



Kern County
Agt. # 444-2025

GROUND  BOUNDLESS

**Kern County
Prosecutors' Association
Memorandum of
Understanding**

July 1, 2025 – June 30, 2027

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PREAMBLE

Kern County
Agt. # 444-2025

This Memorandum of Understanding, hereinafter referred to as "MOU" is entered into by the County of Kern, hereinafter referred to as "COUNTY", and the Kern County Prosecutors' Association, hereinafter referred to as "Association" or "KCPA", on behalf of the employees covered hereby. This MOU sets forth the full and entire understanding of the parties regarding the matters set forth herein reached as the result of good faith negotiations regarding the wages, hours, and other terms and conditions of employment of the employees covered hereby. Pursuant to Government Code section 3505.1, this MOU is submitted to the County's Board of Supervisors for approval.

ARTICLE I - TERM

This MOU between the County and KCPA is effective from July 1, 2025, through June 30, 2027.

Notwithstanding the foregoing, except as expressly stated herein, no provision of this MOU shall be retroactive to a date preceding the date the Board of Supervisors approves this MOU.

ARTICLE II - IMPLEMENTATION

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

ARTICLE III - INTEGRATION AND RELATED PROVISIONS

Section 1. Full Understanding, Modifications, Waiver

- A. This MOU sets forth the full and entire understanding of the parties regarding the specific matters set forth herein. No other prior or existing oral or written understandings or agreements by the parties, shall have any force or effect with respect to the matters covered hereunder. The parties intend for this MOU to be a fully integrated agreement with respect to such matters.
- B. Except as specifically provided herein, it is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right and agrees that the others shall not be required to negotiate with respect to any subject or matter covered herein, during the term of this MOU.
- C. No agreement, alteration, understanding, variation, waiver, or modification of any terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing by the parties hereto and, if requested, approved by the County's Board of Supervisors.
- D. Waiver of any violation of this MOU, or the failure to enforce any of its terms, shall not constitute a waiver of the right to future enforcement of any of the terms of this MOU.
- E. Existing practices not covered by this MOU shall remain in full force and effect unless changed or abolished through the meet and confer process.

ARTICLE IV – RECOGNITION

Section 1. Association Recognition

The County recognizes the Association is the recognized employee representative organization for all permanent, non-management attorneys employed in the District Attorney's Office and Child Support Services Department, to wit: All Deputy District Attorneys and Child Support Attorneys in the classifications I, II, III, IV, or V. The Association has been certified as such by the Kern County Board of Supervisors, pursuant to the EERR, and Government Code section 3500 et seq., commonly referred to as the Meyers-Milias-Brown Act.

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

Section 2. Authorized Agents

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

- A. County's principal authorized agent shall be the Chief Human Resources Officer, or their duly authorized representative (Address: 1115 Truxtun Avenue, Bakersfield, California 93301; Telephone (661) 868-3480), except where a particular County management representative is specifically designated in connection with the performance of a specified function or obligation set forth herein.
- B. KCPA's principal authorized agent shall be the President of KCPA or their duly authorized representative (Address: Kern County District Attorney's Office, 1215 Truxtun Avenue, Bakersfield, California 93301; Telephone (661) 868-2340).

ARTICLE V – GENERAL PROVISIONS

Section 1. Health/Safety

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

Section 2. Payroll Deduction

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

ARTICLE VI – RIGHTS OF PARTIES

Section 1. Strikes and Lockouts

During the term of this MOU, County agrees that it will not lock out employees, and Association agrees that it will not engage in, encourage, or approve any strike, slowdown, or other work stoppage growing out of any dispute relating to the terms of the MOU. Association will take whatever possible lawful steps necessary to prevent any interruption of work in violation of this

MOU. Furthermore, Association and County recognize that all matters of controversy within the scope of this MOU shall be settled by the established grievance and arbitration procedures contained in Article X.

Section 2. Bulletin Boards and County Communications System

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

Section 3. Claims Review

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

Section 4. Discrimination

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

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

Section 6. Release Time and Association Representatives

- A. Association representatives, consisting of the Executive Committee of KCPA or their duly authorized representatives, not to exceed one representative per member of the Executive Committee, will be granted reasonable use of County time to perform their Association duties. The Association will provide the District Attorney, the Director of Child Support Services, and the Chief Human Resources Officer written notice identifying the members of the Executive Committee on an annual basis.
- B. Employees who serve as designated members of the Association's meet and confer team will be allowed reasonable use of County time when meeting with the County on successor MOUs or on other formal meet and confer matters within the scope of representation. Three months prior to the expiration of the current MOU, members of the meet and confer team may be allowed reasonable release time for preparation with the appropriate notice to their supervisor.
- C. The County agrees to allow at least one authorized Association representative from the Executive Committee of KCPA or its duly authorized representative, to assist and represent an employee in the grievance process.
- D. The Association agrees that whenever investigation or processing of a formal grievance occurs during working hours, the amount of time will be limited to only that which is necessary to bring about prompt disposition of the issue.
- E. Association representatives desiring to leave their work locations to conduct Association business shall notify their supervisor, and inform them of the purpose for leaving work and expected return time. Permission to leave will be granted unless the absence would cause an undue interruption of work. In this event, release from work shall be made as soon as practicable.
- F. When contacting employees at the work site regarding grievance investigations, the Association representative shall advise the appropriate supervisor of the reasons for their presence. The affected employee will be released to meet the Association representative unless leaving the job would cause an undue work interruption, in which case the employee will be released as soon as possible thereafter or arrangements made for a future meeting.
- G. Association representatives shall perform aforementioned duties without loss of pay or other benefits.

ARTICLE VII – PAID LEAVE

Section 1. Jury Duty

- 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 or she 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 their own automobile 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 their duties of County employment, the employee should be granted the use of leave time to comply to the directive of the subpoena.

Section 2. Sick Leave

- A. Each full time employee regularly employed in a classified position shall earn and accrue sick leave credit for illness or accident, at the rate of 3.69231 working hours per biweekly pay period. (3.69231 working hours X 26 pay periods = 96 hours divided by 8 hours = 12 days per year.) Unused sick leave will be accumulated up to a maximum of 1152 hours (144 days).

Sick Leave Payoff Schedule

Each employee covered by this MOU will be paid upon death or active retirement (deferred retirement excepted) for unused sick leave as follows:

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

- 1. For the purposes of this subsection, "Continuous County Service" shall have the same meaning as "years of service" as calculated for vacation seniority in section 4 (C) of this MOU. This provision shall have an effective date of January 1, 2020.
 - 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.
- B. Employees shall be eligible to receive an annual cash bonus of 24 hours at their regular rate of pay if on the pay day immediately preceding Christmas they have accrued the maximum amount of unused sick leave (1152 hours) and have used ten hours (10), or less, of sick leave during the previous payroll periods during that calendar year.
 - C. Employees shall not be downgraded on their Employee Performance Reports for being absent pursuant to a leave governed by the Family and Medical Leave Act.
 - D. Bereavement Leave - Employees covered by this MOU shall be eligible for up to three days of paid bereavement leave in the case of the death or funeral of a family member, as defined by Kern County Policy and Administrative Procedures Manual section 118.2 (d). This leave may not be accrued, and shall have no cash value if unused by the employee.

Section 3. Pregnancy Disability and Maternity Leaves

Pregnancy Disability Leave is governed by Government Code Section 12945, the Family and Medical Leave Act (FMLA) and the Kern County Civil Service Rules. Maternity Leave (i.e., leaving 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, California Family Rights Act (CFRA) and the Kern County Civil Service Rules.

Section 4. Vacation

- A. The vacation entitlement for regular full-time employees covered by this MOU is:
1. Twelve days (96 hours) vacation after one (1) year service. Maximum vacation accrual will be 312 hours.
 2. Seventeen days (136 hours) vacation after five (5) years of service. (New accrual rate begins at start of fifth year of service). Maximum vacation accrual will be 432 hours.
 3. Twenty-two days (176 hours) vacation after ten (10) years of service. (New accrual rate begins at start of tenth year of service). Maximum vacation accrual will be 552 hours.
 4. Twenty-seven days (216 hours) vacation after fifteen (15) years of service. (New accrual rate begins at start of fifteenth year of service). Maximum vacation accrual will be 672 hours.
- B. Regular permanent part-time employees' vacation entitlement is prorated on the same yearly basis.
- C. For the purposes of this MOU, "years of service" (i.e., vacation seniority) shall include:
1. All uninterrupted employment with the County of Kern.
 2. Prior service with the County of Kern with less than a year break in service in between service periods.
 3. Prior service as a Deputy District Attorney or like classification with another Office of District Attorney in the State of California.
 4. The term "service periods," as used in subsection 2 above, shall be defined as service with the County of Kern, and also as service as a Deputy District Attorney or like classification with another Office of District Attorney in the State of California.
- D. Current employees will have their vacation seniority date adjusted in the first full pay period following final execution of this MOU, and upon proof of prior service.
- E. 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.
- F. 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.
- G. Employees shall not be downgraded on the Employee Performance Report for the use of authorized vacation.
- H. Financial Hardship - In the event an employee incurs a serious financial hardship as the result of family illness or death, the employee may make written request to the District Attorney or Director of Child Support Services to cash-out all or part of the employees' accrued vacation. Upon investigation, the District Attorney or Director of Child Support Services may direct the claim to the Auditor-Controller-County Clerk for payment. Any disputes arising from the denial of any claim for payment will be resolved by application of the Grievance and Arbitration Procedure.

Section 5. Partial Day Absences

- A. Attorneys covered by this MOU are considered exempt and non-covered employees under the Fair Labor Standards Act of 1938 and Department of Labor regulations.
- B. Pursuant to Section 124.6 of the Kern County Policy and Administrative Procedures Manual, an attorney covered by this MOU shall not have his or her regular biweekly pay or paid leave allowances subject to reduction on account of an absence from duty of less than a day. Attorneys shall still be required to track their partial day absences using the TRACS.

Section 6. Holidays

- A. During the term of this MOU, the following holiday schedule shall apply:

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

- B. Regular part-time employees shall have their holidays governed by Section 123 of the Kern County Administrative Policy and Procedures Manual.
- C. Holidays that fall on Saturday shall be observed on the previous Friday. Holidays which fall on Sunday shall be observed on the following Monday.
- D. In a year in which Christmas and New Year's Day fall on a Saturday and are observed on Friday, Christmas Eve and New Year's Eve Day holidays shall be observed on the preceding Thursday. In a year in which Christmas Eve and New Year's Eve fall on a Saturday or Sunday, the holidays shall be observed on the preceding Friday.
- E. The actual holiday shall be defined as the day of the week on which the holiday falls.
- F. A designated holiday shall be the day observed in lieu of the actual holiday.
- G. The County recognizes that its holiday schedule does not directly coincide with the Court holiday schedule. Employees who actually work on an actual or designated County holiday shall receive their regular pay for that day. In addition, such employees shall be entitled to an alternate day off that must be taken before December 31 in the following calendar year.
- H. 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 7. Catastrophic Leave Pay

- A. Catastrophic leave pay for County employees governed by this MOU 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 California Family Rights Act ("CFRA"), the Family and Medical Leave Act ("FMLA"), or Pregnancy Disability Leave ("PDL") pursuant to state or federal law. Catastrophic leave pay is contingent on the receipt of donated 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 MOU 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 or verification 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 MOU may only donate 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 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 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 (8) 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 paid time off benefits while receiving catastrophic leave pay.
- I. Catastrophic leave shall be terminated 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 termination of catastrophic leave pay, all unused donations shall be forfeited by the donor and recipient.

Section 8. Winter Recess

- A. During the term of this MOU, the County establishes Winter Recess as the three week days between the Christmas and New Year's holidays identified in Section 6 of this Article.
- B. The District Attorney's Office and the Department of Child Support Services may be limited from closing in its entirety due to the schedule of the Superior Court of California. Notwithstanding, the

District Attorney and the Director of Child Support Services 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 actually worked during Winter Recess, not to exceed 24 hours. Any credited alternate paid time off will be made available to use during each successive calendar year. Any unused paid time off shall be forfeited.
- 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.
- F. This section shall sunset and expire with the term of this agreement.

Section 9. Trade-Time

- A. Effective October 9, 2021, employees covered by this MOU shall be eligible to earn trade-time for additional work provided beyond the reasonable job requirement of their regular work schedule.
- B. Trade-time shall be earned as straight time in one-tenth of an hour increments subject to a maximum earned bank amount of 120 hours at any one time.
- C. Eligibility to earn trade-time for additional work provided beyond an employee's regular work schedule in a work week (i.e., 40 hours) is subject to department head approval.
- D. Earned trade-time may be used by an employee in the same manner as accrued vacation time, including as part of a terminal vacation arrangement.
- E. Unused earned trade-time does not have any cash value upon separation.

Section 10. Vacation Pay Out

- A. All represented employees will be allowed to sell back up to 40 hours of accrued vacation time in November 2025. The hours shall be paid out at the employee's regular hourly rate of pay at the time of the sell back. Payments will be made in pay period 2025-21 (issue date 11/11/2025). It is the sole responsibility of KCPA to provide the Chief Human Resources Officer the list of employees and hours requested by September 26, 2025. Late submission will not be accepted. Hours that are sold back are subject to all applicable payroll taxes at the time of payment.
- B. The County agrees to reopen negotiations for an additional Vacation Pay Out in 2026. Such negotiations would start no earlier than January 1st, 2026.

ARTICLE VIII - 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. Employees with 30 or more years of service will receive an additional 2% longevity pay on base wages (total 10%). As used in this subsection, the term "years of service" shall mean years of service for the County of Kern as calculated by the Kern County Retirement Board in determining eligibility for retirement.
- F. An employee, who, during the term of this MOU, reaches an anniversary date for longevity pay, shall receive such pay beginning with the first day of the first full payroll period following their anniversary date.
- G. For subsections A, B, C, and D above, "continuous County service" shall have the same meaning as presently used in applying vacation seniority.

Section 2. Overtime Compensation

- A. Notwithstanding Article VI, Section 5.A., it is agreed between the County and the Association that, during the term of this MOU, employees shall be eligible for compensatory time off (CTO) in accordance with Chapter 3.24 of the Kern County Ordinance Code not to exceed 120 hours at any one time.
- B. For the purposes of this section, employees covered by this MOU shall only be eligible to earn 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, jury duty, etc.). A workweek shall mean the period of time beginning at 12:01 on Saturday and ending 168 hours later.
- C. Effective October 9, 2021, this Section shall no longer be applicable to employees covered by this MOU.
- D. Employees covered by this MOU may elect to cash out any remaining CTO balances they have as of October 9, 2021. Such election must occur no later than October 29, 2021. All cash out of CTO under this subsection will be paid with the November 16, 2021 pay warrant. Alternatively, employees may elect to have the cash out of CTO transferred to their 457 deferred compensation account in the same pay warrant.

Section 3. Bilingual Pay

- A. In accordance with the Kern County Administrative Procedures Manual, the County agrees to pay \$35 per pay period for periods in which an eligible employee is assigned to a designated position requiring verbal bilingual abilities. The Bilingual Pay Program shall include the payment of \$70 per pay period for those positions, which require written bilingual skills to perform a critical part of the employee's job.
- B. The following languages are considered threshold language(s) for the County and are eligible for bilingual pay:

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

Section 4. Supervisory and Specialized Unit Assignment Pay

The County shall compensate all Deputy District Attorneys or Child Support Attorneys who have been assigned by the District Attorney and/or her designee or the Director of Child Support Services and/or her designee to supervise a permanent unit within the District Attorney's Office or Department of Child Support Services or assigned to a specialized unit within the District Attorney's Office a special assignment pay equivalent to the following percentage of the assigned employee's base salary:

1.	Supervisory Assignment	10.0%
2.	Homicide Unit Assignment	7.5%
3.	Sex Crimes Unit Assignment	5.0%
4.	Gang Unit Assignment	4.0%
5.	Office of Traffic Safety Unit	4.0%

Such premium compensation shall only be paid during the period in which the employee is assigned to these specialized roles. The District Attorney or Director of Child Support Services shall have full and complete discretion to assign and reassign staff into and from these specialized roles as needed within the department, and as authorized by the Board of Supervisors. The reassignment of staff and/or subsequent loss of these special assignment pays are not grievable.

Section 5. Standby

- A. Definition of Standby - An employee who is required during off-duty hours to remain on call on the county's premises or elsewhere or under conditions so circumscribed that he cannot use the time effectively for 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 their home or with County officials where he may be reached, or is merely required to be available via a beeper, pager, or other communications device, is not working while "on-call" and is not on "standby". This definition of "standby" is intended to be the same definition as "working while 'on call'" which is contained in 29 CFR § 785.17 and to duplicate the definition of compensable standby (i.e., working while "on-call") found in the Fair Labor Standards Act as it is presently interpreted.
- B. Compensation for Standby - An employee required by the department head to be on standby duty shall receive one-quarter of their hourly pay, or the federal minimum wage, whichever is higher for the hours required to be on standby. Employees on standby duty that are called back to work shall not receive standby pay while in a called-back status.

Section 6. Salary Adjustments

- A. Effective with the pay period following adoption of this Agreement, all KCPA bargaining unit employees will receive an increase in salary range of 1.2 (6%).
- B. The County agrees to reopen negotiations for an additional salary increase in 2026. Such negotiations would start no earlier than January 1st, 2026.
- C. 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.
 - 2. 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.
 - 3. Advancement between steps is not based upon employee performance.
 - 4. The implementation of this Base COLA Salary Schedule is not intended to limit or prevent the negotiation of additional COLAs.
- D. Employees hired on or after July 5, 2008 shall receive biweekly “New Employee Premium Pay” equal to 6% of their base salary. The six percent (6%) biweekly 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 provision contained in Article IX Section 4, employees will not receive the New Employee Premium Pay if, for any reason, the employee is earning retirement service credit under the higher 3% at 60 benefit formula.

Section 7. Recruitment Bonus

- A. The County will provide all employees hired on or after April 22, 2023, in a permanent capacity as a Deputy District Attorney or a Child Support Attorney a \$15,000 non-pensionable recruitment bonus. The bonus shall be payable in tiers upon appointment by the District Attorney or Director of Child Support Services subject to completion of a three-year term of service with the hiring department. The recruitment bonus shall be payable in the following tiered structure:
 - 1. Upon appointment: \$5,000
 - 2. Upon completion of one year of service: \$5,000
 - 3. Upon completion of two years of service: \$5,000
- B. Appointees who do not complete the agreed upon term of service shall be subject to repayment of the bonus with the following amortization schedule:
 - 1. Less than one year of service: \$5,000
 - 2. Less than two years of service: \$10,000
 - 3. Less than three years of service: \$15,000
- C. Appointees shall acknowledge in writing the terms and conditions required for the bonus prior to receipt of payment.

- D. This subsection shall not apply to appointees who are currently employed by the County as attorneys, or who have been previously employed by the County as an attorney within three years of their appointment.

ARTICLE IX – BENEFITS

Section 1. Medical/Dental/Vision

- A. All employees covered by this MOU shall be required to pay, by payroll deduction, twenty percent (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 premiums.
- 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. In the event that such employee opts to obtain health insurance for dependents, the employee shall be required to pay, by payroll deduction, twenty percent (20%) of the appropriate premium for dependents. The health insurance program offered to new employees and their dependents shall consist of three components; medical, dental and vision. That program must be accepted or declined in its entirety. It is not permissible to pick and choose among those components.
- C. The County will continue to provide an annual open enrollment for employees to change dental plans and/or enroll eligible dependents.
- D. The County and the Association will continue utilizing the Health Benefits Committee to study and identify ways in which to improve insurance plans and contain costs.
- E. The County will continue to provide 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.

Section 2. Retiree Stipend Program and Retiree Health Premium Supplement Program (RHPSP)

- A. Participation in the RHPSP is discontinued for employees hired on or after April 25, 2017.
- B. Employees hired prior to April 25, 2017 shall have the option to discontinue participation in the RHPSP.
- C. Employees who discontinued participation in the RHPSP prior to the effective date of this MOU 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:
1. The employer contribution is equivalent to the amount the employee has had deducted from their pay to RHPSP since payroll period 12-16 (August 11-24, 2012) until the last payroll period deduction.

2. Employees who opt out and retire at or after age 70 will not receive any employer contribution.
- D. Employees hired prior to April 25, 2017, who do not opt-out of the RHPSP, shall continue to participate in the RHPSP under the following terms:
1. Employees shall contribute to RHPSP at the contribution rate of 2.12% of base salary.
 2. Employees hired at age 45 years or older continue to be excluded from because they could never receive a benefit.
 3. 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
 4. "Years of service" is defined in the plan document.
 5. 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.
- E. Employees who are ineligible to participate or opt-out of participating in the RHPSP will also be ineligible for the Retiree Stipend Program.

Section 3. Life & Disability Insurance

The County will provide, at no cost to the employee, group term life insurance in a policy amount of \$20,000 for each member of the bargaining unit. The County agrees to continue to allow participation in the employee-paid Long Term Disability Insurance program, which is available to Management and Confidential employees.

Section 4. Retirement

- A. The County agrees to continue to provide retirement benefits in accordance with Resolution Number 2004-436, which adopted the 3% at 60 benefit formula for general members of the Kem County Employees' Retirement Association ("KCERA"), except as provided in Section D below.
- B. All employees hired prior to February 8, 2005 shall pay one third percent (33%) of the employee's normal contribution to retirement.
- C. All eligible employees hired or rehired on or after February 8, 2005 (hereafter "Post-February 2005 Employees") shall pay one hundred percent (100%) of their normal contributions to retirement. Post-February 2005 Employees who have accrued years of service prior to being hired or rehired on or after February 8, 2005 shall pay one hundred percent (100%) of the new employees' normal contributions to retirement regardless of years of service.

- D. Employees hired after January 1, 2013 shall pay 50% of normal cost of retirement (i.e., PEPR contribution).
- E. All eligible employees hired or rehired on or after July 5, 2008 (hereafter "new employees") shall receive the following retirement benefit except for employees who, for any reason including, but not limited to, making a redeposit under current law or taking any other action through which the employee receives service credit under the 3% at 60 benefit formula ("higher benefit formula"):
1. Pursuant to Resolution #2008-229, previously approved by the parties to this MOU and formally adopted by the Board of Supervisors on June 17, 2008, all new employees shall receive a defined benefit pension as described in Government Code section 31676.01, commonly referred to as 1.62% at 65.
 2. A defined contribution 457 plan, as part of the existing County Deferred Compensation Plan, wherein the County will provide a biweekly amount (hereafter "match") not to exceed six percent (6%) of base pay as provided herein:
 - 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 (6%) 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 MOU does not create a vested right to a continued match beyond expiration of the MOU. However, the match benefit, as described herein, will continue beyond the expiration date of the MOU 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 to receive retirement service credit at the higher 3% at 60 benefit formula, the new employee shall repay the County the amount of the match received plus the amount of 6% premium pay received, under Article VIII, Section 6 (B) 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 received premium pay, the match plus the higher benefit formula as opposed to the formula contained in Government Code section 31676.01.
- F. Except for new employees, employees' normal contributions to retirement shall be calculated in accordance with Government Code section 31621.8. New employees' contributions shall be calculated as provided in Government Code section 31621.
- G. In accordance with Government Code section 31641.95, on April 15, 1997, the Board of Supervisors adopted a resolution permitting employees to purchase retirement credit for all legally eligible prior public service. All purchases of retirement credit shall be in accordance with the rules and regulations of the KCERA and the Government Code.

- H. This MOU does not create a vested right to continued County payments of employee contributions or to purchase retirement credit for prior service that is independent of this or successor MOUs. Said terms and conditions will remain in full force and effect until final approval of a successor MOU or the parties reach impasse and exhaust all legally required impasse resolution procedures.
- I. Employees who, in good faith, have designated an effective date of retirement from County service may rollover their accumulated vacation and sick leave balances to the KCERA no earlier than three months prior to the designated date of retirement. This rollover shall be for the sole express purpose of receiving credit for all legally eligible prior public service as determined by KCERA in accordance with the Government Code and its rules and regulations relating to receiving credit in the KCERA retirement system.
- J. In addition to the ability to rollover accumulated vacation in the manner described in subsection "H" above, employees may also rollover their accumulated vacation balance (only) for the sole express purpose of receiving retirement credit with KCERA for other qualified service one time during the employee's tenure as a County employee. The employee must submit a written request to their department head no later than April 1st prior to the fiscal year in which the employee intends to rollover such amounts. The department head may, in their sole discretion, waive the April 1st filing deadline for any employee.

Section 5. Golden Handshake

A. Introduction

The County of Kern recognizes a revenue shortfall could occur in the District Attorney's or Child Support Service's budget units, 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 the Kern County Prosecutors' Association (KCPA), the COUNTY and KCPA have agreed to exercise the provisions of Government Code §31641.04 of the County Employees' Retirement Act of 1937 ('37 Act) (commonly called the Golden Handshake) adopted by Kern County Ordinance G 5621 on September 21, 1991, to mitigate, where possible, the numbers of employees that must be laid off pursuant to the provisions of Kern County Civil Service Rule 1300.

B. Adopted Provisions

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

C. Criteria

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

1. The offering will be made only to eligible members holding positions within the departments specified by Board Resolution, and whose retirement would logically prevent the layoff of a less senior employee. In no instance will the County be required to make the offering, if the said offering would foreseeably result in an operational detriment.
2. The number of employees offered a Golden Handshake within the 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 District Attorney or Director of Child Support Services 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, wherever possible, avoiding the layoff of a permanent employee.

D. Paid Leave Balances

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

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

1. A three (3) person panel comprised of the Chief Human Resources Officer, the District Attorney or Director of Child Support Services, or their designee, and the President of KCPA, will be formed to adjudicate disputes.
2. An employee, who believes himself or herself aggrieved by operation of this section of the

MOU, may submit their complaint in writing to the Chief Human Resources Officer, who will call a meeting of the above defined panel.

3. The complainant and their representative may appear before the panel and present relevant evidence and/or argument to support their claim.
4. A complaint must be submitted within five (5) calendar days of the employee's belief he or she has been aggrieved.
5. The panel will reach a decision on the complaint, and said decision of the panel will be final and binding upon the parties.
6. The authority of the panel to adjudicate disputes based upon operation of this MOU will terminate with this MOU.

Section 6. Professional Fees

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

Section 7. Travel Expense

Any employee required to travel on business for the County, and who utilizes their privately owned vehicle shall be reimbursed at the allowable federal rate for income tax purposes for miles traveled in the course of County business. Per diem expenses for food and lodging are set forth in the County 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 District Attorney or Director of Child Support Services from one geographical location to another, which entails a household move of over twenty (20) miles, shall be paid a moving allowance as follows:

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

Section 9. KERN\$FLEX I

- A. The employees covered by this MOU will continue to be eligible to participate in the Cafeteria Plan known as KERN\$FLEX I. KERN\$FLEX I was developed and maintained to meet the appropriate requirements of sections 105, 106, and 129 of the Internal Revenue Code of 1986, as amended. KERN\$FLEX I includes flexible spending accounts for dependent care expenses, un-reimbursed medical expenses and a premium reduction component for 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 from the County will not be a component of KERN\$FLEX I for the term of this MOU.

Section 10. Professional Development Allowance

- A. The County shall provide each employee covered by this MOU with an annual allowance of \$1,000 to cover the cost of continuing legal education programs, for membership in local or specialized Bar Association groups, and/or for the purchase of approved educational materials including, but not necessarily limited to; books, audio/video tapes, software programs.
- B. The professional development allowance will be payable bi-weekly with the annual allowance divided by 26.089.

Section 11. Service Awards

Effective July 1, 2017, employees covered by this MOU shall no longer be eligible to receive a service award under the program established by Kern County Administrative Policy and Procedures Manual, Section 137.

ARTICLE X – 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; and
- To resolve grievances at the departmental level before appeal to higher levels.

DEFINITIONS

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

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

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

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

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

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 Kern County Government.

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 that provided by Kern County Ordinance Code, and did not receive the 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, incremental denials, suspensions, promotions, separations, and examination procedures. (These matters are within the Civil Service Commission's authority.)
4. County policy and ordinance questions, including subjects involving newly established or amendments to existing Board of Supervisors' resolutions, ordinances, or minute orders, unless the allegation is that they are not uniformly administered.
5. Work performance evaluations.
6. Impasses in meeting and conferring upon terms of a proposed MOU.
7. Grievances filed after twenty days from date of occurrence, or after twenty days from the date the employee had knowledge of an occurrence (but in no case later than one year from date of occurrence).

TIME LIMITS

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

THE PARTIES' RIGHTS AND RESTRICTIONS

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

7. Grievances of an identical nature concerning the same subject matter may be consolidated.

INFORMAL GRIEVANCE DISPOSITION

Within twenty (20) days from the occurrence of the issue that gave rise to the complaint, or within twenty (20) days from the employee's knowledge of the occurrence (but no later than one (1) year from the date of occurrence), an employee will promptly and informally meet to discuss the complaint with 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 five (5) days of the meeting, or if the employee is not satisfied with the decision, the employee may utilize the formal grievance procedure.

Grievance forms are available in the department for this purpose.

FORMAL GRIEVANCE PROCEDURE

Step 1. The grievance form and any supporting documents shall be delivered to the supervisor with whom the informal meeting was held, no later than five (5) days from receipt of the supervisor's informal response or within ten (10) days from the close of the informal meeting if no decision is rendered. The formal grievance procedure shall be initiated by the employee, stating the nature of the grievance, the alleged violation by section or number, if any, and the desired solution, in writing on the grievance form, together with any supporting documents attached to the grievance form.

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

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

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

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

Step 3. If the employee is not satisfied with the decision of the department head, they may appeal the decision to the Chief Human Resources Officer (CHRO) within five (5) days from receipt of the department head's decision. In their appeal to the CHRO, all supporting documents must be attached to the grievance form together with the grievant's reason for appeal and stated remedy requested.

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

If the employee is not satisfied with the decision of the CHRO or designee, the employee may

submit the grievance to advisory arbitration by written request to the CHRO who shall, within five (5) days of receipt of the grievant's request, set a date for a meeting to:

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

SELECTION OF THE ADVISORY ARBITRATOR

If the parties fail to agree on an arbitrator, a list of five (5) neutrals will be jointly requested from 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 them self to the issue submitted.

The arbitrator's decision will be advisory, subject to approval by the Board of Supervisors.

The cost of the arbitrator shall be borne equally between the County and the grievant.

Each party shall bear its own costs relating to arbitration including, but not limited to, witness fees, the costs of transcripts and attorney fees.

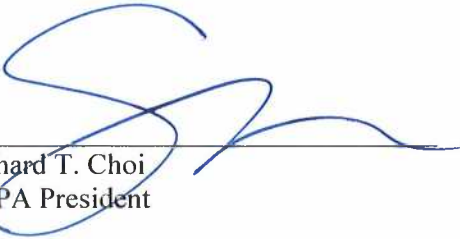
The arbitrator shall be requested to submit their decision within thirty (30) days from the close of the hearing.

ARTICLE XI – SEVERABILITY

If any provision 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.


This MOU entered into and signed this 19th day of August 2025.

Kern County Prosecutors' Association:

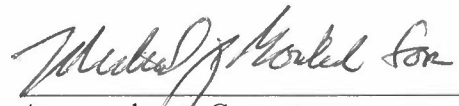


Richard T. Choi
KCPA President

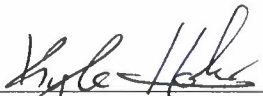
County of Kern:



Leticia Perez, Chairwoman
Board of Supervisors



Approved as to Content
Tracey A. Eldridge
Chief Human Resources Officer



Approved as to Form
County Counsel