compensated at one and one-half times the employee's regular rate of pay, as defined under the Fair Labor Standards Act of 1938 ("FLSA"). Only actual hours worked shall be counted toward the applicable threshold for purposes of calculating overtime owed under the FLSA. All overtime entitlements shall be computed to the nearest tenth of an hour (6-minute increments).
- C. In lieu of cash compensation for overtime, overtime-eligible employees may earn up to a maximum of 120 hours of compensatory time off ("CTO"). CTO will be earned at a rate of one and one-half hours for each hour of overtime worked. CTO may also be earned at straight time for non-Overtime hours worked when the employee has a combination of actual hours worked and non-productive paid hours over 40 hours in a workweek. An employee who has accrued CTO shall be permitted to use such time within a reasonable period after making a request if the use of CTO does not unduly disrupt the operations of the department.
- D. Upon separation of employment any unused CTO will be paid out according to the FLSA and its implementing regulations.
- E. Employees covered by this MOU who are classified as exempt under the FLSA shall not be eligible to receive overtime or to accrue compensatory time off.
- F. To the extent that there is a conflict between the terms of this section and any other Kern County ordinance, policy or procedure regarding overtime, this section shall supersede. In all other cases, the existing policy of Kern County and its departments shall continue to remain in full force and effect.

Section 4. Standby and Availability Pay

A. Standby

- 1. Definition of Standby – Only after first seeking volunteers, 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/she/they cannot use the time effectively for his/her/their 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/her/their home or with County officials where he/she/they may be reached or is merely required to be available via a communications device, is not working while "on-call" and shall not be considered 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 department head to be on stand-by duty shall receive one-quarter of his/her/their hourly pay, or the federal minimum wage, whichever is higher for the hours required to be on stand-by. Employees on stand-by duty, who are called back to work, shall not receive stand-by pay while in a called-back status.
- 3. A department head seeking to place employees on standby duty shall first, make a reasonable effort to solicit volunteers prior to mandating any employee in Standby.
- 4. Employees who return to work shall be eligible for the 2-hour minimum call back overtime pay, but if called back multiple times within the 2 hours, will only receive compensation for the 2 hours or the total time actually worked, whichever is greater.

B. Availability Pay

- 1. Due to urgent situations, employees in certain classifications must be available to report to work outside their regular work schedule, upon request of their department head or designee. Such employees shall be

required to carry a communications device to respond regarding their availability. The department head shall not impose conditions, which so restrict the employee that the employee is on standby as defined by Article V, Section 4.A, unless the employee is placed on standby. Although the assignment of Availability Pay does not obligate an employee to the same restrictions as Standby Pay, in some instances employees in an assignment receiving Availability Pay may be obligated to report to work. If an employee's personal activities will restrict them from being able to report to work and if the assignment cannot be done remotely, the employee may pass up that assignment and another employee on Availability Pay will be contacted. An employee's repeated refusal to respond as requested may result in the employee's removal from eligibility for Availability Pay.

2. As compensation for being available to respond to such situations, those employees shall receive a biweekly allowance equal to 5% of their biweekly base salary for the hours required to be available. Employees required to respond shall not receive the 5% pay for the hours that they receive full compensation, including any 2-hour minimum call back overtime pay.
3. A department head seeking to place employees on availability duty shall first, make a reasonable effort to solicit volunteers prior to mandating an employee in Availability.
4. Employees required to provide an after-hour service response, but who do not return to work, shall be eligible for a minimum of 30 minutes call back overtime pay, and compensated for the actual time they work over 30 minutes rounded to the nearest tenth of an hour.
5. Employees who return to work shall be eligible for the 2-hour minimum call back overtime pay, but if called back multiple times within the 2 hours, will only receive compensation for the 2 hours or the total time actually worked, whichever is greater.
6. Classifications eligible to receive availability pay shall include all classifications listed in Appendix A of this Agreement.
7. The parties agree to meet and confer regarding the addition of other classifications to Appendix A at any time during the term of this Agreement. The Chief Human Resources Officer is authorized upon agreement with SEIU to add additional classifications to those eligible for availability pay and shall maintain a list which is incorporated by reference into this agreement.

C. Availability Pay - Additional Work Units

In the event that SEIU identifies additional work units in which employees are specifically required to be available for after-hours emergency/urgent response for the protection of public safety or property and/or for the maintenance of systems that impact public safety or property, the parties agree to meet and confer regarding inclusion of the work unit in a category of availability pay.

Article V, Section 4 is intended to govern all of the standby and availability rights of the employees covered by this Agreement. None of the Ordinance Code or provisions relating to standby or availability pay shall apply to those employees.

Section 5. Bilingual Pay

- A. The County agrees to pay \$35.00 per pay period for those pay periods in which an eligible employee is assigned to a designated position requiring verbal bilingual abilities, and \$70.00 per pay period for those pay periods in which an eligible employee is assigned to a designated position requiring written bilingual abilities.
- B. Employees who are not receiving bilingual pay will not be called upon to use their skill and shall have the right to refuse to provide bilingual service. Employees who are not receiving bilingual pay shall have the right to refuse to provide bilingual services and shall not be subject to discipline for such refusal.
- C. The County will work with third party providers to establish appropriate testing. The County will also continue its efforts to establish its own bilingual certification program. Existing employees seeking bilingual certification will have testing priorities over non-employees within the County's certification program. Employees shall be able to test once annually for bilingual certification through a County approved program on paid County time.

D. The following languages are considered threshold language(s) for the County and are eligible for bilingual pay:

- Spanish
- Tagalog
- Punjabi
- Ilokano
- Hindi
- ASL

E. If additional threshold languages are added, the County and the Union agree to meet within 30 days to discuss expanding this Article to include additional languages eligible for bilingual pay.

Section 6. Salary Adjustments

A. During the term of this Agreement, Kern County will continue payment of the biweekly “New Employee Premium Pay”, equal to 6% of base salary for those employees hired on or after October 27, 2007, and who are earning retirement service credit under Government Code section 31676.01 commonly referred to as 1.62% at age 65. The New Employee Premium Pay 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 and in addition to the provisions contained in Article VI, Section 2, employees will not receive the New Employee Premium Pay if, for any reason, the employee is earning service credit under the higher 3% at age 60 defined benefit formula.

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

1. Effective January 1, 2022, a 10-step Base COLA Salary Schedule included in Appendix B to this MOU is adopted for all employees covered by this MOU; notwithstanding employees that are paid a flat rate biweekly or hourly rate.
2. The 10-step Base COLA Salary Schedule has 2% incremental growth between each COLA step.
3. Effective with the pay period following July 1, 2022 and the beginning of the pay period following July 1st of each subsequent year, all employees will move to the next higher base COLA step in the associated range for their classification until they reach Step 10.
4. Advancement between steps is not based upon employee performance.
5. The implementation of this Base COLA Salary Schedule is not intended to limit or prevent the negotiation of additional COLAs or additional salary increases.

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 (2.0%) of their base salary, which will be represented by an increase in salary range of 0.4 for each classification. The County agrees to reopen negotiations on this section if another bargaining unit negotiates a COLA higher than two percent (2.0%).
2. The County agrees to reopen negotiations for an additional COLA that could take effect the pay period following July 1, 2025, 2026, and 2027. Such negotiations would start no earlier than January 1st of each year.

D. Additional Salary Adjustments

Effective with the pay period following adoption of this Agreement, all SEIU bargaining unit employees will receive a 6% additional salary adjustment.

Section 7. Classification & Compensation

- A. The County and the Union agree to meet and confer regularly during the first 6 months of this Agreement to review and propose potential changes to salary range, job specification, and flexible classification series eligibility for classifications that have been identified as difficult to recruit or retain.
- B. The County shall prepare a total compensation study using its list of comparable counties for each classification and provide the study to the Union at least 1 week prior to the scheduled meeting in which the classification is to be discussed.
- C. Upon agreement, the parties shall bring any proposed changes to the Board of Supervisors and Civil Service Commission, as applicable, for adoption.

Section 8. Engineering Certification Pay

Bi-weekly certification pay in the amount of 8% of bi-weekly base salary shall be paid to all employees occupying a permanent County position in the following classifications, provided the employee possesses a license or registration issued by the State of California as a Professional Engineer, Land Surveyor, Geologist, or Architect:

Engineer Technician I-C
Engineer Technician II-C
Engineer Technician III-C
Engineer I-C
Engineer II-C
Engineer III-C
Engineering Support Supervisor

Section 9. Air Quality Engineering Certification Pay

Bi-weekly certification pay in the amount of 5% of bi-weekly base salary shall be paid to all employees occupying a permanent County position in the following classifications, provided the employee possesses a license or registration issued by the State of California as a Professional Engineer, Land Surveyor, Geologist, or Architect:

Air Quality Engineer I-C
Air Quality Engineer II-C
Air Quality Engineer III-C

Section 10. Accountant Certification Pay

Bi-weekly certification pay in the amount of 5% of bi-weekly base salary shall be paid to all employees occupying a permanent County position in the following classifications, provided the employee possesses one of the following certifications: Certified Public Accountant (CPA) certification, Certified Fraud Examiner (CFE) certification, Certified Internal Auditor (CIA) certification, or Certified Information Systems Auditor (CISA) certification. This certification pay only applies to those classifications listed below in the office of the Auditor/Controller/County Clerk. Additional certification pay shall not be paid for obtaining more than one certification:

Accountant I
Accountant II
Accountant III
Senior Accountant

Section 11. Building Inspector Certification Pay

Bi-weekly certification pay in the amount of 5% of bi-weekly base salary shall be paid to all employees occupying a permanent County position in the following classifications, provided the employee possesses two of the following five certifications: International Code Council (ICC) Certification in (a) building inspection, (b) electrical inspection, (c)

mechanical inspection, or (d) plumbing inspection; OR (e) an Office of State Health Planning and Development (OSHDP) Class A Certification. Additional certification pay shall not be paid for obtaining more than two certifications:

Building Inspector
Building Inspector Specialist
Principal Building Inspector
Supervising Building Inspector

Bi-weekly certification pay in the amount of 5% of bi-weekly base salary shall be paid to all employees occupying a permanent County position in the following classifications, provided the employee possesses one of the following certifications: International Code Council (ICC) Certification in (a) building inspection, (b) electrical inspection, (c) mechanical inspection, or (d) plumbing inspection; OR (e) an Office of State Health Planning and Development (OSHDP) Class A Certification. Additional certification pay shall not be paid for obtaining more than one certification:

Construction Project Inspector I
Construction Project Inspector II
Construction Project Inspector III
Supervising Construction Project Inspector

Section 12. Road Maintenance Worker Certification Pay

Bi-weekly certification pay in the amount of 5% of bi-weekly base salary shall be paid to all employees occupying a permanent County position in the classification of Road Maintenance Worker III, provided the employee possesses a Pesticide/Herbicide Certificate issued by the State of California.

Section 13. POST Certified Classifications

The following classifications, designated with a "C" are for employees who possess a POST Intermediate Certificate issued by the State of California Commission on Peace Officer Standards and Training. Certification pay for possession of an Intermediate Certificate is 7% of bi-weekly base salary:

Park Ranger - C
Senior Park Ranger - C
Supervising Park Ranger – C

The following classifications, designated with a "C-A" are for employees who possess a POST Advanced Certificate issued by the State of California Commission on Peace Officer Standards and Training. Certification pay for possession of an Advanced Certificate is 5% of bi-weekly base salary:

Park Ranger - C - A
Senior Park Ranger - C - A
Supervising Park Ranger - C - A

Employees who possess both an Intermediate and Advanced POST Certificate shall be compensated a total on 12% of bi-weekly base salary pursuant to 7% Intermediate Certificate and 5% Advanced Certificate.

Section 14. Evidence Technician Certification Pay

The following classifications, designated with a "C" are for employees who possess a Latent Print Examiner (LPE) Certification issued by the International Association for Identification (IAI). Certification pay for possession of the LPE Certification is 5% of bi-weekly base salary:

Evidence Technician I – C
Evidence Technician II – C

Section 15. Other Certification Pay

The County agrees to meet and confer with the Union regarding the County's certification pay practices and to consider possible additional certification and/or incentive pay programs

Section 16. Portal to Portal Pay

For all classification covered under this Agreement, personnel assigned to emergency incidents, both in-county and out of county, shall be compensated portal to portal for the duration of the incident assignment.

Section 17. Nurse Certification Pay

Registered Nurses employed by the County shall receive premium pay equal to 3% of their regular base salary for possessing and maintaining a nationally recognized certificate in the medical specialty in which they are working.

Section 18. Dispatcher Training Officer Pay

- A. The Sheriff-Coroner or the Fire Chief, in its sole discretion, may maintain a training program for Dispatchers and Dispatch Assistants. As part of the program, the Sheriff-Coroner or Fire Chief will assign, in its sole discretion, personnel in the Dispatcher Assistant and Dispatcher I/II classifications to serve as Dispatcher Training Officers.
- B. While assigned as a Dispatcher Training Officer, employees shall receive assignment pay equal to 5% of their base salary.

Section 19. Nurse Practitioner Certification Pay

Nurse Practitioners shall receive a special certification pay equivalent to 15% of their regular biweekly base salary for possessing and maintaining a Psychiatric-Mental Health Nurse Practitioner (Across the Lifespan) Certification (PMHNP-BC), while employed in a permanent position by the Behavioral Health and Recovery Services Department.

Section 20. Workforce Development Apprenticeship Pay

Employees of Employers' Training Resource shall receive a special apprenticeship pay equivalent to 5% of their regular biweekly base salary upon successful completion of the Workforce Development Apprenticeship Program (WDAP), while employed in a permanent position by the Employers' Training Resource Department.

Section 21. Behavioral Health Special Assignment Pay

- A. Employees in the classifications of Clinical Supervisor, Vocational Nurse I/II, Behavioral Health Nurse I/II/III, Substance Use Disorder Specialist I/II, Behavioral Health Recovery Specialist Aide, Behavioral Health Unit Supervisor I/II, and Behavioral Health Nurse I/II/III assigned to the Psychiatric Evaluation Center (PEC) Team shall receive a PEC Subacute Nurse special assignment pay equivalent to 10% of their regular biweekly base salary. PEC Subacute Nurse Pay shall only be paid to employees during the period the employee is an active nurse on the PEC Team and shall stop upon removal from the applicable team and/or change of subacute duties. Employees eligible for PEC Subacute Nurse Pay will be designated by the Director of the Behavioral Health and Recovery Services or their designee.
- B. Employees in the classifications of Behavioral Health Unit Supervisor I/II, Behavioral Health Nurse I/II/III, Behavioral Health Recovery Specialist I/II/III, and Behavioral Health Therapist I/II assigned to the Mobile Evaluation Team (MET) shall receive a MET Field Responder special assignment pay equivalent to 10% of their regular biweekly base salary. MET Field Responder Pay shall only be paid to employees during the period the employee is an active nurse on the MET Team and shall stop upon removal from the applicable team and/or change of field responder duties. Employees eligible for MET Field Responder Pay will be designated by the Director of the Behavioral Health and Recovery Services or their designee.

Section 22. Probation Program Specialist Trainer Pay

Probation Program Specialist trainer pay of 5% of base hourly pay will be paid to those Kern County Probation Department employees who are actively engaged in training other employees in curricula of validated, evidence-based programming for youth and adults. To receive the training incentive pay, employees must receive approval by the Chief Probation Officer or their designee to conduct the subject training. The 5% trainer pay will be paid on an hourly basis and shall be paid only for the hours spent providing the training.

Section 23. Deputy Coroner Training Officer Pay

- A. The Sheriff-Coroner, in its sole discretion, may maintain a training program for Deputy Coroners. As part of the program, the Sheriff-Coroner will assign, in its sole discretion, personnel in the Deputy Coroner or Supervising Deputy Coroner classifications to serve as Deputy Coroner Training Officers.
- B. While assigned as a Deputy Coroner Training Officer, employees shall receive assignment pay equal to 5% of their base salary.

Section 24. Climber/Rescuer Certification Pay

Bi-weekly certification pay in the amount of 5% of bi-weekly base salary shall be paid to all employees occupying a permanent County position in the following classifications, provided the employee possesses and maintains a certification as a Tower Climber/Rescuer:

Communications Technician
Senior Communications Technician

Section 25. Field Training Officers

- A. In the event the Kern County Sheriff's Office begins Field Training Officer program, the Department will assign, at the Sheriff-Coroner's discretion, a necessary number of Sheriff's Community Service Technicians and Park Rangers Series to serve as Field Training Officers (FTOs).
- B. During the assignment to the FTO program, employees assigned as FTOs will receive an additional "special assignment pay" equal to 5% of their base salary.

Section 26. Agricultural Biologist/Weights and Measures Inspector Series Certification Pay

Bi-weekly certification pay in the amount of 5% of bi-weekly base salary shall be paid to all employees for possession of a valid California Class "A" or "B" Driver's License in the following flexible classification series:

Agricultural Biologist/Weights and Measures Inspector I/II/III
Senior Agricultural Biologist/Weights and Measures Inspector

Section 27. One-time Cash Payment

One-time cash payment of \$1,500 for all current SEIU bargaining unit employees to be effective July 12, 2025.

Section 28. Public Defender Supervisory Pay

The County shall compensate all Public Defenders who have been assigned by the Public Defender and/or his/her designee to supervise a permanent unit within the Public Defender's Office a special assignment pay equivalent to 10% of the assigned employees base salary. Such premium compensation shall only be paid during the period in which the employee is assigned to this supervisory role. The Public Defender shall have full and complete discretion to assign and reassign staff into and from supervisory roles as needed within the department, and as authorized by the Board of Supervisors.

Section 29. Public Defender Professional Fees

The County agrees to pay 100% of State Bar dues for each qualified represented employee.

Section 30. Public Defender Development Allowance

The County shall provide each qualified employee covered by this MOU with an annual allowance of \$1,000 to cover the costs of continuing legal education programs, for membership in local or specialized Bar Association groups, and/or for the purchase of prior approved educational materials including, but not necessarily limited to; books, audio/video tapes, software programs. Prior approval by the Public Defender is required and employee will be reimbursed for their approved purchases.

ARTICLE VI - BENEFITS

Section 1. Medical/Dental/Vision/Prescription Drug

- A. All employees covered by this Agreement shall be required to pay, by payroll deduction, 20% of the insurance premium for the employee and their dependent's medical, dental and vision insurance (hereafter collectively referred to as "health insurance"). (All insurance premiums referenced in this subsection shall equal 98% of the applicable COBRA premium.)
- B. 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, 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 health insurance plans and/or enroll eligible dependents. All employees covered by this Agreement shall receive up to 2 hours of paid time off each year to attend a County-sponsored open enrollment event to review healthcare enrollment options for the next plan year.
- D. The County and the Union will continue utilizing the Health and Wellness Committee to study and identify ways in which to improve insurance plans and contain costs. The Health and Wellness Committee shall meet quarterly. The Union shall have up to 6 employee representatives assigned to the Committee. Each of those assigned representatives shall receive paid release time to attend each quarterly meeting.
- 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 law. The County shall provide 10 business days' notice of any proposed changes to the plan design and agree to meet and confer as required by law.
- F. The County will investigate the possibility of improving the current mental health benefit, including the possibility of providing mental health benefits through the Kern County Behavioral Health and Recovery Services Department.
- H. Retiree Stipend Program and Retiree Health Premium Supplement Program (RHPSP)
 - 1. Participation in the RHPSP is discontinued for employees hired on or after March 15, 2016.
 - 2. Employees hired prior to March 15, 2016, shall have the option to discontinue participation in the RHPSP.
 - 3. Employees who discontinued participation in the RHPSP prior to the effective date of this Agreement are eligible, solely upon retirement from the County, to receive an employer contribution to a Health Reimbursement Arrangement managed by the County in the following manner:
 - a. The employer contribution is equivalent to the amount the employee has had deducted from his/her/their pay to RHPSP since payroll period 12-16 (August 11-24, 2012) until the last payroll period deduction.
 - b. Employees who opt out and retire at or after age 70 will not receive any employer contribution.
 - 4. Employees hired prior to March 15, 2016, who do not opt out of the RHPSP, shall continue to participate in the RHPSP under the following terms:
 - a. Employees shall contribute at the contribution rate of 2.12% of base salary.

- b. Employees hired at age 45 years or older continue to be excluded from RHPSP because of age at time of employment (45 years old and over) they could never receive a benefit.
- c. Solely upon retirement from the County after age 50 and with a minimum of 20 years of service, employees shall be eligible for a supplement toward County retiree health care premiums in the following amounts:

20 years of service	\$441.04 per month
21 years of service	\$529.24 per month
22 years of service	\$617.45 per month
23 years of service	\$705.66 per month
24 years of service	\$793.86 per month
25 + years of service	\$882.07 per month

- d. "Years of service" is defined in the plan document.
- e. Any employee with 5 or more years of service who retires, or retired, on or after January 1, 1997, due to a service-connected disability pursuant to the County Employees' Retirement Law of 1937, will become eligible for 100% of the available benefit regardless of age. The enhanced benefits shall only apply from July 1, 2000, and thereafter. No retroactive benefits shall be paid.

5. Employees who are ineligible to participate or opt-out of participating in the RHPSP will also be ineligible for the Retiree Stipend Program.

I. The County will provide life insurance coverage for covered employees in the amount of \$20,000 per employee. SEIU understands that the County may undertake an RFP and/or RFQ process to maintain the coverage.

J. The County will provide a 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:

- i. A prescription axis change of at least 20 degrees, or a sphere or cylinder change of at least .50 diopter; or,
- ii. A visual acuity improvement, resulting from the new prescription, of at least one line of the standard eye chart.

Section 2. Retirement

A. Pursuant to Resolution #2004-436, the County has adopted Government Code section 31676.17. This Resolution provides the defined retirement benefit commonly referred to as 3% at age 60. The 3% at age 60 defined retirement benefit shall only apply to those employees covered by this Agreement hired prior to October 27, 2007.

All employees hired prior to August 7, 2004, shall pay one-third of the employees' normal contributions to retirement, as set forth in Government Code Section 31621.8 for the term of this Agreement.

B. Pursuant to Resolution #2007-420, the County has adopted Government Code section 31676.01. This Resolution provides the defined retirement benefit commonly referred to as 1.62% at age 65. The 1.62% at age 65 defined retirement benefit shall apply to those employees covered by this Agreement hired on or after October 27, 2007 ("Post October 27, 2007, Employees").

All employees hired or rehired on or after August 7, 2004, shall pay 100% of their employee normal contributions to retirement, as set forth in Government Code Section 31621. All employees hired or rehired on or after January 1, 2013, shall pay 50% of the normal cost of retirement, as set forth in Government Code Section 7522.30.

- C. Post October 27, 2007 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 amount ("match") as follows:

- (a) Subject to the limitation contained in subsection (b) below, the County shall contribute a biweekly amount, equal to the biweekly amount that the employee contributes to the County's Deferred Compensation Plan.
 - (b) The six percent maximum 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.
 - (c) 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.
 - (d) 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 A above, the new employee shall repay the County the amount of the match received plus the amount of 6% premium pay received, under Article V, Section 7A of 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 (d) 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.
- D. Notwithstanding, eligible employees rehired after retirement prior to October 27, 2007, shall continue to have their retirement benefits computed pursuant to the provisions of Government Code section 31680.7, adopted by the Board of Supervisors on August 21, 2001. Employees hired or rehired on or after October 27, 2007, shall, upon rehire after retirement, have their retirement calculated in accordance with Government Code sections 31680.4 and 31680.5, as set forth in Resolution #2007-420, providing that such employees' rates of contributions and retirement allowance shall be determined as if the employee was first entering the retirement system.
 - E. Pursuant to Government Code Section 31641.95, the County 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 ("KCERA") and the Government Code.
 - F. This Agreement does not create a vested right to continued County payments of employee contributions that is independent of this or successor Agreements. The terms and conditions will remain in full force and effect until final approval of a successor Agreement, or the parties reach impasse and exhaust all legally required impasse resolution procedures.
 - G. Employees who, in good faith, have designated an effective date of retirement from County service may sell back their accumulated vacation and sick leave balances to the Kern County Employees' Retirement Association no earlier than three months prior to the designated date of retirement. This sell back shall be for the sole express purpose of receiving credit in the KCERA retirement system for all legally eligible prior public service.
 - H. In addition to the ability to sell back accumulated vacation in the manner described in subsection G above, employees may also sell back their accumulated vacation balance for the sole express purpose of receiving credit in the KCERA retirement system for all legally eligible prior service one time during the employee's tenure as a county employee. The employee must submit a written request to his/her/their department head no later than April 1st prior to the fiscal year in which the employee intends to sell back such amounts. The department head may, in their sole discretion, waive the April 1 filing deadline for any employee.
 - I. All employees covered by this Agreement shall receive up to four hours of paid time off to attend the County and Kern County Employees' Retirement Association sponsored retirement seminar once during their career. Employees shall make their request directly to their respective Department Head or designee. No requests shall be unreasonably denied.

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 Agreement, 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 SEIU, the COUNTY and SEIU have agreed to exercise the provisions of Government Code Section 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 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 SEIU further agree to the implementation of 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 SEIU further agree, notwithstanding the provisions of any other existing Agreement, statute, rule or ordinance, to the following:

1. Earned sick leave payoffs, as provided in Article IV, section 2 of this Agreement will be deferred and paid as follows:
 - a. One half of the qualified payoff amount will become payable upon retirement.
 - b. One half of the qualified payoff amount will become payable 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.

- b. One half of the qualified payoff amount will become payable 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/their accumulated sick leave or vacation pay off 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 timelines 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 Agreement.

1. A 3 person panel comprised of the Chief Human Resources Officer, the director of the specific department, and the Regional Director of the SEIU, will be formed to adjudicate disputes.
2. An employee who believes they are aggrieved by operation of this Section of this Agreement may submit his/her/their complaint in writing to the Chief Human Resources Officer, who will call a meeting of the above-defined panel.
3. The complainant and his/her/their representative may appear before the panel and present relevant evidence and/or argument to support his/her/their claim.
4. A complaint must be submitted within 5 calendar days of the employee's belief he/she/they have 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 Agreement will terminate with this Agreement.

Section 4. Professional Fees

The County agrees to pay 100% of a required fee, not to exceed \$500.00, to each County employee who is required by a state or federal agency to maintain a license or registration to remain eligible to perform the duties of his/her/their 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 1 year, the County will pay the required fee except that the County shall not pay any amount more than the total of \$500.00 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. Payment for uniform allowance shall be for active-duty periods only.

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.

- B. The following classifications shall receive an annual uniform allowance of \$450.00.

Security Attendant Series (formerly titled Facility Attendant Series)
 Sheriff's Aide Series

C. The following classifications shall receive an annual uniform allowance of \$350.00:

Construction Project Inspector*	Public Works Maintenance Worker Series
Disposal Site Gate Attendant Series*	Traffic Signal Technician Series
Engineering Aide Series*	Waste Management Specialist
Engineer Series*	Waste Management Technician
Engineering Technician Series*	Waste Management Support Supervisor
Maintenance Painter*	

* Only those positions required to wear an orange shirt. The Department will provide 8-10 orange shirts.

D. The following classifications shall be provided, through a uniform supply company, either 3 or 5 shirts, and/or 3 or 5 pants, or smocks and/or coveralls as provided per week, as required by the department's uniform policy:

Air Conditioning Mechanic	Maintenance Electrician
Aircraft Mechanic	Maintenance Painter
Animal Care Worker Series	Maintenance Plumber
Auto Parts Storekeeper Series	Maintenance Worker Series
Automotive Service Worker Series	Mower Repair Mechanic
Automotive Mechanic Series	Office Services Series (DHS Registrar)
Building Services Worker Series	Park Attendant
Equipment Maintenance Superintendent	Park Supervisor
Equipment Operator	Stock Clerk
Federal Excess Property Coordinator	Automotive Parts Storekeeper
Fire Equipment Mechanic	Structural Maintenance Superintendent
Fire Equipment Service Worker	Supervising Heavy Equipment
Fire Equipment Technician	Mechanic
Fiscal Support Tech (Fire Warehouse)	Tree Trimmer Series
Groundskeeper Series	Warehouse Supervisor
Heavy Equipment Mechanic Helper	Wastewater Specialist Series
Heavy Equipment Mechanic Series	Wastewater Technologist
Heavy Equipment Service Worker	Wastewater Plant Operator Series
Mail Clerk Series	
Maintenance Carpenter	

E. The following classifications shall receive an annual uniform allowance of \$700:

Fire Dispatcher Series
Sheriff Dispatcher Series

F. The following classifications shall receive an annual uniform allowance of \$1,200:

Airport Security Officer Series
Airport Operations and Security Officer
Animal Control Officer Series
Park Ranger Series
Sheriff's Community Services Technician

G. Sewage Treatment Plant Operators shall receive uniforms (shirts/pants) through a uniform supply company selected by the County.

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

I. The County shall provide patches and chevrons for uniforms.

J. Safety Boot Allowance

The criteria for boot requisitions for Public Works and General Services will be administered by Department Policy. Employees required to wear ASTM-rated boots without full-sole protection will have up to \$250.00 paid by the Department toward the purchase of one pair of boots during a 12-month period. Employees required to wear ASTM-rated boots with full-sole protection will have up to \$300.00 paid by the Department toward purchase of one pair of boots during a 12-month period. Prior approval by the Supervisor may be required per Department Policy.

Departments will determine which classifications are eligible.

Section 6. Rest Periods

The County agrees that the department head may authorize employees rest periods each day not to exceed 15 minutes during each 4-hour period.

Section 7. Travel

- A. Employees required to travel on County business shall be compensated for the hours of travel according to the minimum requirements set forth in the Fair Labor Standards Act of 1938 and its implementing regulations. In addition, employees who travel as a passenger in a vehicle outside of normal working hours, shall also receive compensation for the hours of travel.
- B. Employees who are permitted to utilize a privately owned vehicle shall do so according to the established policy and shall be reimbursed at the allowable federal rate for income tax purposes for miles traveled during County business. Per diem expenses for food and lodging are set forth in the Kern 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 20 miles, shall be paid a moving allowance as follows:

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

Section 9. Tool Allowance

- A. Employees required to provide their own hand tools, will have said tools insured by the County.
 - 1. This insurance shall apply for only those tools required by the department. A list of said tools will be kept on file by the department.
 - 2. The insurance will provide coverage, after \$100.00 deductible paid for by the employee, for theft (evidence that a theft occurred is required) or fire damage. Such insurance coverage is limited to fire or theft on County premises.
- B. The County will replace tools that are broken on the job through normal use in accordance with the County claims review process as provided in Section 318 of the Kern County Policy and Administrative Procedures Manual.
- C. Employees certified by their department head as persons required to provide tools and/or specialized equipment, will qualify for tool allowance at the rate of \$600.00 per year.
- D. The tool allowance will be payable bi-weekly with the annual allowance divided by 26.089.

Section 10. KERN\$FLEX I

- A. The employees covered by this Agreement continue to be eligible to participate in the Cafeteria Plan known as 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.

Section 11. Continuing Education Requirements

- A. The County may provide expense reimbursement of up to \$500.00 per covered employee per calendar year for attendance at off-site mandatory continuing education training required to maintain a state license and/or for purchase of approved educational materials including, but not limited to, books, audio/video tapes and software programs. Reimbursement must be approved by the employee's department head and the Kern County Human Resources Division, and will only be approved if: (1) the training is held during the employee's regular work hours, (2) falls within their work specialty, (3) cannot be provided in-house at a lower cost, and (4) is beneficial to the operations of the employee's department.
- B. Departments with employees who have recurring mandatory continuing education needs will be required to pursue an in-house training program that will meet the needs of its employees at no cost to the County or employee.

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 the amount legally due, the employee will reimburse the County by one or more of the following methods after the employee is provided an option of the following payment methods and signs a "Request for Correction of Payroll Error" at the departmental level:
 - 1. Repayment in cash, net of taxes, in full after the employee is provided documentation of the error, notice, and the opportunity to object;
 - 2. Repayment 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;
 - 3. 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;
 - 4. 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;
 - 5. 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 mutually agreed upon by the employee and 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
 - 6. Any combination of the above, as mutually agreeable to the employee and the Auditor-Controller-County Clerk.
- B. If, because 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 on the payroll warrant following discovery of the underpayment; 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.

ARTICLE VIII - 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 Agreement, 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 officer or employee having charge of the administration of a department of the County.

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 Agreement.
7. Grievances filed after 20 days from date of occurrence, or after 20 days from the date the employee had knowledge of an occurrence (but in no case later than 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 20 days from the occurrence of the issue that gave rise to the complaint, or within 20 days from the employee's knowledge of the occurrence (but no later than 1 year from the date of occurrence), an employee will promptly and informally meet to discuss the complaint with his/her/their 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 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 5 days from receipt of the supervisor's informal response or within 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 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 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/their representative, if requested, within 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 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 Chief Human Resources Officer (CHRO) within 5 days from receipt of the department head's decision. In his/her/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 his/her/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 10 days of receipt of the grievance.

If the employee is not satisfied with the decision of the CHRO or his/her/their designee, the employee may, within 30 days of receipt of the decision, submit the grievance through the Union to arbitration by written request to the CHRO. In the event the Union determines not to advance a matter to arbitration, the employee shall have no independent right to advance the matter to arbitration.

If the grievance is submitted to arbitration, the grievant, his/her/their representative, if any, and the CHRO, or his/her/their designee, shall, within 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 ARBITRATOR

If the parties fail to agree on an arbitrator, a list of 5 neutrals will be jointly requested from either 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 Agreement, Rules, Regulations, or Ordinances of the County of Kern.

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

The arbitrator's decision shall be binding upon all parties and any monetary award by the arbitrator shall be limited to a maximum of \$5,000.00 for individual grievants and \$25,000.00 for group grievants. The Board of Supervisors may consider any proposed monetary awards above these maximum amounts

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/their decision within 30 days from the close of the hearing.

ARTICLE IX - SEVERABILITY

If any provisions of this Agreement, 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 X - DURATION OF THE AGREEMENT

- A. Upon ratification by the SEIU membership and approval by the Board of Supervisors, this Agreement shall become effective and binding upon the parties in accordance with Section II, Article 14, of the Employer-Employee Relations Resolution.
- B. The term of this Agreement shall be from July 1, 2024, through June 30, 2026.

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GROUND  BOUNDLESS

**Service Employees'
International Union,
Local 521, Criminal
Justice Unit**

**Memorandum of
Understanding**

July 1, 2024 – June 30, 2026

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PREAMBLE

This Collective Bargaining Agreement, hereinafter referred to as "Agreement", entered into by the County of Kern, hereinafter referred to as the "Kern County", and Service Employees International Union Local 521 hereinafter referred to as "SEIU" 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 Agreement 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 Agreement constitutes 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 Agreement.
- 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 Agreement, 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 SEIU as the employee organization certified by the Board of Supervisors pursuant to the Employer-Employee Relations Resolution (EERR) and the Meyers-Milias-Brown Act, and any amendments thereto. The terms and conditions of this Agreement apply to the classifications within the bargaining units as specified by unit number in the County Salary Ordinance. The bargaining unit is:

J Aircraft Pilot

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 Agreement:

- A. County's principal authorized agent shall be the Chief Human Resources Officer, or his/her/their duly authorized representative (Address: Kern County Human Resources Division, 1115 Truxtun Avenue, First Floor, Bakersfield, California 93301; Telephone 661-868-3480), 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 Chief Elected Officer of SEIU, Local 521 or its duly authorized representative (Address: 1001 17th Street, Suite A, Bakersfield, California 93301; Telephone: 661-321-4160).

ARTICLE II - GENERAL PROVISIONS

Section 1. Health/Safety

- A. Pursuant to Chapter 12 of the Kern County Administrative Policy and Procedures Manual, the County will provide a safe, sanitary, and healthful work environment, promote an accident-free workplace through training and accident

prevention programs, and comply with applicable federal, state and local statutes, regulations and ordinances. The County shall endeavor to provide reasonable security for all employees in their work locations. Department heads will furnish safety devices and promote practices that protect the health and safety of employees.

- B. The County will maintain a County Safety Committee, which will include one representative per bargaining unit selected by the Union, and one Union staff representative. The committee shall meet quarterly in accordance with the Kern County Administrative Policy and Procedures Manual (Section 1202 of Chapter 12, and Chapter 16).
- C. Each County departments shall designate a Department Safety Officer, form a Department Safety Committee, and develop department specific safety and accident prevention programs in accordance with Section 1203 of Chapter 12 of the Kern County Administrative Policy and Procedures Manual.
- D. Each County department shall develop a specific Emergency Preparedness Plan in accordance with Chapter 16 of the Kern County Administrative Policy and Procedures Manual.
- E. No employee shall be required to work under conditions dangerous to the employee's health and/or safety. Employees shall alert their supervisors to unsafe practices, equipment and/or conditions and report any unsafe practices, equipment, or conditions. Any employee who either does not receive an answer to an immediate safety concern from his/her/their supervisor(s) within 3 calendar days, or receives an answer the employee deems unsatisfactory, may directly contact the Department and/or County Safety Officer.

Section 2. Payroll Deduction

- A. 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. Payroll deductions and/or Committee on Political Education ("COPE") contributions authorized by the employee shall start the pay period after the County receives notification of the authorization. The County shall transmit such payments to the Union no later than 30 days after the deduction from the employee's earnings occur.
- B. Employees may provide express authorization for payroll deductions and/or COPE contributions by any means of indicating agreement allowable under state and federal law, including but not limited to: submitting to the Union a written membership application form; an electronically recorded phone calls; or an online deduction authorization. The County shall honor the terms of the employee's authorization. Requests to authorize or revoke dues deductions and/or COPE contributions shall be directed to the Union.
- C. The Union will submit to the County a certified list of members who have authorized payroll deductions and/or COPE contributions. The County shall accept confirmations from the Union that the Union possesses electronic records of such membership and give full force and effect to such authorizations as "written authorization" for purpose of this Agreement. If a dispute arises about the existence of, or terms of the authorization, the Union shall provide the County a copy of the employee's authorization. The Union shall indemnify and hold harmless the County for all employee claims regarding such authorization.

Section 3. Direct Deposit

The County requires all employees to receive their pay and qualified expense reimbursements via direct deposit.

Section 4. Agreement Copies

A copy of the signed executed Agreement and any side letter agreements shall be posted on the County Human Resources website. On this website the County shall include the SEIU Local 521 website www.members.seiu521.org in the contact information section of the HR web page. The County agrees to provide each new employee with electronic access to a copy of the Agreement. Instructions on how to access the Agreement including the table of contents shall be included in County New Hire Orientation materials. Employees covered by this MOU shall have the right to electronically access the Agreement on work time.

Section 5. Successor Agreement Negotiations

The parties agree that successor Agreement negotiations shall commence no later than 90 days prior to the expiration of this Agreement.

Section 6. Lactation Accommodation

- A. In accordance with Senate Bill 142 and Labor Code Section 1031, the County shall provide each employee with the use of a room or other location for the employee to express milk in private. The room or location may include the place where the employee normally works if it otherwise meets the requirements in Sections C-F below.
- B. County Departments shall provide a reasonable amount of break time to accommodate an employee desiring to express breast milk. Break time must be provided each time the employee has a need to express milk. The denial of reasonable break time or adequate space to express milk shall be considered a violation of the law. An impacted employee may file a complaint through the grievance procedure and/or with the Labor Commissioner Field Enforcement Unit.
- C. A lactation room or location shall not be a bathroom and shall be near the employee's work area, shielded from view, and free from intrusion while the employee is expressing milk.
- D. A lactation room or location shall comply with all of the following requirements:
 - 1. Be safe, clean, and free of hazardous materials, as defined in Labor Code Section 6382 and Senate Bill 142.
 - 2. Contain a surface to place a breast pump and personal items.
 - 3. Contain a place to sit.
 - 4. Have access to electricity or alternatives devices, including, but not limited to, extension cords or charging stations, needed to operate an electric or battery-powered breast pump.
- E. The County shall also provide access to a sink with running water and a refrigerator or another cooling device suitable for storing milk near the employee's workspace.
- F. Where a multipurpose room is used for lactation, among other uses, the use of the room for lactation shall take precedence over the other uses, but only for the time it is in use for lactation purposes.

ARTICLE III - RIGHTS OF PARTIES

Section 1. Strikes and Lockouts:

During the term of this Agreement, 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 Agreement. The Union will take whatever possible lawful steps necessary to prevent any interruption of work in violation of this Agreement. 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 Agreement.

Section 2. Bulletin Boards and County Mail System

- A. The County agrees that the Union may provide a standard bulletin board (not to exceed 36" x 48") for placement adjacent to existing County bulletin boards. Posting of notices is governed by the EERR provisions. Shop stewards may post Union communications dealing with official Union business on County-approved bulletin boards. The Union agrees not to post any notices that concern job actions or the political activities of the Union on any County-approved bulletin board.
- 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 and e-mail system for official union business in accordance with County rules relating to the use of County mail and e-mail. The County

mail and e-mail systems 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 and e-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 317 of the Kern County Administrative Policy and Procedures Manual.

The County agrees not to discriminate nor show prejudice to any County employee filing a claim for reimbursement of the employee's personal property as result of damage caused by County property and/or during the course of employee's duties.

The County shall reimburse employees within a timely manner, not to exceed 90 days from the time of submittal.

Section 4. Discrimination

The County agrees not to discriminate against any employee for his/her/their activity on behalf of, or membership in, the Union, as stated in the EERR. Both parties shall comply with all applicable federal and state laws prohibiting discrimination, and shall not discriminate against any employee because of the 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. Official County Personnel Files

- A. An employee may review or authorize his/her/their designated representative to review their personnel file at the Kern County Human Resources Division upon signed written request within 3 business days.
- B. The County reserves the right to charge an appropriate fee for duplication of records in the employee's personnel file.
- C. Written Reprimands and/or counseling memos that are not relevant to the current annual evaluation period, and not part of a recurring pattern within the last 24 months, shall not be referenced in annual employee performance reports.

Section 6. Shop Stewards

- A. The County agrees to allow authorized shop stewards to assist and represent employees as required by law. The County further agrees to recognize and deal with authorized union representatives in all matters related to this Agreement.
- B. The number of shop stewards shall be determined as a function of a ratio of one shop steward for every 50 covered employees with each department, except that the Department of Animal Services shall have three shop stewards. The number of shop stewards for the Department of Human Services shall be no more than 25. Additional shop stewards may be added upon approval of the affected department head and the Kern County Human Resources Division.
- C. SEIU shall provide the Kern County Human Resources Division with a list of shop stewards on the first business day following February 1 of each year.
- 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 within 24 hours of the request, unless the absence would cause an undue interruption of work, in which case, 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/their presence. The affected employee will be released within 24 hours of the request 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.
- 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 any matter, authorized by subsection A above, and processing at any time by notice to the department head or his/her/their representative.

Section 7. Release Time

- A. Up to 10 employees may be designated as members of SEIU Local 521's Executive Board/or Chapter Officers, shall be granted a reasonable use of County time to perform their union duties. Time off shall be granted with notice to appropriate county designee. Time off will be granted unless the operational needs of the department prevent the absence of the employee.
- B. Employees who serve as designated members of the Union's meet and confer team shall be allowed reasonable use of County time, when meeting with the County on successor Agreements, for other meet and confer sessions, and for other formal meetings regarding matters within the scope of representation. Six months prior to the expiration of the current Agreement, members of the meet and confer team and/or bargaining team shall be granted reasonable release time with notice to the appropriate County designee.
- C. The County acknowledges that employees who are Union board members or Shop Stewards have an important role in development and maintenance of harmonious labor relations. Further, the County acknowledges that effective representation requires participation in training and Union activities and that reasonable time off with pay should be available for such purposes. The Union acknowledges the County's priority for County programs and services and projects. The Union recognizes the need for notice and limitations in the administration of this Article. Further, the Union recognizes that an employee/Union board member or Shop Steward may have specialized skills, abilities and knowledge, which are necessary and cannot be reasonably replaced.

The County and Union agree that a Union board member or Shop Steward shall be entitled, upon 30 days' written notice, up to 10 days per calendar year time off without pay for Union training and activities. Employees on leave shall not lose seniority or benefits for release in accordance to this section. Any denial of union release time/loss time leave must be made in writing with an explanation for the denial.

Section 8. Employee Information

- A. On the first business day following the close of each pay period, the Union shall receive a list of all current and newly hired employees covered by this Agreement, which shall include each employee's name, job title, department, work location, home address, work, home and personal cell phone numbers, personal and work email addresses on file with the County. The report shall also include the hourly rate of pay, hours worked, gross pay and union dues paid for each employee.
- B. The County shall also provide the Union with a list of all employees who have separated from employment due to retirement on the first business day following the close of each pay period.
- C. The County shall also provide the Union with a list of employees transferred into or out of the bargaining unit.
- D. All information provided pursuant to this section will be sent in an electronic format.
- E. Except as provided under Government Code Section 6254.3, and to protect members from harassment and invasion of privacy, the County shall not provide any information to a third party about the bargaining unit names, home addresses, home and cell numbers, birthdates, work and personal email addresses.

Section 9. Work Schedules

- A. In order to improve efficiencies, maximize service to the public and assist employees in relieving the increased demand for services, employees covered by this Agreement may request in writing either a 9/80, 4/10 or other flexible work schedule. Each County department head shall have the full discretion to grant or deny each request. A response to the request shall be provided in writing no later than 30 days following receipt of the request. If the request is denied, the response shall include the reason for the denial

- B. An employee assigned to work a 9/80, 4/10, or other flexible work schedule may be required by the department head to return to a regular work schedule upon 30 days' written notice to the employee. An employee assigned to a normal work schedule may be required to change their start time or days off upon 14 days' written notice to the employee. The County agrees it must meet and confer on the impact of this decision provided that the specific impacts are identified in writing in any request to meet and confer from the employee or SEIU prior to the conclusion of the relevant notice period. The requirement to meet and confer prior to the implementation of the schedule change shall not apply to emergencies.

Section 10. Labor/Management Committees

The Union recognizes its obligation to cooperate with the County to assure maximum service of the highest quality and efficiency to the citizens of Kern County, consonant with its obligations to the workers it represents. The County and the Union affirm the principle that harmonious labor/management relations are to be promoted and furthered.

A. Department Labor/Management Committee Meetings

Department management and Union staff and membership should meet regularly to discuss issues of mutual concern. Those meetings shall be monthly unless otherwise agreed to between the parties. If there is an item on the agenda that requires an employee who has specific knowledge about a concern that impacts the department, the Union shall provide prior notification to the County of the need of this employee to attend the meeting. Meetings shall be held during the department's normal business hours. Shop stewards and 1 additional employee from the department attending such meetings during his/her/their normal assigned shift hours shall be given release time to attend the meeting.

B. County Labor/Management Committee Meetings

1. It is the intention of the parties to establish a County Labor/Management Committee to provide a forum for labor and management to discuss issues of concern to the bargaining unit employees.
2. The County Labor/Management Committee may consist of up to 6 Management representatives and 6 employee representatives selected by the Union.
3. During the term of this Agreement, the County Labor/Management Committee shall meet quarterly, or more often by mutual agreement, during the County's normal business hours, to discuss issues within the scope of representation.
4. Committee participants shall be released on work time to attend these meetings.

Section 11. Access

- A. Authorized Union staff representatives shall have reasonable access to work locations in which covered employees are employed for the purpose of providing information or representing covered employees. Union staff representatives may also request reasonable access to work sites to hold SEIU-controlled elections within the work location. Such access shall not be interpreted as granting of release time for participation in said election.
- B. Authorized Union staff representatives shall provide the department head or their designee with reasonable prior advance notice of their intent to be present at the worksite. The department may deny reasonable access to the work location if it is deemed that a visit at that time will be a safety risk with the union representative at the department or facility. Should the request be denied, the department representative will offer an alternative time and/or location for the visit of the Union staff representative within 24 hours or less.

Section 12. New Employee Orientation

1. The County will administer a new employee orientation on a quarterly basis and all new employees, both permanent and extra help, shall attend the first new employee orientation following the commencement of his/her employment.
2. The County will provide SEIU with written notice of each scheduled new employee orientation at least 10 business days prior to the event, which shall also include departmental new employee orientations at the Department of Human Services and the Department of Behavioral Health and Recovery Services.

3. SEIU shall have access to each new employee orientation and shall have 30 minutes for each 4 hours of the scheduled program to provide information regarding its organization to its represented employees and members (i.e., 30 minutes for half-day orientation or 1 hour for a full day orientation), which shall be scheduled within the first half of the scheduled program.
4. The County will provide a list of all new employees, including their contact information, who were excused absent and unable to attend their scheduled new employee orientation within 10 business days following each new employee orientation, and will permit each employee 30 minutes of their scheduled work time to meet with SEIU representatives at each employee's discretion.
5. SEIU participation in new employee orientation events described above, shall be conducted on work time, including travel time to meetings, by either a Chapter board member, officer, or shop steward, and a SEIU representative designated by SEIU.

ARTICLE IV - PAID LEAVE

Section 1. Jury Duty\Witness Appearances

- A. Upon reasonable notice to their department head, 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 they perceived in the course of their 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/their own automobile he/she/they 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/their 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. In accordance with the Healthy Workplaces, Healthy Families Act of 2014, employees are entitled to utilize accrued leave for the following reasons:
 1. Diagnosis, care, or treatment of the employee's existing health condition or preventive care for an employee; or
 2. Diagnosis, care, or treatment of an existing health condition of, or preventive care for an employee's family member. For the purposes of using sick leave under this policy only, "family member" shall mean an employee's parent, child, spouse, registered domestic partner, parent-in-law, sibling, grandchild, or grandparent.

In addition, with appropriate certification an employee who is a victim of domestic violence, sexual assault, or stalking may use accrued paid sick leave under this policy for the following reasons:

1. To obtain or attempt to obtain any relief, including, but not limited to a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of the victim or the victim's child or children.
2. To seek medical attention for injuries caused by domestic violence, sexual assault, or stalking.
3. To obtain services from a domestic violence shelter, program, or rape crisis center.
4. To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking; or

5. To participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.

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

<u>Years of Continuous Service</u>	<u>Biweekly Accrual</u>	<u>Days/Year</u>
0 through 5	2.66667 hrs.	8.67
6 or more	3.69231 hrs.	12

C. Unused sick leave may be accumulated up to a maximum of 1152 hours.

D. Sick Leave Payoff Schedule - Each employee covered by this Agreement 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.

E. Usage of paid sick leave shall be administered according to the provisions of Section 118 of the Kern County Administrative Policy and Procedures Manual.

F. Employees whose units of work are equal to 80 regular working hours per pay period ("Full-time 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 for Full-time Employees) and have used 10 hours or less of sick leave during the previous payroll periods during that calendar year.

Employees whose units of work are less than 80 regular working hours per pay period ("Part-time Employees") shall be eligible to receive a prorated cash bonus at their regular rate of pay, determined using the proportion of their units of work to that of a Full-time Employee (80 hours), if on the pay day immediately preceding Christmas they have accrued the maximum amount of unused sick leave (proportionate to the maximum amount for Full-time Employees) and have used 10 hours or less of sick leave during the previous payroll periods during that calendar year. The maximum sick leave accrual for part-time employees shall be proportionate to the maximum accrual for full-time employees, based on the number of regular hours worked per pay period by the part-time employee.

G. Bereavement Leave

1. Employees covered by this Agreement shall be eligible for up to 5 days per incident and a maximum of 10 days of paid bereavement leave each calendar year.

2. Bereavement Leave shall be limited to time off in the case of the death or funeral of an immediate family member, including loss of pregnancy due to miscarriage.

3. "Immediate family member" shall be defined according to Section 118.2(d) of the Kern County Administrative Policy and Procedures Manual.

4. 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 Agreement and/or the Kern County Administrative Policy and Procedures Manual.

5. Bereavement leave will not be accrued, and shall have no cash value if unused by the employee.

Section 3. Pregnancy and Maternity Leaves

The County shall adhere to California and Federal Law for Family Medical Leave.

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.

Employees who experience a loss of pregnancy due to miscarriage shall be entitled to Bereavement Leave as outlined in Section 2-G of this Article.

Section 4. Vacation

- A. The vacation entitlement for regular full-time employees covered by this Agreement is:
6. 12 days (96 hours) vacation after 1 year of continuous service. Maximum vacation accrual will be 312 hours.
 7. 17 days (136 hours) vacation after 5 years of continuous service. (New accrual rate begins at start of 5th year of service). Maximum vacation accrual will be 432 hours.
 8. 22 days (176 hours) vacation after 10 years of continuous service. (New accrual rate begins at start of 10th year of service). Maximum vacation accrual will be 552 hours.
 9. 27 days (216 hours) vacation after 15 years of continuous service. (New accrual rate begins at start of 15th year service). Maximum vacation accrual will be 672 hours.
 10. For the purposes of this subsection, “continuous service” shall mean uninterrupted employment with the County of Kern. Authorized leaves of absence shall not be considered as a break in service.
- B. Regular permanent part-time employees' vacation entitlement is prorated on the same yearly basis.
- C. The annual vacation scheduling policies of County departments shall remain in effect during the term of this Agreement. However, where needed, each department's scheduling policy shall be amended to allow an employee to submit a vacation request with a minimum of 2 weeks' notice. Further, each department shall allow an employee to request a vacation “personal” day (maximum 3 times per calendar year) with a minimum of 24 hours' notice.
- D. 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. Denials because of staffing and workload requirements shall not be grievable under the terms of the Agreement. Vacation requests shall be responded to within 10 business days following the submission by the employee. 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, Corrective Action Plan or equivalent for the use of authorized vacation.
- F. Financial Hardship- If an employee incurs a serious financial hardship, the employee may request in writing to their department head to cash-out all or any portion of the employee's accrued vacation. Upon receipt of a request, the department head shall approve or deny the employee's request within 7 days. If approved by the department head, a Claim for Payment will be submitted to the Auditor-Controller/County Clerk. Any disputes arising from a denial of any claim for payment will be resolved by application of the Grievance and Arbitration Procedure.

For the purposes of this section, “serious financial hardship” must involve either (1) a family illness or death, (2) the inability to meet transportation and housing needs, or (3) the loss of employment by the employee's spouse, domestic partner, or head of household.

Section 5. Holidays

- A. During the term of this Agreement, the County shall observe the following holiday schedule:
1. New Year's Day
 2. Martin Luther King's Birthday (third Monday in January)
 3. Presidents' Day (third Monday in February)
 4. Memorial Day (last Monday in May)

5. Independence Day (as observed)
 6. Labor Day (first Monday in September)
 7. Veterans Day (as observed)
 8. Thanksgiving Day
 9. Day after Thanksgiving
 10. Christmas Eve
 11. Christmas Day
 12. New Year's Eve
- B. Regular part-time employees covered by this Agreement shall have their holidays governed and compensated according to Section 123.5 of the Kern County Policy and Administrative Procedures Manual.
 - C. Regular full-time employees covered by this Agreement shall have their holidays governed and compensated solely according to the terms of this Section.
 - D. All holidays listed above that fall on a Saturday, shall be observed on the previous Friday. All holidays listed above that fall on Sunday shall be observed on the following Monday.
 - E. 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 holidays shall be observed on the preceding Thursday.
 - F. 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.
 - G. An actual holiday shall be defined as the day of the week on which the holiday falls.
 - H. A designated holiday shall be the day observed in lieu of the actual holiday pursuant to subsections D, E, and/or F above.
 - I. Employees regularly scheduled to work on an actual or designated holiday shall receive their regular pay for all scheduled hours during that day. In addition, such employees shall be entitled to holiday compensation if they work on the actual or designated holiday.
 - J. In no event shall an employee receive holiday compensation for both the actual and designated holiday.
 - K. At the employee's discretion, an employee's holiday compensation shall be in the form of cash or compensatory time off (CTO) for overtime in the form of CTO. Holiday compensation shall be paid at the employee's regular rate of pay for each hour worked. Holiday compensation paid in the form of CTO shall equal one hour's credit for each hour worked. Holiday pay and overtime pay shall not be paid for the same hours worked.
 - L. Employees who are not regularly scheduled to work on either the actual or designated holiday shall receive straight time CTO credit for all hours of the employee's regular schedule. In addition, if such an employee is called to work, such employee shall be compensated in accordance with Article V, Section 3 of this Agreement.
 - M. Each employee will be provided with one floating personal holiday that must be used in the calendar year assigned with no cash value upon termination. Cannot be used in less than a workday increment, cannot be used in lieu of sick leave, cannot be considered as hours worked for determination of holiday pay. Value is that of the scheduled day (example: if employee is scheduled for 8- or 12-hours value of personal holiday is equal to scheduled day). The Personal Holiday is exempt for the calculation of overtime.

Section 6. Catastrophic Leave Pay

- A. Catastrophic leave pay is for County employees governed by this Agreement who have exhausted all accumulated paid time off (vacation, sick leave, and compensatory time off, etc.). The purpose of catastrophic leave pay is to provide a portion or all of an employee's pay during the time the employee would otherwise be on an approved leave of absence under the CFRA, FMLA, or Pregnancy Disability Leave ("PDL") pursuant to state or federal law. Catastrophic leave pay is contingent on the receipt of donated vacation time or paid time off in the manner described below.
- B. Catastrophic leave pay does not increase or limit an employee's rights to a leave of absence under County policy or this Agreement except that the employee will continue in a paid status during that leave.
- C. An employee is eligible for catastrophic leave pay with medical certification of the need for a leave of absence pursuant to CFRA, FMLA, and/or PDL, and after the employee has exhausted all accrued paid time off.
- D. Employees governed by this Agreement may only donate vacation time or paid time off to another employee who becomes eligible for catastrophic leave pay.

- E. To begin receiving catastrophic leave donations, employees must submit a written request to the Kern County Human Resources Division with sufficient information to enable the Chief Human Resources Officer or his/her/their designee to determine whether they are eligible.
- F. It is the responsibility of the employee requesting catastrophic leave pay or co-workers to canvass other employees for catastrophic leave donations. Donations must be made voluntarily and not through coercion. 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.
- G. Donations must be a minimum of eight hours. The County will convert the donations to a dollar equivalent amount using the recipient's hourly wages.
- H. Health insurance coverage and retirement contributions will continue in the same manner as if the recipient employee was on paid sick leave. The recipient employee will not accrue additional paid time off while receiving catastrophic leave pay.
- I. Catastrophic leave pay terminates upon one of the following:
 - 1. The employee has returned to duty from an eligible CFRA, FMLA, or PDA leave of absence; or
 - 2. All donations have been exhausted.
- J. Upon the termination of catastrophic leave pay, all unused donations shall be forfeited by the donor and recipient.

Section 7. Winter Recess

- A. During the term of this MOU, the County establishes Winter Recess as the 3 weekdays between the Christmas Day and New Year's Day holidays identified in Section 5 of this Article. 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 each respective department head and may be subject to final approval by the Board of Supervisors. Notwithstanding, department heads and/or their designees will make all reasonable efforts to permit staff to observe the Winter Recess as paid time off.
- C. If an employee is unable to observe Winter Recess in its entirety, he or she will be credited with 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 of each successive calendar year.
- D. Employees covered by this Agreement 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 counted as hours worked for determining overtime or CTO eligibility.

Section 8. Civil Service Recruitment Leave

- A. All employees covered by this Agreement may receive paid time off to attend a civil service examination with the Human Resources Division, or a hiring interview scheduled with a county department. This Section applies to open, promotional, and lateral examinations and interviews.
- B. Each employee must request to use paid time off in accordance with Subsection A no later than 48 hours prior to the examination or interview. The employee must provide certification from the Human Resources Division or the interviewing department documenting the employee's presence at the examination or interview and the duration of the examination or interview.

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. 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%).
- E. Permanent full-time and permanent part-time employees who have completed 30 years of continuous County service shall receive an additional 2% longevity pay on base wages (total 10%).
- F. For subsections A, B, C, and D, continuous County service shall have the same meaning as presently used in applying vacation seniority date.
- G. For subsection E above, 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.
- H. An employee, who during the term of this Agreement 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 is defined as follows:
 - 1. P.M. Shift - Any work period encompassing at least 5 hours of work between the hours of 3:00 p.m. and 12:00 midnight.
 - 2. A.M. Shift - A.M. Shift shall be defined as any work period encompassing at least 5 hours of work between the hours of 12:00 midnight and 9:00 a.m.
 - 3. The County shall not change the starting hours of employees, for the purposes of avoiding shift differential pay.
- C. In counting the five-hours-worked provisions, the following are excluded:
 - 1. Any time off with or without pay, i.e., mealtime, vacation, sick leave, compensatory time off, etc. (except rest periods).
 - 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 Agreement 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 5 hours necessary qualifying time).
- E. The County agrees to meet and confer regarding additional differential pay during the term of this Agreement should the County propose any additional shift assignments on the weekend.

Section 3. Overtime Compensation

- A. For all employees covered by this Agreement, "overtime" is defined as all actual hours worked by an overtime-eligible employee over a maximum of 40 hours in his/her/their workweek. Non-productive paid hours such as vacation, sick leave, and compensatory time off shall not count as actual hours worked under this Section. Work time spent on jury duty and hours paid for holidays shall be considered hours worked under this Section.
- B. Overtime shall be compensated at one and one-half times the employee's regular rate of pay, as defined under the Fair Labor Standards Act of 1938 ("FLSA"). Only actual hours worked shall be counted toward the applicable threshold for purposes of calculating overtime owed under the FLSA. All overtime entitlements shall be computed to the nearest tenth of an hour (6-minute increments).
- C. In lieu of cash compensation for overtime, overtime-eligible employees may earn up to a maximum of 120 hours of compensatory time off ("CTO"). CTO will be earned at a rate of one and one-half hours for each hour of overtime worked. An employee who has accrued CTO shall be permitted to use such time within a reasonable period after making a request if the use of CTO does not unduly disrupt the operations of the department.
- D. Upon separation of employment any unused CTO will be paid out according to the FLSA and its implementing regulations.
- E. Employees covered by this MOU who are classified as exempt under the FLSA shall not be eligible to receive overtime or to accrue compensatory time off.
- F. To the extent that there is a conflict between the terms of this section and any other Kern County ordinance, policy or procedure regarding overtime, this section shall supersede. In all other cases, the existing policy of Kern County and its departments shall continue to remain in full force and effect.

Section 4. Standby and Availability Pay

A. Standby

- 1. Definition of Standby – Only after first seeking volunteers, 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/she/they cannot use the time effectively for his/her/their 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/her/their home or with County officials where he/she/they may be reached, or is merely required to be available via a communications device, is not working while "on-call" and shall not be considered 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 department head to be on stand-by duty shall receive one-quarter of his/her/their hourly pay, or the federal minimum wage, whichever is higher for the hours required to be on stand-by. Employees on stand-by duty, who are called back to work, shall not receive stand-by pay while in a called-back status.
- 3. A department head seeking to place employees on standby duty shall first, make a reasonable effort to solicit volunteers prior to mandating any employee in Standby/Availability.
- 4. Employees who return to work shall be eligible for the 2-hour minimum call back overtime pay, but if called back multiple times within the 2 hours, will only receive compensation for the 2 hours or the total time actually worked, whichever is greater.

B. Availability Pay

- 1. Due to urgent situations, employees in certain classifications must be available to report to work outside their regular work schedule, upon request of their department head or designee. Such employees shall be required to carry a communications device to respond regarding their availability. The department head

shall not impose conditions, which so restrict the employee that the employee is on standby as defined by Article V, Section 4.A, unless the employee is placed on standby. Although the assignment of Availability Pay does not obligate an employee to the same restrictions as Standby Pay, in some instances employees in an assignment receiving Availability Pay may be obligated to report to work. If an employee's personal activities will restrict them from being able to report to work and if the assignment cannot be done remotely, the employee may pass up that assignment and another employee on Availability Pay will be contacted. An employee's repeated refusal to respond as requested may result in the employee's removal from eligibility for Availability Pay.

2. As compensation for being available to respond to such situations, those employees shall receive a biweekly allowance equal to 5% of their biweekly base salary, for the hours required to be available. Employees required to respond shall not receive the 5% pay for the hours that they receive full compensation, including any 2-hour minimum call back overtime pay.
3. A department head seeking to place employees on availability duty shall first, make a reasonable effort to solicit volunteers prior to mandating any employee in Availability.
4. Employees required to provide an after-hour service response, but who do not return to work, shall be eligible for a minimum of 30 minutes call back overtime pay, and compensated for the actual time they work over 30 minutes rounded to the nearest tenth of an hour.
5. Employees who return to work shall be eligible for the 2-hour minimum call back overtime pay, but if called back multiple times within the 2 hours, will only receive compensation for the 2 hours or the total time actually worked, whichever is greater.
6. Classifications eligible to receive availability pay shall include all classifications listed in Appendix A of this Agreement.
7. The parties agree to meet and confer regarding the addition of other classifications to Appendix A at any time during the term of this Agreement. The Chief Human Resources Officer is authorized upon agreement with SEIU to add additional classifications to those eligible for availability pay and shall maintain a list which is incorporated by reference into this Agreement.

C. Availability Pay - Additional Work Units

In the event that SEIU identifies additional work units in which employees are specifically required to be available for after-hours emergency/urgent response for the protection of public safety or property and/or for the maintenance of systems that impact public safety or property, the parties agree to meet and confer regarding inclusion of the work unit in a category of availability pay.

Article V, Section 4 is intended to govern all of the standby and availability rights of the employees covered by this Agreement. None of the Ordinance Code or provisions relating to standby or availability pay shall apply to those employees.

Section 5. Bilingual Pay

- A. The County agrees to pay \$35.00 per pay period for those pay periods in which an eligible employee is assigned to a designated position requiring verbal bi-lingual abilities, and \$70.00 per pay period for those pay periods in which an eligible employee is assigned to a designated position requiring written bi-lingual abilities.
- B. Employees who are not receiving bi-lingual pay will not be called upon to use their skill and shall have the right to refuse to provide bilingual service. Employees who are not receiving bilingual pay shall have the right to refuse to provide bilingual services and shall not be subject to discipline for such refusal.
- C. The County will work with third party providers to establish appropriate testing. The County will also continue its efforts to establish its own bilingual certification program. Existing employees seeking bilingual certification will have testing priorities over non-employees within the County's certification program. Employees shall be able to test once annually for bilingual certification through a County approved program on paid County time.
- D. The following languages are considered threshold language(s) for the County and are eligible for bi-lingual pay:

- Spanish
- Tagalog
- Punjabi
- Ilokano
- Hindi
- ASL

E. If additional threshold languages are added, the County and the Union agree to meet within 30 days to discuss expanding this Article to include additional languages eligible for bi-lingual pay.

Section 6. Salary Adjustments

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

1. Effective January 1, 2022, a 10-step Base COLA Salary Schedule included in Appendix B to this MOU is adopted for all employees covered by this MOU; not withstanding employees that are paid a flat rate biweekly or hourly rate.
2. The 10-step Base COLA Salary Schedule has 2% incremental growth between each COLA step.
3. Effective with the pay period following July 1, 2022 and the beginning of the pay period following July 1st of each subsequent year, all employees will move to the next higher base COLA step in the associated range for their classification until they reach Step 10.
4. Advancement between steps is not based upon employee performance.
5. The implementation of this Base COLA Salary Schedule is not intended to limit or prevent the negotiation of additional COLAs or additional salary increases.

B. Additional COLAs

1. Effective with the pay period following July 1, 2024, employees covered by this MOU will receive an additional COLA of at least two and one-half percent (2.0%) of their base salary, which will be represented by an increase in salary range of 0.4 for each classification. The County agrees to reopen negotiations on this section if another bargaining unit negotiates a COLA higher than two and one-half percent (2.0%).
2. The County agrees to reopen negotiations for an additional COLA that could take effect the pay period following July 1, 2025, 2026, and 2027. Such negotiations would start no earlier than January 1st of each year.

C. Additional Salary Adjustments

Effective the pay period following adoption of this Agreement, all SEIU bargaining unit employees will receive a 6% additional salary adjustment.

Section 7. One-time Cash Payment

One-time cash payment of \$1,500 for all current SEIU bargaining unit employees to be effective July 12, 2025.

ARTICLE VI - BENEFITS

Section 1. Medical/Dental/Vision/Prescription Drug

- A. All employee covered by this Agreement shall be required to pay, by payroll deduction, 20% of the insurance premium for the employee and their dependent's medical, dental and vision insurance (hereafter collectively referred to as "health insurance"). (All insurance premiums referenced in this subsection shall equal 98% of the applicable COBRA premium.)

- B. 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, 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 health insurance plans and/or enroll eligible dependents. All employees covered by this Agreement shall receive up to 2 hours of paid time off each year to attend a County-sponsored open enrollment event to review healthcare enrollment options for the next plan year.
- D. The County and the Union will continue utilizing the Health and Wellness Committee to study and identify ways in which to improve insurance plans and contain costs. The Health and Wellness Committee shall meet quarterly. The Union shall have up to 6 employee representatives assigned to the Committee. Each of those assigned representatives shall receive paid release time to attend each quarterly meeting.
- 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 law. The County shall provide 10 business days’ notice of any proposed changes to the plan design and agree to meet and confer as required by law.
- F. The County will investigate the possibility of improving the current mental health benefit, including the possibility of providing mental health benefits through the Kern County Behavioral Health and Recovery Services Department.
- G. Retiree Stipend Program and Retiree Health Premium Supplement Program (RHPSP)
 - 1. Participation in the RHPSP is discontinued for employees hired on or after March 15, 2016.
 - 2. Employees hired prior to March 15, 2016, shall have the option to discontinue participation in the RHPSP.
 - 3. Employees who discontinued participation in the RHPSP prior to the effective date of this Agreement are eligible, solely upon retirement from the County, to receive an employer contribution to a Health Reimbursement Arrangement managed by the County in the following manner:
 - a. The employer contribution is equivalent to the amount the employee has had deducted from his/her/their pay to RHPSP since payroll period 12-16 (August 11-24, 2012) until the last payroll period deduction.
 - b. Employees who opt out and retire at or after age 70 will not receive any employer contribution.
 - 4. Employees hired prior to March 15, 2016, who do not opt out of the RHPSP, shall continue to participate in the RHPSP under the following terms:
 - a. Employees shall contribute at the contribution rate of 2.12% of base salary.
 - b. Employees hired at age 45 years or older continue to be excluded from RHPSP because of age at time of employment (45 years old and over) they could never receive a benefit.
 - c. Solely upon retirement from the County after age 50 and with a minimum of 20 years of service, employees shall be eligible for a supplement toward County retiree health care premiums in the following amounts:

20 years of service	\$441.04 per month
21 years of service	\$529.24 per month

22 years of service	\$617.45 per month
23 years of service	\$705.66 per month
24 years of service	\$793.86 per month
25 + years of service	\$882.07 per month

- d. "Years of service" is defined in the plan document.
 - e. Any employee with five or more years of service who retires, or retired, on or after January 1, 1997, due to a service-connected disability pursuant to the County Employees' Retirement Law of 1937, will become eligible for 100% of the available benefit regardless of age. The enhanced benefits shall only apply from July 1, 2000, and thereafter. No retroactive benefits shall be paid.
5. Employees who are ineligible to participate or opt-out of participating in the RHPSP will also be ineligible for the Retiree Stipend Program.
- H. The County will provide life insurance coverage for covered employees in the amount of \$20,000 per employee. SEIU understands that the County may undertake an RFP and/or RFQ process to maintain the coverage.
- I. The County will provide a 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:
- i. A prescription axis change of at least 20 degrees, or a sphere or cylinder change of at least .50 diopter; or,
 - ii. A visual acuity improvement, resulting from the new prescription, of at least one line of the standard eye chart.

Section 2. Retirement

- A. Pursuant to Resolution #2004-436, the County has adopted Government Code section 31676.17. This Resolution provides the defined retirement benefit commonly referred to as 3% at age 60. The 3% at age 60 defined retirement benefit shall only apply to those employees covered by this Agreement hired prior to October 27, 2007.
- All employees hired prior to August 7, 2004, shall pay one-third of the employees' normal contributions to retirement, as set forth in Government Code Section 31621.8 for the term of this Agreement.
- B. Pursuant to Resolution #2007-420, the County has adopted Government Code section 31676.01. This Resolution provides the defined retirement benefit commonly referred to as 1.62% at age 65. The 1.62% at age 65 defined retirement benefit shall apply to those employees covered by this Agreement hired on or after October 27, 2007 ("Post October 27, 2007 Employees").
- All employees hired or rehired on or after August 7, 2004, shall pay 100% of their employee normal contributions to retirement, as set forth in Government Code Section 31621. All employees hired or rehired on or after January 1, 2013, shall pay 50% of the normal cost of retirement, as set forth in Government Code Section 7522.30.
- C. Notwithstanding, eligible employees rehired after retirement prior to October 27, 2007, shall continue to have their retirement benefits computed pursuant to the provisions of Government Code section 31680.7, adopted by the Board of Supervisors on August 21, 2001. Employees hired or rehired on or after October 27, 2007, shall, upon rehire after retirement, have their retirement calculated in accordance with Government Code sections 31680.4 and 31680.5, as set forth in Resolution #2007-420, providing that such employees' rates of contributions and retirement allowance shall be determined as if the employee was first entering the retirement system.
- D. Pursuant to Government Code Section 31641.95, the County 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.
- E. This Agreement does not create a vested right to continued County payments of employee contributions that is independent of this or successor Agreements. The terms and conditions will remain in full force and effect until final approval of a successor Agreement, or the parties reach impasse and exhaust all legally required impasse

resolution procedures.

- F. Employees who, in good faith, have designated an effective date of retirement from County service may sell back their accumulated vacation and sick leave balances to the Kern County Employees' Retirement Association no earlier than three months prior to the designated date of retirement. This sell back shall be for the sole express purpose of receiving credit in the KCERA retirement system for all legally eligible prior public service.
- G. In addition to the ability to sell back accumulated vacation in the manner described in subsection G above, employees may also sell back their accumulated vacation balance for the sole express purpose of receiving credit in the KCERA retirement system for all legally eligible prior service one time during the employee's tenure as a County employee. The employee must submit a written request to his/her/their department head no later than April 1st prior to the fiscal year in which the employee intends to sell back such amounts. The department head may, in his/her/their sole discretion, waive the April 1 filing deadline for any employee.
- H. All employees covered by this Agreement shall receive up to four hours of paid time off to attend the County and Kern County Employees' Retirement Association sponsored retirement seminar once during their career. Employees shall make their request directly to their respective Department Head or designee. No requests shall be unreasonably denied.

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 Agreement, 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 SEIU, the COUNTY and SEIU have agreed to exercise the provisions of Government Code Section 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 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 SEIU further agree to the implementation of 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 SEIU further agree, notwithstanding the provisions of any other existing Agreement, statute, rule or ordinance, to the following:

1. Earned sick leave payoffs, as provided in Article IV, Section 2 of this Agreement will be deferred and paid as follows:
 - a. One half of the qualified payoff amount will become payable upon retirement.
 - b. One half of the qualified payoff amount will become payable 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.
 - b. One half of the qualified payoff amount will become payable 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/their accumulated sick leave or vacation pay off 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 timelines 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 Agreement.

1. A 3 person panel comprised of the Chief Human Resources Officer, the director of the specific department, and the Regional Director of the SEIU, will be formed to adjudicate disputes.
2. An employee who believes they are aggrieved by operation of this Section of this Agreement may submit his/her/their complaint in writing to the Chief Human Resources Officer, who will call a meeting of the above-defined panel.
3. The complainant and his/her/their representative may appear before the panel and present relevant evidence and/or argument to support his/her/their claim.
4. A complaint must be submitted within 5 calendar days of the employee's belief he/she/they have 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 Agreement will terminate with this Agreement.

Section 4. Professional Fees

The County agrees to pay 100% of a required fee, not to exceed \$500.00, to each County employee who is required by a state or federal agency to maintain a license or registration to remain eligible to perform the duties of his/her/their 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 more than the total of \$500.00 per year for each year of the license or registration.

Section 5. Rest Periods

The County agrees that the department head may authorize employees rest periods each day not to exceed 15 minutes during each four-hour period.

Section 6. Travel

- A. Employees required to travel on County business shall be compensated for the hours of travel according to the minimum requirements set forth in the Fair Labor Standards Act of 1938 and its implementing regulations. In addition, employees who travel as a passenger in a vehicle outside of normal working hours, shall also receive compensation for the hours of travel.
- B. Employees who are permitted to utilize a privately owned vehicle shall do so according to the established policy and shall be reimbursed at the allowable federal rate for income tax purposes for miles traveled during County business. Per diem expenses for food and lodging are set forth in the Kern County Policy and Administrative Procedures Manual. The County shall review the mileage and per diem expenses at least annually for rate adjustment.

Section 7. Moving Allowance

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

21 - 50 miles	\$150.00
51 - 100 miles	\$225.00
101 or more	\$275.00

Section 8. KERN\$FLEX I

- A. The employees covered by this Agreement continue to be eligible to participate in the Cafeteria Plan known as 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 the amount legally due, the employee will reimburse the County by one or more of the following methods after the employee is provided an option of the following payment methods and signs a "Request for Correction of Payroll Error" at the departmental level:;
 - 1. Repayment in cash, net of taxes, in full after the employee is provided documentation of the error, notice, and the opportunity to object;

2. Repayment 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;.
 3. 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;.
 4. 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;.
 5. 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 mutually agreed upon by the employee and 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
 6. Any combination of the above, as mutually agreeable to the employee and the Auditor-Controller-County Clerk.
- B. If, because 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 on the payroll warrant following discovery of the underpayment; 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.

ARTICLE VIII - 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 Agreement, 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 officer or employee having charge of the administration of a department of the County.

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 Agreement.
7. Grievances filed after 20 days from date of occurrence, or after 20 days from the date the employee had knowledge of an occurrence (but in no case later than 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 20 days from the occurrence of the issue that gave rise to the complaint, or within 20 days from the employee's knowledge of the occurrence (but no later than 1 year from the date of occurrence), an employee will promptly and

informally meet to discuss the complaint with his/her/their 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 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 5 days from receipt of the supervisor's informal response or within 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 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 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/their representative, if requested, within 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 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 Chief Human Resources Officer (CHRO) within 5 days from receipt of the department head's decision. In his/her/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 his/her/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 10 days of receipt of the grievance.

If the employee is not satisfied with the decision of the CHRO or his/her/their designee, the employee may, within 30 days of receipt of the decision, submit the grievance through the Union to arbitration by written request to the CHRO. In the event the Union determines not to advance a matter to arbitration, the employee shall have no independent right to advance the matter to arbitration.

If the grievance is submitted to arbitration, the grievant, his/her/their representative, if any, and the CHRO, or his/her/their designee, shall, within 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 ARBITRATOR

If the parties fail to agree on an arbitrator, a list of 5 neutrals will be jointly requested from either 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 Agreement, Rules, Regulations, or Ordinances of the County of Kern.

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

The arbitrator's decision shall be binding upon all parties and any monetary award to the grievant by the arbitrator shall be limited to a maximum of \$5,000.00 for individual grievants and \$25,000.00 for group grievants. The Board of Supervisors may consider any proposed monetary awards above these maximum amounts.

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/their decision within 30 days from the close of the hearing.

ARTICLE IX - SEVERABILITY

If any provisions of this Agreement, 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 X - DURATION OF THE AGREEMENT

- A. Upon ratification by the SEIU membership and approval by the Board of Supervisors, this Agreement shall become effective and binding upon the parties in accordance with Section II, Article 14, of the Employer-Employee Relations Resolution.
- B. The term of this Agreement shall be from July 1, 2024, through June 30, 2026.

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GROUNDING  BOUNDLESS

**Service Employees’
International Union,
Local 521, Extra-Help
Memorandum of
Understanding**

July 1, 2024 – June 30, 2026

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PREAMBLE

This Collective Bargaining Agreement, hereinafter referred to as "Agreement", entered into by the County of Kern, hereinafter referred to as the "Kern County", and Service Employees International Union Local 521 hereinafter referred to as "SEIU" 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 Agreement 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 Agreement constitutes 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 Agreement.
- 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 Agreement, 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 SEIU as the employee organization certified by the Board of Supervisors pursuant to the Employer-Employee Relations Resolution (EERR) and the Meyers-Milias-Brown Act, and any amendments thereto. The terms and conditions of this Agreement apply to extra help classifications within the bargaining units as specified by unit number in the County Salary Ordinance. The bargaining units are:

Extra Help Technical Services	Unit A
Extra Help Clerical	Unit B
Extra Help Administrative	Unit E
Extra Help Trades/Craft/Labor	Unit G
Extra Help Probation	Unit H

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 Agreement:

- A. County's principal authorized agent shall be the Chief Human Resources Officer, or his/her/their duly authorized representative (Address: Kern County Human Resources Division, 1115 Truxtun Avenue, First Floor, Bakersfield, California 93301; Telephone 868-3480), 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 Chief Elected Officer of SEIU, Local 521 or its duly authorized representative (Address: 1001 17th Street, Suite A, Bakersfield, California 93301; Telephone: 661-321-4160).

ARTICLE II - GENERAL PROVISIONS

Section 1. Health/Safety

- A. Pursuant to Chapter 12 of the Kern County Administrative Policy and Procedures Manual, the County will provide a safe, sanitary, and healthful work environment, promote an accident-free workplace through training and accident prevention programs, and comply with applicable federal, state and local statutes, regulations and ordinances. The County shall endeavor to provide reasonable security for all employees in their work locations. Department heads will furnish safety devices and promote practices that protect the health and safety of employees.
- B. The County will maintain a County Safety Committee, which will include one representative per bargaining unit selected by the Union, and one Union staff representative. The committee shall meet quarterly in accordance with the Kern County Administrative Policy and Procedures Manual (Section 1202 of Chapter 12, and Chapter 16).
- C. Each County department shall designate a Department Safety Officer, form a Department Safety Committee, and develop department specific safety and accident prevention programs in accordance with Section 1203 of Chapter 12 of the Kern County Administrative Policy and Procedures Manual.
- D. Each County department shall develop a specific Emergency Preparedness Plan in accordance with Chapter 16 of the Kern County Administrative Policy and Procedures Manual.
- E. No employee shall be required to work under conditions dangerous to the employee's health and/or safety. Employees shall alert their supervisors to unsafe practices, equipment and/or conditions and report any unsafe practices, equipment, or conditions. Any employee who either does not receive an answer to an immediate safety concern from their supervisor(s) within 3 calendar days, or receives an answer the employee deems unsatisfactory, may directly contact the Department and/or County Safety Officer.

Section 2. Direct Deposit

The County requires all employees to receive their pay and qualified expense reimbursements via direct deposit.

Section 3. Successor Agreement Negotiations

The parties agree that successor Agreement negotiations shall commence no later than 90 days prior to the expiration of this Agreement.

Section 4. Payroll Deductions

- A. 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. Payroll deductions and/or Committee on Political Education ("COPE") contributions authorized by the employee shall start the pay period after the County receives notification of the authorization. The County shall transmit such payments to the Union no later than 30 days after the deduction from the employee's earnings occur.
- B. Employees may provide express authorization for payroll deductions and/or COPE contributions by any means of indicating agreement allowable under state and federal law, including but not limited to: submitting to the Union a written membership application form; an electronically recorded phone call; or an online deduction authorization. The County shall honor the terms of the employee's authorization. Requests to authorize or revoke dues deductions and/or COPE contributions shall be directed to the Union.
- C. The Union will submit to the County a certified list of members who have authorized payroll deductions and/or COPE contributions. The County shall accept confirmations from the Union that the Union possesses electronic records of such membership and give full force and effect to such authorizations as "written authorization" for purpose of this Agreement. If a dispute arises about the existence of, or terms of the authorization, the Union shall provide the County a copy of the employee's authorization. The Union shall indemnify and hold harmless the County for any and all employee claims regarding such authorization.

Section 5. Rest Periods

The County agrees that the department head may authorize employee rest periods each day not to exceed 15 minutes during each 4-hour period.

ARTICLE III - RIGHTS OF PARTIES

Section 1. Strikes and Lockouts

During the term of this Agreement, 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 Agreement. The Union will take whatever possible lawful steps necessary to prevent any interruption of work in violation of this Agreement. 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 Agreement.

Section 2. Bulletin Boards and County Mail System

- A. The County agrees that the Union may provide a standard bulletin board (not to exceed 36" x 48") for placement adjacent to existing County bulletin boards. Posting of notices is governed by the EERR provisions. Shop stewards may post Union communications dealing with official Union business on County-approved bulletin boards. The Union agrees not to post any notices that concern job actions or the political activities of the Union on any County-approved bulletin board.
- 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 and e-mail system for official union business in accordance with County rules relating to the use of County mail and e-mail. The County mail and e-mail systems 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 and e-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 during their County employment may process a claim for reimbursement in accordance with the County claim review process as provided in Section 317 of the Kern County Administrative Policy and Procedures Manual.

The County agrees not to discriminate nor show prejudice to any County employee filing a claim for reimbursement of the employee's personal property, as result of damage caused by County property and/or during the course of employee's duties.

The County shall reimburse employees within a timely manner, not to exceed 90 days from the time of submittal.

Section 4. Discrimination

The County agrees not to discriminate against any employee for his/her/their activity on behalf of, or membership in, the Union, as stated in the EERR. Both parties shall comply with all applicable federal and state laws prohibiting discrimination and shall not discriminate against any employee because of the 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. Official County Personnel Files

- A. An employee may review or authorize his/her/their designated representative to review their personnel file at the Kern County Human Resources Division upon signed written request within three (3) business days.
- B. The County reserves the right to charge an appropriate fee for duplication of records in the employee's personnel file.

- C. Written Reprimands and/or counseling memos that are not relevant to the current annual evaluation period, and not part of a recurring pattern within the last 24 months, shall not be referenced in annual employee performance reports.

Section 6. Shop Stewards

- A. The County agrees to allow authorized SEIU 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 Agreement.
- B. The number of shop stewards shall be determined as a function of a ratio of one shop steward for every bargaining unit within the units covered, in addition to those stewards covered in bargaining units 1-6. 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 County department heads with a list of the shop stewards on an annual basis. The Union shall keep the shop steward list current by notifying the affected department head, 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 within 24 hours of the request unless the absence would cause an undue interruption of work, in which case 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/their 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 within 24 hours of the request.
- 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 department head or his/her/their representative.
- H. In the event an extra help shop steward is not available, a general unit steward shall be permitted to represent extra help.

Section 7. Release Time

- A. Shop stewards may be allowed reasonable use of County time to attend official SEIU 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.
- B. 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 Agreements, for other meet and confer sessions, and for other formal meetings regarding matters within the scope of representation. 6 months prior to the expiration of the current Agreement, members of the meet and confer team and/or bargaining team shall be granted reasonable release time with notice to the appropriate County designee.

Section 8. Employee Information

- A. On the first business day following the close of each pay period, the Union shall receive a list of all current and newly hired employees covered by this Agreement, which shall include each employee's name, job title, department, work location, home address, work, home and personal cell phone numbers, personal and work email addresses on file with the County. The report shall also include the hourly rate of pay, hours worked, gross pay and union dues paid for each employee.

- B. The County shall also provide the Union with a list of all employees who have separated from employment due to retirement on the first business day following the close of each pay period.
- C. The County shall also provide the Union with a list of employees transferred into or out of the bargaining unit.
- D. All information provided pursuant to this section will be sent in an electronic format.
- E. Except as provided under Government Code Section 6254.3, and to protect members from harassment and invasion of privacy, the County shall not provide any information to a third party about the bargaining unit names, home addresses, home and cell numbers, birthdates, work and personal email addresses.

Section 9. Extra Help Employment

- A. Extra help means employment in a temporary or limited term capacity not to exceed 2 years in duration. This does not limit the County from offering a 9-month extra help employment term. Reappointment to extra help employment within any department can occur following a 90-day separation of employment.
- B. Extra help employment can be for no more than 2 full terms within any 5-year look back period. The 5-year look back period starts from the proposed date of employment.

Example: A prospective extra help employee sought to start on July 1, 2026. The 5-year look back period would be from July 1, 2021 through June 30, 2026. The prospective extra help employee could not have worked 2 full extra help terms during that 5-year look back period.

- C. Existing extra help employees as of the date of this Agreement shall continue to serve their existing terms now extended to 2 years in duration. These terms will not count toward the 2 full terms in a 5-year look back period.
- D. Extra help employees who have successfully performed with a rating that meets or exceeds expectations on a formal annual evaluation shall be eligible to receive additional credit of 5% per term with a maximum of 10% on a final examination score in a recruitment for permanent employee for the same classification.
- E. The Union acknowledges that the County has full discretion on how many extra help employees it will hire at any given time. Nothing in this Agreement shall be construed to expand the rights of extra help employees, except as stated in this Agreement. Nothing in this Agreement shall preclude the County from hiring retired employees at its discretion.

Section 10. Lactation Accommodation

- A. In accordance with Senate Bill 142 and Labor Code Section 1031, the County shall provide each employee with the use of a room or other location for the employee to express milk in private. The room or location may include the place where the employee normally works if it otherwise meets the requirements in sections C-F below.
- B. County Departments shall provide a reasonable amount of break time to accommodate an employee desiring to express breast milk. Break time must be provided each time the employee has a need to express milk. The denial of reasonable break time or adequate space to express milk shall be considered a violation of the law. An impacted employee may file a complaint through the grievance procedure and/or with the Labor Commissioner Field Enforcement Unit.
- C. A lactation room or location shall not be a bathroom and shall be in close proximity to the employee's work area, shielded from view, and free from intrusion while the employee is expressing milk.
- D. A lactation room or location shall comply with all of the following requirements:
 1. Be safe, clean, and free of hazardous materials, as defined in Labor Code Section 6382 and Senate Bill 142.
 2. Contain a surface to place a breast pump and personal items.
 3. Contain a place to sit.
 4. Have access to electricity or alternatives devices, including, but not limited to, extension cords or charging stations, needed to operate an electric or battery-powered breast pump.
- E. The County shall also provide access to a sink with running water and a refrigerator or another cooling device

suitable for storing milk in close proximity to the employee's workspace.

- F. Where a multipurpose room is used for lactation, among other uses, the use of the room for lactation shall take precedence over the other uses, but only for the time it is in use for lactation purposes.

Section 11. Performance Evaluation

The County shall provide each employee covered by this Agreement with regular feedback on his/her/their performance. Informal feedback shall be given on at least a quarterly basis, and the department shall complete a formal evaluation upon the completion of the employee's term.

Section 12. New Employee Orientation

1. The County will administer a new employee orientation on a quarterly basis and all new employees, both permanent and extra help, shall attend the first new employee orientation following the commencement of his/her employment.
2. The County will provide SEIU with written notice of each scheduled new employee orientation at least 10 business days prior to the event, which shall also include departmental new employee orientations at the Department of Human Services and the Department of Behavioral Health and Recovery Services.
3. SEIU shall have access to each new employee orientation and shall have 30 minutes for each 4 hours of the scheduled program to provide information regarding its organization to its represented employees and members (i.e., 30 minutes for half-day orientation or 1 hour for a full day orientation), which shall be scheduled within the first half of the scheduled program.
4. The County will provide a list of all new employees, including their contact information, who were excused absent and unable to attend their scheduled new employee orientation within 10 business days following each new employee orientation, and will permit each employee 30 minutes of their scheduled work time to meet with SEIU representatives at each employee's discretion.
5. SEIU participation in new employee orientation events described above, shall be conducted on work time, including travel time to meetings, by either a Chapter board member, officer, or shop steward, and a SEIU representative designated by SEIU.

ARTICLE IV - PAID LEAVE

Section 1. Jury Duty\Witness Appearances

- A. The County shall provide time off without loss of pay to serve on a jury or appear as a witness, as provided for in the Kern County Administrative Procedure and Policy Manual, Chapter 1 Section 125.3.
- 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/their own automobile he/she/they 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/their duties of County employment, the employee should be granted the use of leave time to comply with the directive of the subpoena.

Section 2. Paid Time Off

- A. The purpose of this Section is to provide paid time off to employees covered by this agreement for use in accordance

with Section 118 of the Kern County Policy and Administrative Procedures Manual, bereavement of an immediate family member, or additional time for personal investment or vacation.

- B. Each employee covered by this agreement shall accrue 80 hours of paid time off per year at a rate of 3.0664 hours per pay period. This rate of accrual shall be prorated for part time employees covered by this Agreement. Accrued paid time off under this Section is subject to a maximum amount of 100 hours.
- C. Use of paid time off for reasons covered by Section 118.2 of the Kern County Policy and Administrative Procedures Manual shall be governed by that Policy. Use of paid time off for sick leave is also subject to the requirement of Section 118.3 for doctor's certification.
- D. All other use of paid time off shall be subject to the workload and staffing requirements of the department. Department heads and/or their designees shall make all reasonable efforts to accommodate requests to use paid time off for non-sick leave purposes. Denials because of staffing and workload requirements shall not be grievable under the terms of the Agreement. Paid time off requests shall be responded to within 10 business days following the submission by the employee.
- E. Extra help employees shall not be downgraded on their performance evaluations for use of authorized paid time off.

Section 3. Holidays

- A. During the term of this Agreement, the County shall observe the following holiday schedule:
 - 1. New Year's Day
 - 2. Martin Luther King's Birthday (third Monday in January)
 - 3. Presidents' Day (third Monday in February)
 - 4. Memorial Day (last Monday in May)
 - 5. Independence Day (as observed)
 - 6. Labor Day (first Monday in September)
 - 7. Veterans Day (as observed)
 - 8. Thanksgiving Day
 - 9. Day after Thanksgiving
 - 10. Christmas Eve
 - 11. Christmas Day
 - 12. New Year's Eve
- B. Part-time employees covered by this Agreement shall have their holidays governed and compensated according to Section 123.5 of the Kern County Policy and Administrative Procedures Manual.
- C. Regular full-time employees covered by this Agreement shall have their holidays governed and compensated solely according to the terms of this Section.
- D. All holidays listed above that fall on a Saturday shall be observed on the previous Friday. All holidays listed above that fall on Sunday shall be observed on the following Monday.
- E. 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 holidays shall be observed on the preceding Thursday.
- F. 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.
- G. An actual holiday shall be defined as the day of the week on which the holiday falls.
- H. A designated holiday shall be the day observed in lieu of the actual holiday pursuant to subsections D, E, and/or F above.
- J. Employees regularly scheduled to work on an actual or designated holiday shall receive their regular pay for all scheduled hours during that day. In addition, such employees shall be entitled to alternative time off for each hour actual worked by 0.1 hours increments.
- K. Employees who are not regularly scheduled to work on either the actual or designated holiday shall receive their regularly scheduled hours for the day in alternate time off. In addition, if such an employee is called to work, such employee shall be compensated in accordance with Article V, Section 3 of this Agreement.

- L. Alternate time off is subject to a maximum amount of 24 hours. Any use of alternate time off is not considered hours worked for the purpose of determining overtime eligibility.
- M. Each employee will be provided with one floating personal holiday that must be used in the calendar year assigned with no cash value upon termination. Cannot be used in less than a workday increment, cannot be used in lieu of sick leave, cannot be considered as hours worked for determination of holiday pay. Value is that of the scheduled day (example: if employee is scheduled for 8- or 12-hours value of personal holiday is equal to scheduled day). The Personal Holiday is exempt for the calculation of overtime.

Section 4. Winter Recess

- A. The County establishes Winter Recess as the 3 weekdays between the Christmas Day and New Year's Day holidays identified in Section 3 of this Article. 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 each respective department head and may be subject to final approval by the Board of Supervisors. Notwithstanding, departments heads and/or their designees will make all reasonable efforts to permit staff 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 actually worked during Winter Recess. Any credited alternate paid time off will be made available to use, and must be used, within each successive calendar year. Any credited alternate paid time off may be taken in the same manner as other paid time off.
- D. Employees covered by this Agreement 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 to for Winter Recess under this Section.
- E. No payment for unused Winter Recess hours shall be permitted. Winter Recess hours are not counted as hours worked for overtime eligibility.

Section 5. Civil Service Recruitment Leave

- A. All employees covered by this Agreement may receive paid time off to attend a civil service examination with the Human Resources Division, or a hiring interview scheduled with a County department. This Section applies to open, promotional, and lateral examinations and interviews.
- B. Each employee must request to use paid time off in accordance with Subsection A no later than 48 hours prior to the examination or interview. The employee must provide certification from the Human Resources Division or the interviewing department documenting the employee's presence at the examination or interview and the duration of the examination or interview.

ARTICLE V – COMPENSATION

Section 1. 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 is defined as follows:
 - 1. P.M. Shift - Any work period encompassing at least 5 hours of work between the hours of 3:00 p.m. and 12:00 midnight.
 - 2. A.M. Shift - A.M. Shift shall be defined as any work period encompassing at least 5 hours of work between the hours of 12:00 midnight and 9:00 a.m.
- C. In counting the 5 hours worked provisions, 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.
- D. An employee shall be entitled to shift differential pay for the entire shift (not just the 5 hours necessary qualifying time).

Section 2. Overtime Compensation

- A. During the term of this MOU, employees shall be eligible for overtime compensation or compensatory time off (CTO) in accordance with Chapter 3.24 of the Kern County Ordinance Code.
- B. For the purposes of this section, employees covered by this MOU shall only be eligible to earn overtime compensation or CTO for all hours actually worked over a total of 40 hours in a workweek. Eligible hours worked shall not include holidays or paid leave time (i.e., vacation, sick leave, CTO, etc.). A workweek shall mean the period of time beginning at 12:01 on Saturday and ending 168 hours later.

Section 3. Standby and Availability Pay

Extra help employees covered by this agreement shall not be placed in a standby or availability pay status.

Section 4. Bilingual Pay

- A. The County agrees to pay \$35.00 per pay period for those pay periods in which an eligible employee is assigned to a designated position requiring verbal bilingual abilities, and \$70.00 per pay period for those pay periods in which an eligible employee is assigned to a designated position requiring written bi-lingual abilities.
- B. Employees who are not receiving bilingual pay will not be called upon to use their skill and shall have the right to refuse to provide bilingual service. Employees who are not receiving bilingual pay shall have the right to refuse to provide bilingual services and shall not be subject to discipline for such refusal.
- C. The County will work with third party providers to establish appropriate testing. The County will also continue its efforts to establish its own bilingual certification program. Existing employees seeking bilingual certification will have testing priorities over non-employees within the County's certification program. Employees shall be able to test once annually for bilingual certification through a County approved program on paid County time.
- D. The following languages are considered threshold language(s) for the County and are eligible for bilingual pay:
 - Spanish
 - Tagalog
 - Punjabi
 - Ilokano
 - Hindi
 - ASL
- E. If additional threshold languages are added, the County and the Union agree to meet within 30 days to discuss expanding this Article to include additional languages eligible for bi-lingual pay.

Section 5. Salary Comparability

All extra help employees shall receive wages and salary that are comparable to permanent employees in the same job classification.

Section 6. Salary Adjustments

- A. Base Cost of Living Adjustment (COLA) Salary Schedule

1. Effective January 1, 2022, a 10-step Base COLA Salary Schedule included in Appendix A to this MOU is adopted for all employees covered by this MOU; notwithstanding employees that are paid a flat rate biweekly or hourly rate.
2. The 10-step Base COLA salary schedule has 2% incremental growth between each COLA step.
3. Employees in Bargaining Unit H will be placed in the new salary schedule equivalent to their permanent counterparts in Bargaining Unit Q (Kern County Probation Officers' Association).
4. 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.
5. Advancement between steps is not based upon employee performance.
6. The implementation of this Base COLA Salary Schedule is not intended to limit or prevent the negotiation of additional COLAs or additional salary increases.

B. 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 (2.0%) 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 that could take effect the pay period following July 1, 2025, 2026, and 2027. Such negotiations would start no earlier than January 1st of each year.

C. Additional Salary Adjustments

1. Effective with the pay period following adoption of this Agreement, all SEIU bargaining unit employees will receive a 6% additional salary adjustment.

Section 7. One-time cash Payment

One-time cash payment of \$1,500 for all current SEIU bargaining unit employees to be effective July 12, 2025.

ARTICLE VI – BENEFITS

Section 1. Medical and Prescription Drug Coverage

- A. All full-time employees covered by this Agreement shall be provided the opportunity to enroll themselves and qualified dependents in County-sponsored medical and prescription coverage upon initial hire, subject to requirements of the County of Kern Health Benefits Eligibility Policy for Extra Help and Temporary Employees or during the annual open enrollment period.
- B. The County will contribute toward the payment of the employee's premiums for individual County-sponsored medical and prescription drug coverage only on the County's high-deductible self-insured health plan. The employer contribution for individual coverage is limited to the amount equal to or greater than the minimum health care affordability standards required under federal law based on a percentage of hourly pay. The County will not contribute any amount toward the payment of premiums for the employee's dependents.
- C. All employees covered by this Agreement may elect to purchase additional coverage for dependents, and/or dental and vision coverage at their own expense.
- D. 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. New employees who decline coverage may not enroll in the County's health insurance program until the next annual open enrollment period.
- E. The County will continue to provide an annual open enrollment for employees to change health insurance plans and/or enroll eligible dependents.

- F. The County will continue to provide medical and prescription drug coverage as described in the Summary Plan Documents, which may be revised from time to time at the discretion of the Plan Administrator.

Section 2. Uniforms

Any employee required to wear a County designated uniform shall be provided the uniform by the County at no cost to the employee.

Section 3. Travel

- C. Employees required to travel on County business shall be compensated for the hours of travel according to the minimum requirements set forth in the Fair Labor Standards Act of 1938 and its implementing regulations. In addition, employees who travel as a passenger in a vehicle outside of normal working hours, shall also receive compensation for the hours of travel.
- B. Employees who are permitted to utilize a privately owned vehicle shall do so according to the established policy and shall be reimbursed at the allowable federal rate for income tax purposes for miles traveled during County business. Per diem expenses for food and lodging are set forth in the Kern County Policy and Administrative Procedures Manual. The County shall review the mileage and per diem expenses at least annually for rate adjustment.

Section 4. Tools

Employees required as a condition of employment to provide their own hand tools, will have said tools insured by the County.

- A. This insurance shall apply for only those tools required by the department. A list of said tools will be kept on file by the department.
- B. The insurance will provide coverage, after \$100.00 deductible paid for by the employee, for theft (evidence that a theft occurred is required) or fire damage. Such insurance coverage is limited to fire or theft on County premises.
- C. Any tools that are not required by the County as a condition of employment shall be provided by the County.

Section 5. KERN\$FLEX I

- A. The employees covered by this Agreement continue to be eligible to participate in the Cafeteria Plan known as 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 may upon written notice from the County elect, solely in their discretion, to use one or more of the following methods to reimburse the County by signing a "Request for Correction of Payroll Error" at the departmental level:
 - 1. Repayment in cash, net of taxes, in full after the employee is provided documentation of the error, notice, and the opportunity to object;

2. Repayment 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;
 3. 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;
 4. 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;
 5. 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 mutually agreed upon by the employee and 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
 6. 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 on the payroll warrant following discovery of the underpayment; 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.

ARTICLE VIII - 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 Agreement, 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 extra help employee in the service of the County.

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 officer or employee having charge of the administration of a department of the County.

EXCLUSIONS

1. Work assignments.
2. Salary matters.
3. Matters 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 agreement.
7. Grievances filed after 20 days from date of occurrence, or after 20 days from the date the employee had knowledge of an occurrence.
8. Grievances filed after an employee's extra help appointment has terminated or expired.

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 20 days from the occurrence of the issue that gave rise to the complaint, or within 20 days from the employee's knowledge of the occurrence (but no later than the expiration or termination of the employee's extra-help appointment) an employee will promptly and informally meet to discuss the complaint with his/her/their 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 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 5 days from receipt of the supervisor's informal response or within 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 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 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/their representative, if requested, within 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 10 days from the close of the formal meeting.

Step 3. If the employee is not satisfied with the decision of the department head, the employee may appeal the decision to the Chief Human Resources Officer (CHRO) within 5 days from receipt of the department head's decision. In his/her/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 his/her/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 10 days of receipt of the grievance.

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

If the grievance is submitted to advisory arbitration, the grievant, their representative, if any, and the CHRO, or his/her/their designee, shall, within 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 5 neutrals will be jointly requested from either 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/themself 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/their decision within 30 days from the close of the hearing.

ARTICLE IX - 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.

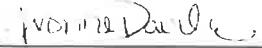
ARTICLE X - DURATION OF THE AGREEMENT


- A. Upon ratification by the SEIU membership and approval by the Board of Supervisors, this Agreement shall become effective and binding upon the parties in accordance with Section II, Article 14, of the Employer-Employee Relations Resolution.
- B. The term of this Agreement shall be from July 1, 2024 through June 30, 2026.


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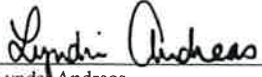
This Agreement is effective and executed this 17th day of June 2025.


Service Employees' International Union Local 521:

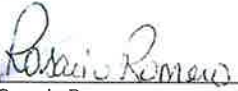

Yvonne Davila, SEIU Lead Negotiator
Service Employees International Union, Local 521



Alicia Aleman
SEIU Local 521 Chapter President



Ajaib Gil
SEIU Local 521 Chapter Vice President

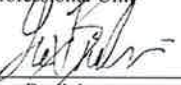

Lyndsi Andreas
SEIU Local 521 Chapter Secretary


Venessa Romero
Administrative Unit



Rosario Romero
Supervisory Unit


Angee Esparza
Supervisory Unit

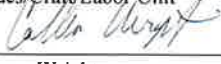

Genevieve Egana
Professional Unit


Lux Breilein
Clerical Unit


Alexandra Martinez
Technical Service Unit



Robin Walters
Professional Unit


George Martinez
Trades/Craft/Labor Unit


Colleen Wright
Trades/Craft/Labor Unit


Cindy Rojo
Technical Services Unit

COUNTY OF KERN:


Chairman
Board of Supervisors


Nancy Anderson
County Administrative Officer


Tracey Eldridge
Chief Human Resources Officer


Approved as to Form
Kyle Holmes
County Counsel