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PREAMBLE

This Memorandum of Understanding, hereinafter referred to as "MOU" is entered into by the County of Kern, hereinafter referred to as "COUNTY", and the Kern County 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, 2006 through June 30, 2009.

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 "EEER"), 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 Kern County Resolution #84-166, commonly referred to as the Employer-Employee Relations Resolution, 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 his/her 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 County Administrative Officer, or his duly authorized representative (Address: 1115 Truxtun Avenue, Bakersfield, California 93301; Telephone (661) 868-3198), 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 his 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

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

Section 2. Employee Suggestion Program

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

Section 3. 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.

Section 4. Representational Fee

- A. Scope – Each employee that was hired after August 18, 1992 into the KCPA bargaining unit shall either (1) become a member of the Association to the extent of rendering periodic dues uniformly required for membership, or (2) pay to the Association a biweekly representational fee. Such representational fee shall be an amount uniformly established by the Association’s governing body, but in no event should such representational fee exceed 90% of the amount that an Association member of the same salary level would pay in dues.
- B. Indemnification – The Association shall indemnify the County and hold it harmless against any and all suits, claims, demands or other liabilities including the County’s reasonable attorney fees that may arise out of or by reason of any action taken by the County for purposes of complying with this section.
- C. Authority – This section was implemented in accordance with Government Code section 3502.5 and the Association agrees to adhere to all statutory and judicial requirements relating to Representational Fee Agreements. Specifically:
1. The Association agrees to keep an adequate itemized record of its financial transactions and shall make a financial statement, in the form of a balance sheet and an operating statement certified as to accuracy by the Association’s Board of Directors and a Certified Public Accountant licensed in the State of California, available annually (within sixty (60) days after the end of its Fiscal Year) to the County.
 2. The Association further agrees to hold any disputed fees in their entirety in an escrow account to be maintained at the Kern Federal Credit Union, 1717 Truxtun Avenue, Bakersfield, California, pending resolution of the dispute pursuant to the complaint procedure outlined below.
- D. Complaint Procedure
1. This complaint procedure shall be utilized solely to resolve disputes arising out of the deduction of a representational fee by the County, pursuant to this negotiated MOU:
 - a. Issues subject to this complaint procedure shall be limited to the following:
 - i. That a portion of the representational fee deduction is being utilized for non-representational activities.
 - ii. That the non-member is a member of a bona fide religion, body or sect which has historically held conscientious objection to joining or financially supporting public employee unions.
 - b. In the event that it is determined, pursuant to this procedure, that such non-member is a member of such religion, body or sect, they may, in the alternative, designate a charitable fund from the list of United Way charities. The County agrees to deduct and to remit fees so designated to the United Way.
 2. Any non-member who objects to the deduction of the representational fee by the Association shall file a written complaint with the Association within thirty (30) calendar

days after the fee is initially deducted. The complaint shall specify the reason(s) for the objection to the deduction. The complaint must clearly state the basis for the objection.

3. Upon receipt of the written complaint, the Association shall place the entire amount of the disputed deduction into an escrow account pending resolution of the dispute and shall request a list of five (5) arbitrators from the State Mediation and Conciliation Service (SMCS).
4. Selection of the Arbitrator – The arbitrator shall be selected by the alternate striking of the names provided by SMCS.
5. Date for Hearing – The Association shall notify SMCS of the selected arbitrator with in five (5) calendar days of the selection. Upon confirmation by the arbitrator, the Association will, forthwith, notify the complainant of the date, time and location of the complaint hearing.
6. Payment of Costs – The arbitrator will be directed to specifically determine which party has prevailed. In the event the Association prevails in said arbitration, the cost of the arbitration shall be shared equally between the Association and the complainant. Should the complainant prevail, the Association shall pay the entire cost of the arbitration.
7. Effect of the Arbitrator’s Decision – The decisions of the arbitrator shall be final and binding. Upon receipt of the arbitrator’s decision, fees being held in escrow shall be disbursed by the Association in accordance with said decision. In the event that the Association prevails, the County shall continue to deduct the representational fees and remit same to the Association as determined by the arbitrator.

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. Employer-Employee Relations Resolution 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 Procedures Manual.

Section 4. Discrimination

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

Section 5. Personnel Files

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

Section 6. Release Time and Association Representatives

- A. Association representatives, consisting of 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 County Administrative 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 his/her 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 his or her duties of County employment.
- B. Such paid time off shall include any actual and necessary travel time from the regular place of employment to the court or hearing place designated in the jury summons or subpoena and other paid time off relating to witness appearances which the County is required by law to pay.
- C. Unless otherwise specifically provided by minute order of the Board of Supervisors, all employees shall be responsible for demanding and collecting all fees and sums required by law to be paid in connection with such appearances and shall promptly pay over to the County all such amounts, together with any other sums, of whatever nature, received as a result of or in connection with such appearances; provided, however, that if the employee uses his/her own automobile he/she shall be entitled to retain any statutory mileage fees received in connection with such appearance.
- D. In the event an employee is legally subpoenaed to appear as a witness in a matter not related to his/her duties of County employment, the employee should be granted the use of leave time to comply 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 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.
- 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.

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 5th 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. 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.
 - D. With respect to employees with maximum vacation accruals, if the employee has been denied a proper written request for a vacation and subsequently submits a second proper written request for a vacation for a different period of time, and that second request is denied, the employee shall upon written request, be entitled to receive cash in an amount equal to the amount of vacation time the employee would have accrued while utilizing the vacation time if the second vacation request had been approved. The requests must conform to the scheduling policy of the department.
 - E. Employees shall not be downgraded on the Employee Performance Report for the use of authorized vacation.
 - F. Financial Hardship – In the event an employee incurs a serious financial hardship as the result of family illness or death, the employee may make written request to the 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. 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
 - Thanksgiving Day
 - Day after Thanksgiving
 - Christmas Eve
 - Christmas Day
 - New Year's Eve
1. Regular part-time employees shall have their holidays governed by Section 3.20.070 of the Kern County Ordinance Code.
 2. Holidays which fall on Saturday shall be observed on the previous Friday. Holidays which fall on Sunday shall be observed on the following Monday.
 3. In a year in which Christmas and New Year's Day fall on a Saturday and are observed on Friday, Christmas Eve and New Year's Eve day holidays shall be observed on the preceding Thursday.

4. In a year in which Christmas Eve and New Year's Eve fall on a Saturday or Sunday, the holidays shall be observed on the preceding Friday.
5. The actual holiday shall be defined as the day of the week on which the holiday falls.
6. A designated holiday shall be the day observed in lieu of the actual holiday.
7. Employees regularly scheduled to work on an actual or designated holiday shall receive their regular pay. In addition, such employees shall be entitled to holiday compensation if they actually work on the actual or designated holiday.
8. In no event shall an employee receive holiday compensation for both the actual and designated holiday.
9. Except as provided below, employees shall be paid holiday compensation with compensatory time off (CTO). Holiday compensation paid in the form of CTO shall equal one and one-half hours credit for each hour worked including, but not limited to, hours worked in excess of eight hours. In the event an employee has reached the maximum accrual of CTO, holiday compensation shall be paid as cash at one and one-half times the employee's base hourly rate.
10. Employees who are not regularly scheduled to work on either the actual or designated holiday shall receive eight hours straight time CTO credit. In addition, if such an employee is called to work, such employee shall be compensated in accordance with Chapter 3.24 of the County Ordinance Code.

Section 6. Vacation Donation Plan for Catastrophic Conditions

- A. Catastrophic leave benefits have been established for County employees governed by this MOU who have exhausted all accumulated vacation, sick leave and compensatory time off (CTO). The purpose of those benefits is to provide a portion or all of an employee's pay during the time the employee would otherwise be on medical leave of absence without pay pursuant to the Kern County Civil Service Rules. Catastrophic leave benefits are contingent on the receipt of donated vacation time in the manner described below.
- B. Catastrophic leave shall conform to the rules for leave of absence without pay set forth in the Kern County Civil Service Rules except that, during that portion of the leave of absence, which is also catastrophic leave, the employee will be paid. Although employees on catastrophic leave will receive catastrophic pay, for all other purposes, except as indicated below, such employees will be considered on leave of absence without pay pursuant to the Kern County Civil Service Rules and they shall not accrue any leave rights while on catastrophic leave.
- C. In no event may an employee take more than six (6) months of catastrophic leave during any twelve (12) month period. Catastrophic leave and leaves of absence without pay shall run concurrently.
- D. An employee is eligible for catastrophic leave when the employee faces financial hardship due to injury or prolonged illness of the employee or employee's spouse, parent or child (based on medical evidence) and the employee is absent from work caring for himself or herself or family members.

- E. Employees governed by this MOU may donate vacation time to another employee who meets the conditions described above. Employees may not, however, donate sick leave or compensatory time off (CTO).
- F. Employees (or their designees) requesting establishment of a catastrophic leave bank must submit a written request to the Personnel Department. The request must provide sufficient information to enable the Director of Personnel to determine whether the reason for the leave qualifies as catastrophic. This information will be maintained confidentially to the extent required by law. Catastrophic leave requests for injury/illness must include supporting medical verification from a licensed physician. If the request is for a family member, it should also specify that the employee's attendance of the ill or injured family member is required. Leave requests must include the estimated date of return to work.
- G. It is the responsibility of the employee or co-workers to canvass other employees for the donation of leave credits, however, donations are voluntary; coercion of fellow employees is strictly prohibited. Donations must be made on the County approved authorization form. All donations are irrevocable. Donations are taxable on the part of the recipient, in accordance with IRS regulations, and are subject to withholding as required by law.
- H. Donations must be a minimum of eight (8) hours. The County will convert the donor's vacation time hours to a dollar equivalent amount. Ninety percent (90%) of that dollar amount will then be converted to hours, using the recipient's hourly wage, resulting in hours applied to recipient's catastrophic pay.
- I. Health insurance coverage and retirement contributions will continue in the same manner as if the recipient employee was on sick leave. The recipient employee will not accrue sick leave or vacation benefits while using catastrophic leave.
- J. Catastrophic leave shall be terminated when one or more of the following occurs:
 - 1. The employee has exhausted six (6) months of catastrophic leave during any twelve (12) month period.
 - 2. The employee has exhausted all of his or her rights under the Civil Service Rules for unpaid medical leaves of absence, whether paid in part or in full from catastrophic leave pay.
 - 3. Donated leave credits have been exhausted.
 - 4. Death of the ill or injured employee or subject family member.
 - 5. The employee returns to full-time active, County employment.
- K. The Vacation Donation Program for Catastrophic Conditions shall be administered by the County in a manner consistent with foregoing terms and conditions.

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. Shift Differential

- A. The shift differential pay shall be:
 - A.M. Shift – 7.5% of the employee’s base rate of pay
 - P.M. Shift – 5% 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 five (5) hours of work between the hours of 3:00 p.m. and 12:00 midnight.
 - 2. A.M. Shift – Any work period encompassing at least five (5) hours of work between the hours of 12:00 midnight and 7:00 a.m.
- 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, etc. (rest periods excepted).
 - 2. Time for which compensatory time or overtime pay is earned.

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

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

Section 3. Overtime Compensation

It is agreed between the County and the Association that, during the term of this MOU, County ordinances, policies and procedures regarding overtime, as they apply to the employees governed by this MOU, shall be observed and such employees shall continue to be eligible to receive compensatory time off (CTO) in lieu of cash compensation for overtime worked.

Section 4. Bilingual Pay

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

Section 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 his own purposes is working while "on-call". Employees who are working while "on-call" are on "standby". An employee who is not required to remain on the County's premises or elsewhere and is merely required to leave word at his home or with County officials where he may be reached, or is merely required to be available via a beeper, pager, or other communications device, is not working while "on-call" and is not on "standby". This definition of "standby" is intended to be the same definition as "working while "on call"" which is contained in 29 CFR § 785.17 and to duplicate the definition of compensable standby (i.e., working while "on-call") found in the Fair Labor Standards Act as it is presently interpreted.

B. Compensation for Standby – An employee required by the department head to be on standby duty shall receive one-quarter of his/her 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.

(Intentionally blank)

Section 6. Salary Adjustments

- A. Effective retroactively to July 8, 2006, the salary range for the employees in the classifications listed below shall increase approximately 6.5% (1.3 salary ranges) as follows:

<u>Item No.</u>	<u>Classification</u>	<u>Range</u>	<u>Monthly Equiv.</u>
1259	Deputy District Attorney I	59.4	\$4206 - \$5135
1253	Deputy District Attorney II	62.2	\$4837 - \$5905
1247	Deputy District Attorney III	65.1	\$5590 - \$6824
1241	Deputy District Attorney IV	70.1	\$7173 - \$8756
1235	Deputy District Attorney V	71.5	\$7691 - \$9389
1224	Child Support Attorney I	59.4	\$4206 - \$5135
1223	Child Support Attorney II	62.2	\$4837 - \$5905
1222	Child Support Attorney III	65.1	\$5590 - \$6824
1221	Child Support Attorney IV	70.1	\$7173 - \$8756
1220	Child Support Attorney V	71.5	\$7691 - \$9389

Notwithstanding, the foregoing, retroactive salary payments shall only be paid to employees who, on the date the Board of Supervisors approves this MOU, are on the County payroll.

- B. Effective retroactively to July 8, 2006, an equity adjustment will also be applied to the classifications listed below increasing base pay by approximately .5% (.1 salary ranges) as follows:

<u>Item No.</u>	<u>Classification</u>	<u>Range</u>	<u>Monthly Equiv.</u>
1241	Deputy District Attorney IV	70.2	\$7209 - \$8800
1221	Child Support Attorney IV	70.2	\$7209 - \$8800

Notwithstanding, the foregoing, retroactive salary payments shall only be paid to employees who, on the date the Board of Supervisors approves this MOU, are on the County payroll.

- C. Effective retroactively to July 8, 2006, an equity adjustment will also be applied to the classifications listed below increasing base pay by approximately 2% (.4 salary ranges) as follows:

<u>Item No.</u>	<u>Classification</u>	<u>Range</u>	<u>Monthly Equiv.</u>
1235	Deputy District Attorney V	71.9	\$7846 - \$9578
1220	Child Support Attorney V	71.9	\$7846 - \$9578

Notwithstanding, the foregoing, retroactive salary payments shall only be paid to employees who, on the date the Board of Supervisors approves this MOU, are on the County payroll.

- D. Effective July 7, 2007, the salary range for the employees in the classifications listed below shall increase approximately 6.5% (1.3 salary ranges) as follows:

<u>Item No.</u>	<u>Classification</u>	<u>Range</u>	<u>Monthly Equiv.</u>
1259	Deputy District Attorney I	60.7	\$4488 - \$5479
1253	Deputy District Attorney II	63.5	\$5161 - \$6300
1247	Deputy District Attorney III	66.4	\$5964 - \$7281
1241	Deputy District Attorney IV	71.5	\$7691 - \$9389
1235	Deputy District Attorney V	73.2	\$8372 - \$10225
1224	Child Support Attorney I	60.7	\$4488 - \$5479

1223	Child Support Attorney II	63.5	\$5161 - \$6300
1222	Child Support Attorney III	66.4	\$5964 - \$7281
1221	Child Support Attorney IV	71.5	\$7691 - \$9389
1220	Child Support Attorney V	73.2	\$8372 - \$10225

- E. Effective July 7, 2007, an equity adjustment will also be applied to the classifications listed below increasing base pay by approximately .5% (.1 salary ranges) as follows:

<u>Item No.</u>	<u>Classification</u>	<u>Range</u>	<u>Monthly Equiv.</u>
1241	Deputy District Attorney IV	71.6	\$7730 - \$9436
1221	Child Support Attorney IV	71.6	\$7730 - \$9436

- F. Effective July 7, 2007, an equity adjustment will also be applied to the classifications listed below increasing base pay by approximately 2% (.4 salary ranges) as follows:

<u>Item No.</u>	<u>Classification</u>	<u>Range</u>	<u>Monthly Equiv.</u>
1235	Deputy District Attorney V	73.6	\$8456 - \$10327
1220	Child Support Attorney V	73.6	\$8541 - \$10431

- G. Effective July 5, 2008, the salary range for the employees in the classifications listed below shall increase approximately 6.5% (1.3 salary ranges) as follows:

<u>Item No.</u>	<u>Classification</u>	<u>Range</u>	<u>Monthly Equiv.</u>
1259	Deputy District Attorney I	62.0	\$4789 - \$5846
1253	Deputy District Attorney II	64.8	\$5507 - \$6722
1247	Deputy District Attorney III	67.7	\$6363 - \$7768
1241	Deputy District Attorney IV	72.9	\$8248 - \$10073
1235	Deputy District Attorney V	74.9	\$9112 - \$11130
1224	Child Support Attorney I	62.0	\$4789 - \$5846
1223	Child Support Attorney II	64.8	\$5507 - \$6722
1222	Child Support Attorney III	67.7	\$6363 - \$7768
1221	Child Support Attorney IV	72.9	\$8248 - \$10073
1220	Child Support Attorney V	74.9	\$9112 - \$11130

- H. Effective July 5, 2008, an equity adjustment will also be applied to the classifications listed below increasing base pay by approximately .5% (.1 salary ranges) as follows:

<u>Item No.</u>	<u>Classification</u>	<u>Range</u>	<u>Monthly Equiv.</u>
1241	Deputy District Attorney IV	73.0	\$8289 - \$10123
1221	Child Support Attorney IV	73.0	\$8289 - \$10123

- I. Effective July 5, 2008, an equity adjustment will also be applied to the classifications listed below increasing base pay by approximately 2% (.4 salary ranges) as follows:

<u>Item No.</u>	<u>Classification</u>	<u>Range</u>	<u>Monthly Equiv.</u>
1235	Deputy District Attorney V	75.2	\$9250 - \$11241
1220	Child Support Attorney V	75.2	\$9250 - \$11241

ARTICLE IX - BENEFITS

Section 1. Medical/Dental/Vision

- A. For all eligible employees hired prior to April 15, 1997 who, at that time, were employed by the County in a permanent position in the classified service, the County shall pay 100% of the employee and dependent premiums for medical, dental and vision insurance.
- B. All eligible employees hired in a permanent position in the classified service on or after April 15, 1997 (hereafter “new employees”), shall be required to pay, by payroll deduction, twenty percent (20%) of the insurance premium for the employee’s medical, dental and vision insurance (hereafter collectively referred to as “health insurance”) except for new employees who decline the County’s health insurance coverage in accordance with the provision provided below. (All insurance premiums referenced in this subsection shall equal ninety-eight percent (98%) of the applicable COBRA premium.) 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 shall pay one hundred percent (100%) of the employee and dependent premiums for medical, dental and vision insurance for individuals who were employed by the County as extra help employees on April 15, 1997, who have become permanent employees governed by this MOU.
- D. The County will continue to provide an annual open enrollment for employees to change dental plans and/or enroll eligible dependents.
- E. 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.
- F. The lifetime maximum for medical insurance benefits shall remain two million dollars (\$2,000,000).
- G. The health plan will continue as follows:
- Continue a Primary Care Physician (PCP) plan model.
 - Plan members select an in-network PCP who acts as the “gatekeeper” for all in-network care.

- Fees for in-network Office visits continue at \$15 for PCP visits and \$25 for Specialists visits.
- \$100 outpatient surgery deductible.
- ER co-payment at \$75 (waived if admitted).
- In-network inpatient hospital co-payment continues at \$150 per day, \$750 maximum.
- Inpatient treatment at Kern Medical Center to be provided with no co-payment or other out of pocket costs for covered services.
- Out of network care will continue to be provided at 70% for usual customary charges, after annual deductible of \$200 individual, \$400 family and with an annual maximum out of pocket cost for usual customary services of \$2,000 per individual, \$4,000 per family.
- Prior authorization systems for specialist referrals and ancillary services will continue..)

H. The prescription drug plan will continue as follows:

1. CO-PAYMENTS: Structure of retail pharmacy co-payments to become:
 - A. \$5 generic
 - B. \$15 preferred brand where there is no generic equivalent
 - C. \$30 non-preferred brand
 - D. Remove provision for physician override of co-pay structure
2. FORMULARY
 - A. Mandatory generic – In order to get brand name drugs when a generic equivalent is available, employee must pay the difference between what the plan would pay for the generic drug and the cost of the brand name drug.
 - B. Other formulary issues:
 - i. Strictly limit retail prescriptions to 30-day supply.
 - ii. Reduce monthly limits on life-style drugs (e.g., Viagra) to FDA recommended levels.
 - iii. Continue dispensing edits per Rx Administrator’s recommendations on such drug classes as migraine medications, pain management, anti-nausea, sleep aids, family planning, anti-fungals, etc.
 - iv. Continue Contingent Therapy. (Sometimes called Step Therapy.) This program requires that other drug therapies have already been tried unsuccessfully for certain medications such as (but not limited to) Singular and Oxycontin. (The system will automatically review previous claims history to make sure that the necessary criteria are met prior to adjudication.)
 - v. Eliminate some dispensing loopholes (e.g., Retin-A for adults for cosmetic reasons).
 - vi. Move all non-sedating antihistamines (e.g., Clarinex, Allegra) AND PPI’s (e.g., Prilosec, Aciphex) to third tier. (Bestseller in both categories has gone over the counter (OTC)).
3. MAIL ORDER

Mail Order co-payments continue at two times retail pharmacy, i.e., \$10, \$30, and \$60 for 90-day supply:

- I. The VSP benefit will continue to cover lenses and frames biennially 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 dioper;
or
 - ii. A visual acuity improvement, resulting from the new prescription, of at least one line of the standard eye chart.

Section 2. Life & Disability Insurance

The County will provide, at no cost to the employee, group term life insurance in a policy amount of \$10,000 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 3. Retiree Health Premium Supplement Program

- A. Effective July 8, 2006, the employee contribution rate for the Program will increase to 1.62% of base salary.
- B. For the fiscal year beginning on July 1, 2007, the County contribution to the Program will increase to a base line amount of three million dollars (\$3,000,000)
- C. The parties agree to continue to exclude from the Premium Supplement Program those employees who, because of age at time of employment (45 years old and over), could never receive a benefit.
- D. The Premium Supplement Program shall include the following: (a) the maximum qualifying criteria will change to age 50, with 20 years of County service, as defined in the plan document, and the benefit shall increase by ten percent (10%) per years of service so that 25 years of service will qualify for 100% of the available benefit; and (b) any employee with five or more years of County service who retires, 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.
- E. **County shall hold a thirty (30) day limited opt-out period, within thirty (30) days of the date the Board of Supervisors approves this MOU, in order to allow employees represented by the Association a one-time opportunity to opt out of the Premium Supplement Program in accordance with the terms and conditions determined by the County.**

Section 4. Retirement

- A. The County agrees to continue to provide retirement benefits in accordance with Resolution Number 2004-436, which adopted the 3% @60 benefit formula for general members of KCERA, except as provided below.
- B. All employees who were hired by the County prior to February 8, 2005 (hereafter "pre-February, 2005 employees") with five or more years of service shall not be required to pay their normal contributions to retirement and the County shall pay one hundred percent (100%) of those employees' normal

contributions except as provided below. As used in this subsection and subsection C below, the term “years of service” shall mean years of service as calculated by the Kern County Employees’ Retirement Association Board of Retirement in determining eligibility for retirement. Effective July 8, 2006, pre-February, 2005 employees with five or more years of service shall commence paying contributions as follows: On July 8, 2006, each pre-February, 2005 employee with five or more years of service shall contribute three percent (3%) of the employee’s compensation earnable, not to exceed one hundred percent (100%) of the employee’s normal contribution. On the first day of the first payroll period of each subsequent fiscal year during the term of this MOU (i.e., July 7, 2007 and July 5, 2008), each such employees’ contribution shall increase an additional three percent (3%) of the employee’s compensation earnable (i.e., 6% in fiscal year 2007-08 and 9% in fiscal year 2008-09) but in no event shall any employee’s contribution exceed one hundred percent of the employee’s normal contribution.

- C. Pre-February 2005 employees with less than five years of service shall pay one hundred percent (100%) of the employees’ normal contribution to retirement, until they have attained five years of service at which point those employees shall no longer be required to make their normal contribution to retirement and the County shall pay one hundred percent (100%) of those employees’ normal contributions except as provided below. Effective July 8, 2006, pre-February, 2005 employees with less than five years of service shall continue to pay one hundred percent (100%) of the employees’ normal contribution to retirement until they have attained five years of service at which point the employee shall contribute as follows: (1) If such an employee attains five years of service in fiscal year 2006-07, upon achieving five years of service, the employee shall contribute three percent (3 %) of compensation earnable during the remainder of fiscal year 2006-07 and that amount shall increase to six percent (6%) of compensation earnable on the first day of the first payroll period in fiscal year 2007-08 and thereafter increase to nine percent (9%) on the first day of the first payroll period in fiscal year 2008-09; (2) If such an employee attains five years of service in fiscal year 2007-08, upon achieving five years of service, the employee shall contribute six percent (6 %) of compensation earnable during the remainder of fiscal year 2007-08 and that amount shall increase to nine percent (9%) on the first day of the first payroll period in fiscal year 2008-09; (3) If such an employee attains five years of service in fiscal year 2008-09, upon achieving five years of service, the employee shall contribute nine percent (9%) of compensation earnable. Notwithstanding the foregoing, in no event, shall an employee contribute more than one hundred percent of their normal contribution to retirement and, upon expiration of the term of this MOU (i.e., June 30, 2009), all pre-February 2005 employees shall contribute nine percent (9%) of compensation earnable or one hundred percent of the employee’s normal contribution to retirement, whichever is less. The County shall not modify this subsection or subsection (B) above unless such modification is agreed to in a subsequent MOU.
- D. 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. Notwithstanding subsections (B) and (C), 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.
- E. Employees’ normal contributions to retirement shall be calculated in accordance with Government Code section 31621.8.
- F. 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 Kern County Employee’s Retirement Association (“KCERA”) and the Government Code.
- G. 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. Except as provided in subsection “C” above, 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.

- H. Employees who, in good faith, have designated an effective date of retirement from County service may rollover their accumulated vacation and sick leave balances to the KCERA no earlier than three (3) months prior to the designated date of retirement. This rollover shall be for the 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.
- I. 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 his/her department head no later than April 1st prior to the fiscal year in which the employee intends to rollover such amounts. The department head may, in his/her sole discretion, waive the April 1st filing deadline for any employee.
- J. County and KCPA agree to reopen negotiations in the event the County and CCAPE agree to a lower retirement tier for new employees. Negotiations shall commence within ten (10) days of written notice to KCPA that an agreement with CCAPE has been achieved. In the event negotiations are reopened as indicated above, and the County and KCPA are unable to agree to a lower retirement tier for new employees by the end of the fiscal year, this MOU shall automatically terminate, effective on the last day of the fiscal year in which the reopened negotiations commences, notwithstanding any other term or condition of this MOU. Without limiting the generality of the foregoing, employees governed by this MOU shall not be entitled to any salary increase(s) contained in this MOU due to take effect following the automatic termination of the MOU as described above.

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 in Fiscal Years 2005-06, 2006-07 or 2007-08, 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 time lines involved in this program, the parties agree to the following procedure for the resolution of any disputes that may arise from application of this MOU.

1. A five (5) person panel comprised of the Assistant County Administrative Officer, the Employee Relations Officer, the Director of Personnel (or, in his absence, the Assistant Director), the District Attorney or Director of Child Support Services, or his 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 his or her complaint in writing to the Assistant County Administrative Officer, who will call a meeting of the above defined panel.
3. The complainant and his or her representative may appear before the panel and present relevant evidence and/or argument to support his or her 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 his/her privately owned vehicle shall be reimbursed at the allowable federal rate for income tax purposes for miles traveled in the course of County business. Per diem expenses for food and lodging are set forth in the County 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, unreimbursed 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

- A. The County may provide expense reimbursement of up to \$700 per employee per calendar year for attendance at continuing legal education programs, for membership in local or specialized Bar Association and/or for the purchase of approved educational materials including, but not necessarily limited to; books, audio/video tapes, software programs.
- B. Said Professional Development training, Bar Association memberships and/or educational materials must have the prior approval of the District Attorney or Director of Child Support Services or his designee. Said approval shall not be unreasonably refused.
- C. Except for the \$700 limit, education training and travel to training shall be handled like all other authorized County travel/training.
- D. Travel expense reimbursements shall be made in compliance with Article IX, Section 7.

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 his/her immediate supervisor. In those circumstances where the nature of the complaint involves the immediate supervisor, the employee may informally discuss the complaint with the next higher level of supervision, provided prior notification is given the immediate supervisor by the employee. Such initial discussion shall precede the use of the formal grievance procedure. If the supervisor fails to reply to the employee within five (5) days of the meeting, or if the employee is not satisfied with the decision, the employee may utilize the formal grievance procedure.

Grievance forms are available in the department for this purpose.

FORMAL GRIEVANCE PROCEDURE

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

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

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

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

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

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

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

If the employee is not satisfied with the decision of the CAO or designee, the employee may submit the grievance to advisory arbitration by written request to the County Administrative Officer 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 himself/herself 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.

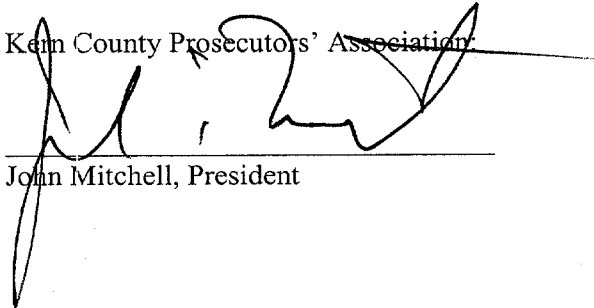
The arbitrator shall be requested to submit his/her decision within thirty (30) days from the close of the hearing.

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.

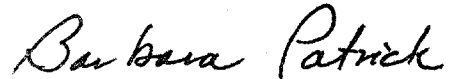
This MOU entered into and signed this 14~~th~~ day of November 2006.

Kern County Prosecutors' Association:

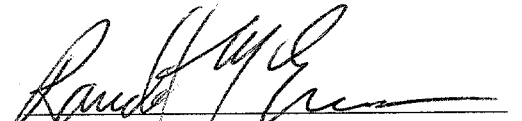


John Mitchell, President

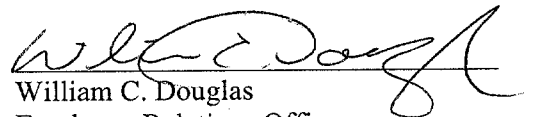
COUNTY OF KERN:



Barbara Patrick, Chairman
Board of Supervisors



Ronald M. Errea
County Administrative Officer



William C. Douglas
Employee Relations Officer