

MEMORANDUM OF UNDERSTANDING
FOR JOINT SUBMISSION TO
THE KINGS COUNTY BOARD OF SUPERVISORS
AND
KINGS COUNTY DETENTION DEPUTY ASSOCIATION

May 20, 2014 through December 31, 2016

BY AND BETWEEN

AUTHORIZED REPRESENTATIVES OF
KINGS COUNTY
(hereinafter "County")

AND

AUTHORIZED REPRESENTATIVES OF
K.C.D.D.A.
(hereinafter "Union")

Memorandum of Understanding
County of Kings
Kings County Detention Deputy Association

TABLE OF CONTENTS

ARTICLE 1 PREAMBLE	1
ARTICLE 2 RECOGNITION	1
ARTICLE 3 PAYROLL DEDUCTION.....	1
ARTICLE 4 FULL UNDERSTANDING.....	1
ARTICLE 5 CURRENT CHANGES IN TERMS AND CONDITIONS	2
ARTICLE 6 WAIVER OF APPEAL	2
ARTICLE 7 SAVINGS.....	2
ARTICLE 8 STEWARDS RELEASE TIME	2
ARTICLE 9 NO STRIKE -- NO LOCKOUT	2
ARTICLE 10 COUNTY RIGHTS	3
ARTICLE 11 GRIEVANCE PROCEDURE (SEE APPENDIX A).....	4
ARTICLE 12 SICK LEAVE.....	4
ARTICLE 13 RETIREE HEALTH BENEFIT	5
ARTICLE 14 ABSENCE DUE TO DEATH IN FAMILY	6
ARTICLE 15 VACATION	6
ARTICLE 16 HOLIDAYS	7
ARTICLE 17 OVERTIME COMPENSATION.....	8
ARTICLE 18 COMPENSATORY TIME OFF	9
ARTICLE 19 MILEAGE REIMBURSEMENT	9
ARTICLE 20 MEALS REIMBURSEMENT	9
ARTICLE 21 CALL BACK PAY.....	10
ARTICLE 22 STANDBY PAY	10

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Kings County Detention Deputy Association

TABLE OF CONTENTS (cont'd)

ARTICLE 23 FAMILY ILLNESS LEAVE	10
ARTICLE 24 UNIFORM ALLOWANCE	11
ARTICLE 25 DISABILITY INSURANCE (S.D.I.).....	12
ARTICLE 26 HEALTH/DENTAL/OPTICAL PLAN.....	12
ARTICLE 27 EMPLOYEE ASSISTANCE PROGRAM.....	13
ARTICLE 28 RETIREMENT	13
ARTICLE 29 BILINGUAL PAY.....	15
ARTICLE 30 LAYOFF PRIVILEGES	16
ARTICLE 31 SALARY	17
ARTICLE 32 TERM	17
ARTICLE 33 BODY ARMOR	17
ARTICLE 34 DISCIPLINE OF DETENTION OFFICERS.....	18
ARTICLE 35 DIRECT DEPOSIT	18
APPENDIX A (GRIEVANCE PROCEDURE)	20
APPENDIX B (ADMINISTRATIVE APPEAL PROCEDURE).....	23

ARTICLE 1 PREAMBLE

Representatives of the County of Kings and representatives of the Kings County Detention Deputy Association have met and conferred in good faith and have mutually agreed as a result of that process to recommend to the Kings County Board of Supervisors and the membership of K.C.D.D.A. adoption of this Memorandum of Understanding and implementation of its terms and conditions of employment.

ARTICLE 2 RECOGNITION

Pursuant to the provisions of the County's Employer-Employee Relations Resolution, the County has recognized Kings County Detention Deputy Association, hereinafter shown as K.C.D.D.A., as the exclusive representative of all County Employees in the detention employees' bargaining unit excluding extra-help employees. Classifications included in the bargaining unit are:

- Detentions Technician I/II
- Senior Detentions Clerk
- Detentions Deputy I/II
- Senior Detentions Deputy
- Detentions Sergeant

ARTICLE 3 PAYROLL DEDUCTION

It is understood and agreed by the parties that, pursuant to Article III, Section 12, of the Employer-Employee Relations Policy, the Union has the right to payroll deduction of membership dues and insurance premiums upon written authorization by the affected employee. Such deductions shall be made bi-weekly and forwarded to the Union.

The County agrees to conduct an Agency Fee election upon submission of a petition by the Association indicating 30 percent of the membership is in favor.

ARTICLE 4 FULL UNDERSTANDING

The Union and the County agree that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter within the scope of bargaining and that this present document represents the full and complete understanding and agreement of the parties on terms and conditions of employment specifically addressed herein.

ARTICLE 5 CURRENT CHANGES IN TERMS AND CONDITIONS

It is understood and the parties agree that the only changes in terms and conditions of employment intended at this time are those specifically provided herein.

ARTICLE 6 WAIVER OF APPEAL

It is understood and agreed that the waiver of appeal of any breach of any term or condition of employment, by either party, shall not constitute a precedent in the future enforcement of all its terms and provisions.

ARTICLE 7 SAVINGS

If any article or section of this Agreement, or any addition thereto, should be held invalid by operation of law, or by any court of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such court, the remainder of the Agreement shall not be affected thereby, and the parties shall immediately begin the meet and confer process for the purpose of arriving at a mutually satisfactory replacement for such invalid or restrained article or section.

ARTICLE 8 STEWARDS RELEASE TIME

It is understood by the County and the Association that good organization, competent leadership, and well-informed representatives for both Management and Labor improve the employer-employee relationship and the communication process. Further, it is understood and agreed that morale and job performance may be directly related to a healthy, balanced, and mutually respectful employer-employee relationship.

Consistent with the foregoing, it is therefore agreed that the Union may designate three (3) shop stewards who will be granted three (3) hours per month of release time with prior authorization to attend meetings of the K.C.D.D.A. These employees shall be released on the same day as designated by the Association. Such release time may not be accumulated from month to month; employees who are sick or otherwise absent from work waive their right to release time. An additional 80 hours annually may be granted for training association officers and stewards. The training will be authorized by the Association President and recommended to the department for approval. These hours will not accumulate from year to year.

ARTICLE 9 NO STRIKE -- NO LOCKOUT

During the term of this Memorandum of Understanding, K.C.D.D.A., its staff, elected officials, agents and members agree that they shall neither encourage

nor engage in any strike, work stoppage, slowdown, sick-out, or other concerted refusal to work for or against Kings County.

In the event of a violation of this agreement, K.C.D.D.A. agrees to contact the offending party, notify them that they are in violation of the agreement, and that their actions are not supported by the Union. K.C.D.D.A. agrees to use whatever authority it may possess at the time to halt any such violation.

Union members who violate this policy shall be subject to discharge or other discipline by the County without recourse to the appeals procedure except as to the question of whether the employee participated in the prohibited activity.

Any violation of this agreement by any person not an employee of the County but acting as an agent or representative of K.C.D.D.A. shall be grounds for Kings County to withdraw the Union's payroll deduction privilege.

The County shall not lockout employees.

ARTICLE 10 COUNTY RIGHTS

Except as otherwise specifically provided in this Agreement, subject to the Meyers Milias Brown Act (MMBA), the County has and retains the sole and exclusive rights and functions of management, including, but not limited to, the following:

- a. To determine the nature and extent of services to be performed, as well as the right to determine and implement its public function and responsibility.
- b. To manage all facilities and operations of the County, including the methods, means and personnel by which County operations are to be conducted.
- c. To schedule working hours and assign work.
- d. To establish, modify or change work schedules or standards.
- e. To direct the working forces, including the right to hire, assign, promote, demote or transfer any employee.
- f. To determine the location of all plants and facilities.
- g. To determine the layout and the machinery, equipment or materials to be used.
- h. To determine processes, techniques, methods and means of all operations, including changes or adjustments of any machinery or equipment.
- i. To determine the size and composition of the workforce.
- j. To determine policy and procedures affecting the selection or training of employees.

- k. To establish, assess and implement employee performance standards including, but not limited to, quality and quantity standards; the assessment of employee performance; and the procedures for said assessment.
- l. To control and determine the use and location of County property, material, machinery and/or equipment.
- m. To schedule the operation of and to determine the number and duration of shifts.
- n. To determine safety, health and property protection measures.
- o. To transfer work from one job to another or from one plant or unit to another.
- p. To introduce new, improved or different methods of operation or to change existing methods.
- q. To lay off employees from duty for lack of work, lack of funds or any other reason.
- r. To reprimand, suspend, discharge or otherwise discipline employees.
- s. To establish, modify, determine, or eliminate job classifications.
- t. To promulgate, modify and enforce work and safety rules and regulations.
- u. To take such other and further action as may be necessary to organize and operate the County in the most efficient and economical manner and in the best interest of the public it serves.
- v. To contract or subcontract construction, services, maintenance, distribution or any other work with outside public or private entities.

ARTICLE 11 GRIEVANCE PROCEDURE (See Appendix A)

ARTICLE 12 SICK LEAVE

- a. All regular full-time and regular part-time employees hired prior to September 1, 2000 shall be entitled to point zero-four-six-one-five-four (.046154) hours of sick leave with pay for each hour of the actual hours of regular employment.
- b. All regular full-time and regular part-time employees hired on or after September 1, 2000 will accrue sick leave as follows:

<u>Service Hours</u>	<u>Hours Earned</u>	<u>Sick leave earned at the rate of (based on hours worked)</u>
0 - 10,400	80 (10 days)	.038462
10,401 - 20,800	88 (11 days)	.042308
20,801 +	96 (12 days)	.046154

ARTICLE 13

RETIREE HEALTH BENEFIT

- a) Employees hired after September 1, 2000, who retire in good standing from P.E.R.S. at the time of their separation from Kings County employment will receive a percentage of the dollar value of accrued sick leave (at time of retirement) put into an “account” to be used toward Kings County health insurance premiums only, at a rate not to exceed the family option per month until the employee, and/or spouse if covered, is eligible (by age) for Medicare or the money runs out, whichever is first. The retiree health benefit percentage shall be as follows:

<u>Service Hours</u>	<u>Percent of compensation (based on hours) Health Benefit</u>
20,801 – 31,200	25%
31,201 – 41,600	35%
41,601 and over	45%

To qualify for the retiree health benefit the employee and any dependents to be covered must be enrolled in the County’s existing health benefit plan at the time of the employee’s separation from County service. Health benefit payments may be used toward coverage for the employee’s dependents only as long as the dependent(s) is eligible for coverage under the plan, has not reached Medicare age and, in the case of children, only to the age permitted under the plan contract as dependent children. If the employee dies after retirement (or while still employed in good standing) prior to Medicare age and there is money remaining in the account, the employee’s spouse or covered dependent(s) may continue to use the account toward Kings County health insurance premiums only, within COBRA guidelines, if eligible as stated above. Any balance in the account remains property of County.

- b) Employees hired prior to September 1, 2000, shall be allowed a one time irrevocable election to decide whether to receive the retiree health insurance option or cash as follows:

<u>Service Hours</u>	<u>Percent of Compensation (based on hrs) Cash</u>	<u>OR</u>	<u>Percent of compensation (based on hrs) Health Benefit</u>
10,401 – 41,600	25%		40%
41,601 and over	30%		50%

To qualify for the sick leave payout benefit (cash or retiree health) the employee and any dependents to be covered must be enrolled in the County’s existing health benefit plan at the time of the employee’s separation in good standing from County service. Decision to accept cash or the health benefit option must be made in writing to the County Auditor/Controller not later than 14 days after separation in good standing as a result of resignation, layoff or retirement. In the event of death of an

eligible employee (while still employed in good standing), the qualifying eligible dependent(s) shall make a determination of either cash or the health benefit option within 30 days of the death of the employee.

If employee elects the cash option, the employee will receive the benefit if the employee separates in good standing as a result of resignation, layoff, retirement or death.

If employee elects the health benefit option, the County will pay up to the family option per month toward the employee's health insurance premium until the employee, and/or spouse if covered, is eligible (by age) for Medicare or the money runs out whichever is first. Health benefit payments may be used toward coverage for the employee's dependents only as long as the dependent(s) is eligible for coverage under the plan; has not reached Medicare age and, in the case of children, only to the age permitted under the plan contract as dependent children. If the employee dies prior to Medicare age and there is money remaining in the account, the employee's dependent(s) may continue to use the account within COBRA guidelines, if eligible as stated above. In case of death, if COBRA benefits expire leaving a balance in the account the balance will be paid to the dependent(s). In all other instances, any balance in the account remains property of County.

ARTICLE 14 ABSENCE DUE TO DEATH IN FAMILY

Whenever any regular full-time or regular part-time employee is compelled to be absent from duty by death in the employee's immediate family, accumulated sick leave with pay, up to forty (40) regular working hours may be granted by the department head. Satisfactory proof of death may be required at the discretion of the department head for any use of bereavement leave.

Immediate family, for the purposes of this section, is defined as follows:

- Children (or Legal Ward)
- Parents
- Grandchildren
- Grandparents
- Brothers
- Sisters
- Spouse

Whether by blood or marriage or adoption.

ARTICLE 15 VACATION

The County Personnel Rules which pertain to vacation entitlement (Section 7011.1) and vacation carry over limits (Section 7011.2) shall be amended or deleted to be consistent with the following provision:

1. An eligible employee may accrue vacation at the appropriate rate applicable to the employee's length of service (2080 hours of actual service as

defined in the County Personnel Rules equals one year) until the employee reaches one of the following accrued hours of vacation limits:

<u>Hours of Actual Service</u>	<u>Maximum Vacation Accumulation Limits</u>
0 to 10,400 hours	192 hours
10,401 to 31,200 hours	240 hours
31,201 hours and over	320 hours

- a. Once the appropriate accumulation limit has been reached, the employee shall cease to earn additional vacation until the employee's accumulated vacation balance falls below the limits listed above.
2. The department head may permit employees in positions that require a one-year probation to take up to five days of vacation upon completion of six months of service provided that the employee has a current performance evaluation with an overall rating of satisfactory or above.

Upon satisfactory completion of probation, any days taken of approved vacation leave shall be debited from the employee's vacation account. Employees with overall performance evaluations of less than satisfactory shall not be permitted to take vacation until they have completed probation and begin to accrue vacation. For purposes of eligibility to receive vacation leave under this section, an employee's performance will be presumed to be satisfactory if there is no current performance evaluation.

ARTICLE 16 HOLIDAYS

The following provisions of this Article are the entire policies and procedures affecting holidays provided Unit Employees:

1. The days established as holidays are:
 - January 1, New Year's Day
 - Third Monday in January, Martin Luther King Day
 - Third Monday in February, Presidents Day
 - Last Monday in May, Memorial Day
 - July 4, Independence Day
 - First Monday in September, Labor Day
 - November 11, Veterans Day
 - The day designated as Thanksgiving Day
 - The day following Thanksgiving Day
 - The working day before the day observed as Christmas Day,
from 12:00 noon to 5:00 p.m.
 - December 25, Christmas Day
 - The working day before the day observed as New Year's Day,
from 12:00 noon to 5:00 p.m.
 - Such other days as the Board of Supervisors may determine by resolution.
2. Nothing herein shall prevent the head of any department or institution which by reason of the nature of the service must remain open on holidays, from requiring employees thereof to work on any holiday.

3. Any employee who is required to work, by reason of the nature of the service of the department or by reason of a regularly scheduled workweek other than Monday through Friday, on a day which is a holiday for employees working a regularly scheduled workweek of Monday through Friday, shall be compensated for the holiday at the employee's regular rate of pay for such day had the day not been a holiday. It is the intent of this section to grant the same holidays or compensation therefor to all employees equally.
4. When a holiday established by this article falls on a Saturday, the proceeding Friday shall be deemed to be the holiday in lieu of the day observed.
5. When a holiday established by this article falls on a Sunday, the following Monday shall be deemed to be the holiday in lieu of the day observed.
6. Part-time employees shall be credited with holiday pay in the same ratio that their regular part-time service bears to regular full-time service.
7. An additional eight (8) hours shall be added, in a lump amount, to each covered employee's vacation account on or around the first full pay period in July of every year. This time shall not become vested until added to the account.

ARTICLE 17 OVERTIME COMPENSATION

1. The County will pay an amount equal to time and one-half over and above the current hourly rate of pay for an employee required to work in excess of eight (8) hours per work shift or an approved alternate longer regular work-shift. All employees shall receive FLSA overtime consistent with existing law.
2. For non-law enforcement personnel overtime shall be computed at a rate equal to one and one-half (1 and 1/2) times the employee's regular hourly rate for authorized hours worked in excess of forty (40) hours per work week. A workweek is defined as seven (7) consecutive calendar days, Monday through Sunday.
3. For law enforcement personnel (i.e. deputy classifications) overtime shall be computed at a rate equal to one and one-half (1 and 1/2) times the employee's regular hourly rate for authorized hours worked in excess of 80 in a 14 day work period.
4. Only hours worked shall be counted as time worked for purposes of computing time and one-half overtime, except that hours paid for pre-approved vacation, comp-time, and holidays shall be counted as hours worked for purposes of computing overtime. Sick leave, and vacation in-lieu and comp-time in-lieu of sick leave shall not count as hours worked.
5. It is specifically understood that overtime does not apply to unauthorized hours of work or standby time.
6. All overtime worked shall be either paid on the payday following the work period in which it was earned, or accumulated to be taken off as compensatory time.

ARTICLE 18 COMPENSATORY TIME OFF

- A. Compensatory time is any time which may be taken off by an employee in lieu of cash payment for hours worked beyond the normal work period. Compensatory time is accrued at the same rate as overtime. All time to be taken as compensatory time is to be formally recorded. Compensatory time off shall be administered in the same manner as vacation time.
- B. When requesting time off, the employee may elect to use either accrued compensatory time or accrued vacation. The maximum amount of accrued compensatory time shall not exceed 80 hours. Employees shall not request to accrue compensatory time that will cause them to exceed an 80 hour compensatory time balance. If an employee exceeds 80 hours accrued compensatory time, the hours above 80 shall be cashed out upon notification to the Finance Department.

ARTICLE 19 MILEAGE REIMBURSEMENT

Employees may be required to use personal vehicles for travel in performance of their duties. In this case, the mileage shall be reimbursed at the current rate allowed by the U.S. Internal Revenue Service.

ARTICLE 20 MEALS REIMBURSEMENT

(See Section 10-15 of Policy and Procedures Manual - listed for reference purposes only).

Employees may be required to purchase meals while traveling in performance of their duties. Employees will be reimbursed based on Section 10-15 of the Policy and Procedure Manual.

ARTICLE 21 CALL BACK PAY

The County will compensate employees for a minimum of three (3) hours at the overtime rate when they are called back for active duty and have previously departed the worksite. Minimum "call-back" shall not apply to work which is by phone, computer, or is otherwise accomplished without requiring the employee to physically travel to the worksite. When an employee is called or otherwise contacted while off-duty to handle work over the phone or by computer, the employee shall be compensated for one-half (1/2) hour straight time pay (equals 20 minutes at 1.5 overtime rate) or actual time spent on the call, computer or otherwise performing authorized overtime work which does not require the employee to physically travel to the worksite, whichever is greater.

ARTICLE 22 STANDBY PAY

Upon ratification of contract, employees shall receive two dollars, (\$2.00) for each hour of formally assigned standby time. Standby time shall be defined as that time other than the normal duty shift during which an employee is required to remain available for call and ready for duty. Employees shall be assigned standby for no less than twelve (12) hours.

Employees in the Transportation Unit only shall receive two dollars and twenty-five cents (\$2.25) for each hour of formally assigned standby time.

Employees shall not receive standby pay for any hours the employee is paid to work, whether on a straight time or overtime basis.

ARTICLE 23 FAMILY ILLNESS LEAVE

An employee shall be permitted to use in any calendar year the employee's accrued and available sick leave entitlement, in an amount not less than the sick leave that would be accrued during six months at the employee's then current rate of entitlement, to attend to an illness of a child, legal ward or guardian, parent, registered domestic partner or spouse of the employee. All conditions and restrictions placed by the County upon the use by an employee of sick leave shall also apply to use by an employee of sick leave to attend to an illness of his or her child, parent, registered domestic partner or spouse. This article does not extend the maximum period of leave to which an employee is entitled under Section 12945.2 of the Government Code or under the Family Medical Leave Act of 1993, regardless of whether the employee receives sick leave compensation during that leave. {See Article 12 for sick leave accrual rates}

Employees shall indicate requests for family illness leave on an appropriate County form prior to approval. All time utilized as family illness leave shall be formally recorded.

ARTICLE 24 UNIFORM ALLOWANCE

1. All employees required to wear a uniform by the County shall receive a uniform allowance paid directly to the employee. Effective May 12, 2014 only the initial uniform allowance paid to new employees shall be paid in a lump sum. Employees who voluntarily terminate within the first 90 days after receiving their initial allowance shall be required to reimburse the County for one-half of their initial allowance. Those who voluntarily terminate during the second 90 days after receiving their initial allowance will be required to reimburse the County for one-quarter of the allowance.
2. Effective May 12, 2014 eligible employees who are on the regular County payroll in paid status shall receive the annual uniform allowance as follows: Employees will be paid 1/26 of the annual allowance each pay period in paid status. The uniform allowance shall not be paid for any pay period the employee is in unpaid status the entire pay period. The annual allowance

amounts are as follows: (the FY13/14 uniform allowance increase will be effective upon ratification and prorated):

	<u>7/1/14</u>
Detentions Deputy I/II	\$850
Senior Detentions Deputy	\$850
Detentions Sergeant	\$850
Detentions Technician I/II	\$200

3. The County agrees to reimburse for the cost of uniforms that are damaged during duty hours, providing that the employee made a reasonable effort to safeguard the uniform. Reimbursement will be based upon the replacement value of the item, based upon its current cost. Such reimbursement shall be made within thirty (30) days from the date of submission of the claim by the employee and related required reports to the Department.

4. For employees hired on or after January 1, 2013 and designated as "new members" to CalPERS, any uniform allowance will not be subject to PERS pursuant to AB 340/SB197 (pension reform).

ARTICLE 25 DISABILITY INSURANCE (S.D.I.)

The County has contracted for State Disability Insurance for all employees. Premiums for this insurance are employee paid and all employees must participate.

ARTICLE 26 HEALTH/DENTAL/OPTICAL PLAN

Employees who elect to use a Health Plan offered by the County must continue to participate in the Dental and Optical plans and must remain in that plan until the open enrollment period of the plan. Employees electing to pretax their insurance will not be allowed to drop insurance coverage except at open enrollment unless the employee has a qualifying status change.

- A) Based on 24 pay periods annually, the County contribution to the Health and Dental/Optical Plan, which may include Point of Service (POS) or Preferred Provider (PPO) health insurance, shall be as follows effective June 1, 2014:

Health/Dental/ Vision Plan level	County Monthly Contribution	Monthly Reserve Contribution
Single	\$352.66	\$2.56
Two-Party	\$642.18	\$4.68
Family	\$966.30	\$7.04

Dental/Vision Only (1)	County Monthly Contribution	Monthly Reserve Contribution
Single	\$27.96	\$0
Two-Party	\$52.50	\$0
Family	\$82.58	\$0

(1) This benefit tier is for employees who can demonstrate they are covered for health insurance through the military.

For the FY 2014-15 plan year (implemented in June 2014), the parties agree to use up to \$500,000 from the Health Insurance Reserve fund to offset any cost increases to the overall plan that have been recommended by the Medical Insurance Committee and approved by the Board of Supervisors. If any portion of the \$500,000 is unspent for this purpose in FY 14-15, it can be applied to the FY 15-16 renewal year (implemented in June 2015). No more than a total of \$500,000 will be used from reserves for this purpose over the two plan years. If the cost increases exceed this amount during the term of this agreement, the increases in the premium amount will be split 50/50 between the employer and employee. At the expiration of this contract, absent a successor agreement, the employee is responsible for paying 100 percent of any premium increases.

B) The County and Association agree that meet and confer discussions regarding the structure of the medical/dental/optical insurance coverage's shall take place each year through the Joint County/Employee Medical Insurance Committee. The Committee shall consist of one representative from each bargaining unit (except for the General Unit which has three) and the County. If any changes are needed to the structure of the plan, a good faith effort will be made to make such recommendations to the Board of Supervisors by April 15 of that year. The County's contribution toward medical/dental/optical premiums are set in this Article above.

ARTICLE 27 EMPLOYEE ASSISTANCE PROGRAM

The County will contract for an employee assistance program (EAP) which will provide the equivalent to a maximum of six visits per year for assessment, diagnosis, short-term consultation and referral to the most appropriate community resources for employees and dependents. Employees may voluntarily utilize the program or, with just cause, may be involuntarily referred by the Department Head. The Medical Insurance Committee described in Article 26 shall advise the County on plan design and selection of providers.

Miscellaneous Non-Safety Employees:

1. New Members – Employees hired on or after January 1, 2013 and designated as “new members” to CalPERS are eligible for the PERS 2% at 62 Miscellaneous Plan pursuant to AB 340/SB197 (Pension Reform Act 2013). These employees pay the entire employee contribution rate reviewed and set annually by CalPERS, currently 6.25% of salary. Such payment shall vest to the employee.
2. Classic Members – County employees hired prior to January 1, 2013, or those hired on or after that date that are not designated as “new members” to CalPERS by the Pension Reform Act of 2013, are eligible for the 2% at 55 Miscellaneous Plan. These employees pay the entire employee contribution of 7.0% of salary. Such payment shall vest to the employee.
 - a) The 2% at 55 Plan has been modified to also include the following optional benefits: One-Year Final Compensation and Military Service Credit.
 - b) The Miscellaneous Plan has also been modified as follows. Bargaining unit employees shall have, at their option, the ability to: (1) apply to PERS for retirement service credit for their unused sick leave balance, OR (2) the option to implement the applicable provisions of Article 39 below (Retiree Health Insurance).

Safety Employees:

1. New Members – Employees hired on or after January 1, 2013 and designated as “new members” to CalPERS are eligible for the PERS 2.7% at 57 Safety Plan pursuant to AB 340/SB197 (Pension Reform Act of 2013). These employees pay the entire employee contribution rate reviewed and set annually by CalPERS, currently 10.75% of salary. Such payment shall vest to the employee.
2. Classic Members – County employees hired prior to January 1, 2013, or those hired on or after that date that are not designated as “new members” to CalPERS by the Pension Reform Act of 2013, are eligible for the 3% at 55 Safety Plan, which became effective 4/1/02. These employees pay the entire 9% of salary PERS employee contribution. Such payment shall vest to the employee.
 - a)The 3% at 55 Plan has been modified to also include the following optional benefits: One-Year Final Compensation and Military Service Credit.

ARTICLE 29

BILINGUAL PAY

Bilingual employees assigned to public or inmate contact positions shall be entitled to Level I Conversational bilingual compensation in the amount of \$25.00 per pay period where the use of bilingual skills constitutes at least fifty percent (50%) of their productive time. Employees shall be required to pass a department selected bilingual verbal proficiency examination. Bilingual employees assigned to public or inmate contact positions may be entitled to Level II Advanced bilingual compensation in the amount of \$50.00 per pay period where the use of bilingual skills constitutes at least fifty percent (50%) of their productive time, includes the use of advanced bilingual skills, and the employee has passed the corresponding County selected bilingual proficiency examination. For purposes of determining the 50% criteria at both levels, contact with inmates (including monitoring, detaining and transporting) that are monolingual in the language in which the employee is bilingual shall be applied to the 50% criteria.

Bilingual pay requires approval by the Human Resources Director upon request of the department head. Where necessary, job audits may be conducted to determine whether the fifty percent criterion is being met. For highly specialized or highly technical situations, or where the job knowledge is critical to ensuring that competent and accurate translation is available on an on call or as needed basis, and upon request of the Department, the County Administrative Officer may waive the percentage requirements. Employees receiving bilingual pay may be required to use their bilingual ability to assist other departments within the County. Regardless of certification, all employees shall use any language skills they possess to the best of their ability. The Sheriff retains the right to assign employees and/or reassign employees based on organizational needs.

Employees receiving Level II Advanced bilingual compensation shall not be entitled to receive Level I Conversational bilingual compensation. Employees that translate for more than one language are not eligible to receive additional bilingual compensation for the additional language(s). Bilingual pay shall be terminated if the Department determines that the percentage or level of bilingual services provided by the employee falls below the established criteria for compensation, or the employee fails to pass a proficiency examination, or the department determines that the employee fails to demonstrate satisfactory performance in providing bilingual services. Bilingual pay shall be terminated and a new request for bilingual compensation may be submitted if employee is demoted, promoted or transferred. The decision of the Human Resources Director regarding the granting and termination of bilingual payment shall be final and shall not be subject to appeal or grievance procedures. When a part-time employee is assigned bilingual duties, the bilingual pay shall be prorated.

ARTICLE 30 LAYOFF PRIVILEGES

- A. At the employee's discretion, an employee affected by layoff may displace an employee in the Sheriff's Office in a class in which the affected employee previously held permanent status in the Sheriff's Office within the previous five years. An employee may only displace the least senior employee within the lower class. Seniority computation for displacement purposes is made on the same basis as for the original layoff.
- B. Any employee laid off shall be placed on a reinstatement list for two years, beginning the effective date of the layoff. Any employee reinstated must pass a fitness-for-duty examination and must meet the current standards of the classification. The employee on the reinstatement list has the responsibility to keep the County informed as to his/her current address. Failure to do so shall result in the loss of reinstatement rights.

ARTICLE 31 SALARY

For all employees in the unit, there will be a 2 range (approximately 2%) salary increase effective May 12, 2014, and a 1 range (approximately 1%) salary increase effective January 4, 2016 (pay period 16-02). In May 2016, the union at its option only, can invoke a re-opener on the sole issue of salary compensation.

ARTICLE 32 TERM

Except where otherwise specifically stated herein, this agreement shall be effective for the period of May 20, 2014-December 31, 2016.

ARTICLE 33 BODY ARMOR

- 1. The County will supply a sufficient number of stab vests for employees to use on an as needed basis.
- 2. The County will provide individual ballistic vests for all employees in the Detention Deputy II classification and above. These employees are entitled to receive a new ballistic vest every five years from the date of manufacture. These employees may choose either a Level II ballistic vest or a Level III bullet resistant vest. The vest shall meet the following criteria: a Level III, bullet resistant wrap around, fitted, with trauma plate and removable cover, or a Level II, ballistic vest, bullet, stab, and slash attack resistant from knives and similar close quarter weapons, wrap around, fitted, soft armor with trauma plate and removable cover.
 - a) The maximum reimbursement is \$700 for either vest. Employees may purchase vests of a higher grade, but must pay the difference in cost.

- b) On replacement vests or for new employees, if the vest is purchased through a County vendor, the County will directly pay for the vest. If the employee chooses to use an alternate vendor, the employee will pay for the vest and be reimbursed by the County up to \$700.
3. Employees shall have their vest immediately available when on shift. Employees assigned to Transportation will be required to wear their vest.

ARTICLE 34 DISCIPLINE OF DETENTION OFFICERS

Whenever an employee in the classification of Detentions Deputy I, II, Senior Detentions Deputy or Detentions Sergeant is subject of a disciplinary investigation, the Peace Officers Procedural Bill of Rights will apply (see Appendix B).

ARTICLE 35 DIRECT DEPOSIT OF PAYROLL CHECKS

All new employees hired on or after date of ratification shall be subject to mandatory participation in the direct deposit of their County payroll checks. Prior to the commencement of employment, any such employee shall complete a direct deposit sign-up/authorization form for the direct deposit of the payroll check.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Memorandum of Understanding the day, month and year first above written.

K.C.D.D.A.
REPRESENTATIVES:

COUNTY OF KINGS AUTHORIZED
REPRESENTATIVES:

Original signatures kept on file

H: MOU/Current/MOU-DDA 2014-16.doc

Memorandum of Understanding
County of Kings
Kings County Detention Deputy Association

APPENDIX A
KINGS COUNTY GRIEVANCE PROCEDURE

Grievance Procedure

This section deals with the County's grievance procedures and methods are hereby established to assure systematic consideration of an individual employee's grievance in the interest of obtaining a fair and equitable solution.

Purpose

A mutual obligation exists between administrative, supervisory and non-supervisory employees of the County of Kings to provide efficient and continuous services to the public. Employee morale is an important factor in maintaining a high level of public service and the administration has a responsibility to provide an orderly and expeditious method for resolving problems which may arise from working relationships and conditions.

Explanation of Rules

1. Except where a remedy is otherwise provided for by State Law, the County Ordinance Code or these rules, any employee shall have the right to present a grievance arising from his/her employment in accordance with the provisions of this procedure.
2. All parties so involved must act in good faith and strive for objectivity, while endeavoring to reach a solution at the earliest possible step of the procedure. The aggrieved employee shall have the assurance that filing of a grievance will not result in reprisal of any nature.
3. The aggrieved employee shall have the right to be represented or accompanied by a person of his/her choice if the complaint is not resolved at the informal level as provided for in Step One of the grievance procedure. This representation may commence when the grievance is presented in writing to the immediate supervisor, as provided in Step Two of the grievance procedure.
4. The processing of a grievance shall be considered as County business, and the employee and his/her representative shall have reasonable time and facilities allocated. The use of County time for this purpose shall not be excessive, nor shall this privilege be abused.
5. Certain time limits in the grievance procedure are designed to quickly settle a grievance. It is realized, however, that on occasions the parties concerned may be unable to comply with the established limitations. In such instances, the limitations may be extended upon the mutual agreement of all parties concerned.

Appendix A
Grievance Procedure

6. Failure of the aggrieved employee to file an appeal within the prescribed time limit for any step of the procedure shall constitute abandonment of the grievance. County management personnel involved shall abide by prescribed time limits.
7. Any person responsible for conducting any conference, meeting, or hearing under the formal grievance procedure shall give due and timely notice to all persons concerned.
8. When two or more employees of the same department experience a common grievance, they may initiate a single grievance proceeding. The initial hearing of the grievance shall be by the immediate supervisor, superior or department head who has the prime responsibility for all of the aggrieved employees. In any event the County retains the right to consider separate grievances together if they concern the same or similar problems.
9. The parties may mutually agree to waive any step of the grievance procedure.

Definitions

These definitions are related to the grievance procedure only and shall be superseded in all other cases by the Definitions Section of these rules.

1. Employee - An individual occupying a position allocated by the Board of Supervisors as part of the regular staffing of the department.
2. Immediate Supervisor - The individual who assigns, reviews or directs the work of an employee.
3. Superior - The individual to whom an immediate supervisor reports.
4. Representative - The person selected by the employee, to appear along with him/her in the presentation of his/her grievance.
5. Department Head - The administrative head of the department involved.
6. Grievance - A complaint of an employee relating to any phase of his/her employment or working conditions except matters that are within the exclusive field of management functions. This shall include, but not be limited to, a disagreement involving the work situation in which an individual employee believes that an injustice has been done because of:
 - a) A deviation from a policy; or,
 - b) The misinterpretation of a policy; or,
 - c) The misinterpretation or misapplication of a Statute, Ordinance or Resolution of the Board of Supervisors relating to the employment of the individual; or,
 - d) A violation of the Memorandum of Understanding.

Appendix A Grievance Procedure

Procedural Steps

1. Step 1 - When an employee becomes aware that dissatisfaction exists with his/her work or work situation, he/she should discuss the matter informally with the immediate supervisor. Initial discussion should be sought by the employee not later than five working days after the alleged grievance occurred or after the employee should reasonably have been aware of the incident causing the grievance. The following provisions relating to formal grievance procedure do not restrict the employee and supervisor from seeking advice and counsel from superiors and department heads when:
 - a) Mutually consented to by employee and supervisor.
 - b) It appears that settlement can be reached at this informal level.
2. Step 2 - If, within five working days, a mutually acceptable solution has not been reached at the informal level, the employee shall submit the grievance in writing to the immediate supervisor's superior. At this point, the grievance hearing process becomes formal and the employee may choose to be accompanied by a representative of his/her choice. After formal hearing, the supervisor's superior will render a written decision within five working days.
3. Step 3 - If the written decision of the superior is unsatisfactory to the employee, the employee may request the grievance be presented to the department head for review. This request must be made within five working days of the receipt of the written decision. The department head will hear the grievance and give a written decision within five working days of the receipt of the formal grievance papers.
4. Step 4 - If the employee is dissatisfied with the decision of the department head, he/she may, within five working days of the receipt of that decision, request that the grievance be presented to the Appeals Board for review. A hearing shall be scheduled within thirty (30) working days from the filing of the appeal unless extended for good cause.

Grievances Confidential

All grievances shall be treated as confidential and no publicity will be given until the final resolution of the grievance.

Memorandum of Understanding
County of Kings
Kings County Detention Deputy Association

APPENDIX B
KINGS COUNTY ADMINISTRATIVE APPEAL PROCEDURE

Appeals of Written Reprimands of Public Safety Officers and Firefighters

A written reprimand is not appealable unless appeal rights are required by law. Pursuant to Government Code Sections 3254(b) and 3304(b), an employee serving as a public safety officer or firefighter who receives a written reprimand shall be entitled to an administrative appeal of the reprimand if they have successfully completed their probationary period. The local rules governing such appeals are as follows:

Appeal of Written Reprimands

Employees must notify their department head in writing of their demand for an administrative appeal within five business days after service of the reprimand. Failure to make a timely written request shall result in the forfeiture of the employee's right to an appeal. Employees shall not be entitled to appeal the reprimand prior to service of the reprimand.

Hearing Officer

The employee's department head or the department head's designee shall serve as the hearing officer for the appeal. No person, including the department head, may sit as a hearing officer if they initiated or actively participated in the decision to issue the written reprimand.

The Hearing

Strict rules of evidence do not apply; the hearing officer may rely on any information produced at the hearing that a reasonable person may consider in making an informed decision.

The individual issuing the reprimand shall have the burden to establish by a preponderance of the evidence that the reprimand was appropriate and reasonable under the circumstances.

The parties may present evidence through documents and testify on their own behalf.

The parties shall not be entitled to confront and cross-examine witnesses.

The proceeding may be recorded at the request of either party.

Employees may be represented by a personal representative or attorney of his or her choice. All costs associated with such representation shall be borne by the employee.

The rules contained herein are the minimum requirements for such hearings. However, the parties may mutually agree at any time prior to the commencement of the hearing to waive any requirements set forth in these rules.

The Decision

Within thirty working days of the hearing, or as otherwise agreed to by the parties, the hearing officer shall issue a written statement of decision and state the evidence relied upon and the basis for the determination.

**SIDE LETTER BETWEEN COUNTY OF KINGS (COUNTY) AND
THE DETENTIONS DEPUTY ASSOCIATION (DDA)
April 2015**

The County and the DDA agree that a 1/10th of an hour rounding rule shall be applied to timekeeping processes for all hourly employees. Therefore the County and the DDA agree to abide by the rounding chart provided as follows in creating and applying work rules relative to rounding in the PeopleSoft Time and Labor module:

Chart to convert Minutes to Tenths of an Hour

Minutes to be Reported	Tenth of Hour Reported	Minutes to be Reported	Tenth of Hour Reported	Minutes to be Reported	Tenth of Hour Reported
1 min.	0.0	21 min.	0.4	41 min.	0.7
2 min.	0.0	22 min.	0.4	42 min.	0.7
3 min.	0.1	23 min.	0.4	43 min.	0.7
4 min.	0.1	24 min.	0.4	44 min.	0.7
5 min.	0.1	25 min.	0.4	45 min.	0.8
6 min.	0.1	26 min.	0.4	46 min.	0.8
7 min.	0.1	27 min.	0.5	47 min.	0.8
8 min.	0.1	28 min.	0.5	48 min.	0.8
9 min.	0.2	29 min.	0.5	49 min.	0.8
10 min.	0.2	30 min.	0.5	50 min.	0.8
11 min.	0.2	31 min.	0.5	51 min.	0.9
12 min.	0.2	32 min.	0.5	52 min.	0.9
13 min.	0.2	33 min.	0.6	53 min.	0.9
14 min.	0.2	34 min.	0.6	54 min.	0.9
15 min.	0.3	35 min.	0.6	55 min.	0.9
16 min.	0.3	36 min.	0.6	56 min.	0.9
17 min.	0.3	37 min.	0.6	57 min.	1.0
18 min.	0.3	38 min.	0.6	58 min.	1.0
19 min.	0.3	39 min.	0.7	59 min.	1.0
20 min.	0.3	40 min.	0.7	60 min.	1.0

If this policy update meets with the Union’s approval, please sign, date and return this document to me no later than April 27, 2015. A fully executed copy will be returned to you for your records.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Letter of Agreement the day, month, and year specified below.

FOR THE DDA:

FOR THE COUNTY:

Original signatures kept on file

**SIDE LETTER BETWEEN COUNTY OF KINGS (COUNTY) AND
THE DETENTIONS DEPUTY ASSOCIATION (DDA)
April 2015**

The County and the DDA agree that employees shall accrue vacation from the first hour worked and may be eligible to use accrued vacation as it is earned. The County and the DDA also agree that minor updates to the rules to meet the requirements of the law and to reflect current practice is appropriate. Therefore the County and the DDA agree to amend Chapter 7 of the Personnel Rules as follows:

**CHAPTER 7
Attendance/Holidays/Leaves**

Employees of the County are expected to report to their worksite and perform their assigned duties on a sustained, regular and punctual basis. The only exceptions to this requirement shall be those authorized leaves as prescribed in this section and as approved by the employee's supervisor. Leave provisions exist for employees who must, or wish to, absent themselves from work for various reasons.

Employees who are absent from work must be on either: an approved leave, sick leave, vacation or compulsory leave. Other absences are treated as absences without leave and are subject to disciplinary action as explained in Chapter 10 of these rules.

Leave provisions apply equally to incumbents of classified and unclassified positions.

All Department Heads, both elective and appointive, shall advise the County Administrative Officer in the event of illness or when they shall be on vacation and who shall act in their behalf during such absence.

7010 Paid Leaves

7011 Vacation

All employees in the classified service and appointive department heads are encouraged to take vacation annually. Each department head shall have the responsibility to approve the vacation schedule in his department. Vacations shall not be granted until the employee has exhausted all compensatory time accrued.

7011.1 Entitlement

All full-time and regular part-time employees in the classified service shall be entitled to vacation credit in accordance with the following schedule of earned hours of service, except as modified by MOU or Resolution. Extra-help employees shall not be entitled to paid vacation.

Hours in Service	Hours Earned <u>Annually</u> <u>(at 2080 fulltime hours)</u>	Vacation earned at the Rate of (based on hours worked) <u>(per regular hour worked)</u>
0 - 10,400	96	.046154
10,401 - 31,200	120	.057693
31,201 - Over	160	.076924

~~The first vacation after appointment to a position may not be taken and no payment for accumulated vacation time accrued until such time as an employee has successfully completed the probationary period and the employee has been classified permanent. At the time the employee gains permanent status, vacation~~

~~time equivalent to the accrual rate for the probationary period shall be granted and the employee shall begin accruing vacation time at that rate.~~

7011.2 Carry-Over Vacation Accumulation Limit

Vacation time may be accumulated as earned, until the amount of accrued vacation reaches the employee's applicable vacation limit. Except as modified by MOU or Resolution, the vacation accumulation limit is equivalent to twice the maximum amount of vacation that may be accrued in one year by the employee based upon the employee's classification and years in service. Once the vacation accumulation limit has been reached, the employee shall cease to earn additional vacation until the employee's accumulated vacation falls below the limit established. ~~provided however, on January 1 of each year no employee may have an accumulation of more than two hundred (200) hours of vacation time (Fire Unit -360 hours).~~

7011.3 Vacation Pay-Off

Any person about to resign or about to retire under provisions of the State Employees' Retirement System Act, or who is to be laid off, or any person otherwise entitled to vacation who leaves county employment, shall be granted a lump sum payment for vacation time accrued in lieu of such vacation.

7012 Sick Leave

Sick leave is provided by the County to employees who due to illness or injury are unable to report to work and perform their duties. Sick leave may also be requested by the employee to use in the following circumstances:

- a. Medical, Dental or Optical appointments.
- b. Maternity Leave.
- c. Absence due to death of the family as prescribed in these rules.
- d. Family Illness Leave (for members of immediate family or persons entirely dependent upon the employee, up to the limits specified in M.O.U.).

A sufficient amount of sick leave should be accrued so that employees will not suffer undue economic hardships in the event of a catastrophic or major illness or injury. Misuse of sick leave may be grounds for disciplinary action.

7012.1 Entitlement

All regular full-time and regular part-time employees shall be entitled to point zero four six one five four (.046154) hours of sick leave with pay for each of the actual number of hours of regular employment.

Sick leave shall accrue at all times when the employee is in regular employment.

The accumulation of sick leave shall commence with the first hour of employment. Sick leave shall be available at any time subsequent to the time it is earned.

Extra-help employees shall not accumulate nor be entitled to sick leave, except as required by law.

7012.2 Absence Due to Death in Family

Whenever any regular full-time or regular part-time employee is compelled to be absent from duty by death in the employee's immediate family, accumulated sick leave with pay, up to forty (40) regular working hours (Fire Unit - 72 hours) may be granted upon the recommendation of the department and approval of the Director.

Immediate family, for the purposes of this section, is defined as follows:

- Children
- Parents
- Grandchildren
- Grandparents
- Brothers
- Sisters
- Spouse
- Whether by blood or marriage or adoption.

7012.4 Coordination with Workers' Comp

Except as otherwise provided by law, if an employee is absent due to disability incurred on duty, he/she may utilize accumulated sick leave to compensate for the difference between workers' compensation insurance allowance and full pay.

7012.5 Prohibited Use

No County employee shall be entitled to sick leave when absent from duty for any of the following reasons:

- a. Disability arising from a sickness or injury purposely self inflicted or caused by the employee's willful misconduct.
- b. Sickness or disability while on leave of absence other than the employee's regular vacation or regular paid holidays.

7012.6 Proof of Illness

The department head is charged with the responsibility of administering sick leave within the department, and may choose to verify the reasons for any employee's absence during the time for which sick leave is requested. Such verification may be in the form of a statement from the affected employee's physician containing the following information: date(s) of illness/injury, reason/treatment plan ~~diagnosis, prognosis~~, and signed by the licensed medical professional (M.D., Optometrist, Psychologist, Chiropractor, etc.).

7012.7 Fitness for Duty Exam

An employee who cannot perform his/her duties on a sustained, regular, punctual basis may be required to submit to a fitness-for-duty examination.

7012.8 Repayment

If benefits are payable under this section because of an injury to the employee and such injury is the proximate consequence of the wrongful act of another, and the

employee recovers damages for the time lost, he shall not receive sick leave pay under this section for the same time, or having received the same prior to the recovery of damages, he shall repay the county for any amount paid therefore under this section.

7012.9 Records

Each department head shall maintain complete and current records of sick leave and vacation time accumulated and taken by each employee.

7013 Jury Duty

Every employee shall be entitled to leave from his regular county duties without loss of wages, vacation time, sick leave or other employee benefits for the purpose of responding to a regularly summoned jury duty or as a non-party witness, provided he meets all the following conditions:

- a. He notified his department head immediately upon receipt of a summons to appear.
- b. Immediately upon being excused from the summons for jury duty or as a witness, he returns to performance of his duties. Special accommodations may be made for employees on shift work or other unusual work schedules.
- c. He claims and endorses over to his department all compensation, other than mileage allowance, which he received by virtue of his service on jury duty or as a witness.

7014 Examination Leave

All persons in the classified service shall be entitled to necessary time off with pay for the purpose of taking qualifying or promotional examinations administered during the normal working hours for positions in the classified service of the county. Examinations administered during other than the normal hours of work shall not be compensated for in any manner.

7020 Unpaid Leaves

Leave of absence without pay may be granted to any regular full-time or regular part-time employee for any of the following reasons: circumstances which meet eligibility requirements under the state/federal Family and Medical Leave Acts; pregnancy disability; required military service, to take a course of study or training which will increase an employee's effectiveness in a current or future job assignment; for personal reasons acceptable to the department head whose approval is required.

Vacation and sick leave credit do not accrue during such periods of leave, and the period of such leave shall be omitted in determining anniversary increases.

Upon recommendation of a department head and approval of the County Administrative Officer, leaves of absence as described in Sections 7023 (Education/Training Leave), 7027 (Personal Leave) and 7028 (Personnel Exchange) may be granted for a period or periods not exceeding a total of 520 regular working hours. If good cause is demonstrated, such leave may be extended upon recommendation of the department head and approval by the County Administrative Officer for an additional period not to exceed 520 regular working hours.

7021 Administrative Leave

A leave of absence for a period not to exceed ten working days may be granted to an employee for reasons acceptable to the department head. Successive administrative leaves are not permissible. The department head shall notify the Director of the effective dates of the employee's absence and return.

7022 Compulsory Leave

If a department head has reason to believe that an employee has a physical condition or mental disability that may interfere with the performance of duties or endanger the health, safety or life of fellow employees, such employee may be required to submit to an examination by a physician designated or approved by the Director, as specified in Chapter 8, Medical Examinations, Section 8070. If the report of the physician shows the employee to be unfit to perform his/her duties, the department head may compel such employee to take sufficient leave of absence to correct the condition sufficiently to enable him/her to perform those duties. However, the employee shall be entitled to use accumulated sick leave and vacation before being placed on compulsory leave without pay.

7023 Education or Training Leave

This type of leave is generally granted when the kind of education or training undertaken is likely to enhance the County's capabilities or provide service to the public. Consequently the training should have as its objective either: an increase in the effectiveness of the employee in a current job assignment; or be designed to enhance the employee's advancement possibilities within the County Service.

7024 Family and Medical Leave

The County will grant eligible employees family and medical leave, either paid or unpaid, for up to 12 work weeks per 12-month period, in accordance with the federal Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA). Refer to County policy entitled "Family and Medical Leave" for complete information regarding family and medical leave rules and procedures.

7025 Pregnancy Disability Leave

A female employee will be granted leave when she is disabled by pregnancy, childbirth, or a related medical condition for up to four months (or 88 working days) if she is, in the opinion of her own doctor or, on a case-by-case basis, other licensed health care practitioner, unable to perform the essential duties of her job or to perform them without undue risk to herself or others.

At the end of the employee's period of pregnancy disability, or at the end of four months pregnancy disability leave, whichever occurs first, the employee, if eligible, may request to take family and medical leave of up to 12 work weeks for the birth of her child, if the child has been born by this date. The maximum possible combined leave entitlement for both pregnancy disability leave and state/federal family and medical leave is four months plus 12 work weeks. Refer to County policy entitled "Family and Medical Leave" for complete information regarding coordination of pregnancy disability leave and family and medical leave.

While the employee is not required to take leave at any specific time during pregnancy, she may continue to work only so long as the pregnancy does not interfere with her ability to perform the duties of her position.

7026 Military Leave

Military leave is governed by the provisions of the California Military and Veterans Code, unless superseded by a Memorandum of Understanding. The request of an employee who has permanent status for military leave of absence can be honored by the department head only if the employee includes with the request a copy of his/her military orders. This request must be submitted not less than 15 days prior to the effective leave date unless an emergency arises preventing this. A copy of the leave papers and the appropriate notification documents is submitted to the Director prior to the effective date of leave. The granting of leave and payment therefore are not inseparable matters, but are mandatory under certain specific conditions specified by the Military and Veterans Code.

7027 Personal Leave

Personal leave which does not qualify under Family Care Leave may be granted to an employee when it does not cause inconvenience to the department or the County.

7028 Personnel Exchange

This type of leave may be granted to facilitate personnel exchanges as a part of career development efforts explained in Chapter 6, Career Development.

7030 Unpaid Leave Procedures

Except for compulsory leave, leave requests may only be initiated by an employee. A department head may not require an employee to take a leave other than a compulsory leave and then only in accordance with compulsory leave provisions specified in Section 7022 in Chapter 8, Section 8070.

7031 Leave Requests

Leave requests must be submitted by an employee sufficiently in advance of the proposed effective date to permit review by the department head and the Director. Leave requests shall include reasons, substantiating and supporting information, beginning dates and ending dates which relate specifically to the reason for the request and the employee's signature. The department head will review the request indicating approval or disapproval and forward it to the personnel department. If the action is one of disapproval, reasons will be specified in writing.

7032 Unpaid Leave Approval

With the exception of Administrative Leave (Section 7021) and Family Care Leave (Section 7024) which have specific request requirements, each request for an original leave or an extension must be approved by the Director prior to the effective date. When reviewing requests for unpaid leave, the Director will take into consideration their conformance with the provisions set forth above for each type of request and the impact which the leave may have on the employee, department and others who may be required to replace or fill in for the employee while on leave.

7033 Leaves - Early Return and Revocation

When an employee desires to return before the expiration of a leave, the department head may require that a reasonable notice, not in excess of 15 calendar days, be given prior to resuming work. A leave of absence may be revoked by the department head upon evidence that the cause for granting leave was misrepresented or ceased to exist.

7034 Failure to Return at Scheduled Time

Failure to report for duty after a leave of absence has expired or has been revoked may, at the option of the department head, be considered as absent without leave.

7040 Unauthorized Absence

Unauthorized or unapproved absence from work for five consecutive workdays shall constitute constructive resignation from County employment and shall be grounds for separation from County service.

Before separation from service, the employee shall be provided written notice of the pending separation, and the right to seek review by requesting an informal hearing before the County Personnel Director whose decision shall be final and binding. The employee must request such hearing within five working days of receipt of the notice. The hearing shall be limited to an explanation of or justification for the unauthorized absence, the presentation of facts disputing the length or nature of the absence, or presentation of credible information or evidence that the absence was authorized.

Failure to request a hearing within the time limits provided herein shall result in forfeiture of the right to a hearing. In such case, the employee shall be deemed separated from County service as of the last day worked.

7050 Holidays

The days established as holidays are:

- January 1, New Year's Day
 - 3rd Monday in January, Martin Luther King, Jr. Day
 - 3rd Monday of February, Washington's Birthday
 - Last Monday in May, Memorial Day
 - July 4, Independence Day
 - 1st Monday in September, Labor Day
 - November 11, Veteran's Day
 - The day designated as Thanksgiving Day
 - The day after the day designated as Thanksgiving Day
 - The working day before the day observed as Christmas Day, from Noon to 5:00 p.m.
 - December 25, Christmas Day
 - The working day before the day observed as New Year's Day, from Noon to 5:00 p.m.
- Such other days as the Board of Supervisors by resolution may determine.

7051 Requirement to Work on Holidays

Nothing herein shall prevent the head of any department or institution, which by reason of the nature of the service must remain open on holidays, from requiring employees thereof to work upon any holiday.

7052 Compensation

Any employee who is required to work, by reason of the nature of the service of the department or by reason of a regularly scheduled work week other than Monday through Friday, on a day which is a holiday for employees working a regularly scheduled work week of Monday through Friday, shall be compensated for the holiday in addition to the employee's regular compensation for such day had the day not been a holiday. It is the intent of this section to grant the same holidays or compensation thereof to all employees equally.

7053 Saturday Holidays

When a holiday established by this article falls on a Saturday, the preceding Friday shall be deemed to be the holiday in lieu of the day observed.

7054 Sunday Holidays

When a holiday established by this article falls on a Sunday, the following Monday shall be deemed to be the holiday in lieu of the day observed.

7055 Part Time Employees

Part-time employees shall be credited with holiday pay in the same ratio that their regular part-time service bears to regular full-time service.

7056 Extra Help

Notwithstanding anything in this article to the contrary, extra help employees shall not be entitled to paid holidays.

7057 Entitlement

An employee must be in paid status either the work day preceding or the work day following a holiday in order to receive holiday pay. An employee who is in unpaid status the work day preceding and following the holiday, shall not receive holiday pay.

If this revision meets with the Union's approval, please sign, date and return this document to me no later than April 27, 2015. A fully executed copy will be returned to you for your records.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Letter of Agreement the day, month, and year specified below.

FOR THE DDA:

FOR THE COUNTY:

Original signatures kept on file

**SIDE LETTER BETWEEN COUNTY OF KINGS (COUNTY) AND
THE DETENTIONS DEPUTY ASSOCIATION (DDA)
April 2015**

The County and the DDA agree that employees shall accrue vacation from the first hour worked and be permitted to use accrued vacation as it is earned. Therefore the County and the DDA agree to amend the MOU, Article 15 - VACATION as follows:

ARTICLE 15 VACATION

The County Personnel Rules which pertain to vacation entitlement (Section 7011.1) and vacation carry over limits (Section 7011.2) shall be amended or deleted to be consistent with the following provision:

4.—An eligible employee may accrue vacation at the appropriate rate applicable to the employee's length of service (2080 hours of actual service as defined in the County Personnel Rules equals one year) until the employee reaches one of the following accrued hours of vacation limits:

<u>Hours of Actual Service</u>	<u>Maximum Vacation Accumulation Limits</u>
0 to 10,400 hours	192 hours
10,401 to 31,200 hours	240 hours
31,201 hours and over	320 hours

a. Once the appropriate accumulation limit has been reached, the employee shall cease to earn additional vacation until the employee's accumulated vacation balance falls below the limits listed above.

~~2.—The department head may permit employees in positions that require a one-year probation to take up to five days of vacation upon completion of six months of service provided that the employee has a current performance evaluation with an overall rating of satisfactory or above.~~

~~Upon satisfactory completion of probation, any days taken of approved vacation leave shall be debited from the employee's vacation account. Employees with overall performance evaluations of less than satisfactory shall not be permitted to take vacation until they have completed probation and begin to accrue vacation. For purposes of eligibility to receive vacation leave under this section, an employee's performance will be presumed to be satisfactory if there is no current performance evaluation.~~

If this revision meets with the Union's approval, please sign, date and return this document to me no later than April 27, 2015. A fully executed copy will be returned to you for your records.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Letter of Agreement the day, month, and year specified below.

FOR THE DDA:

FOR THE COUNTY:

Original signatures kept on file

Side Letter

Letter of Agreement Between The County Of Kings
And
Kings County Detention Deputies Association

May 01, 2016

The County and the Association agree that Detention Deputies who are assigned as a canine deputy shall be eligible for additional compensation. The parties agree to add the following language to the MOU:

Article 36 CANINE PAY

When the Sheriff authorizes qualified individuals to function as a canine deputy, they shall be paid an additional four hours straight time per week, in addition to their regular pay, for such time as the canine deputy is actually assigned a dog to care for. This additional pay is to compensate the deputy for time spent feeding and caring for the dog.

For Association:

For County:

Original signatures kept on file

**SIDE LETTER BETWEEN THE COUNTY OF KINGS (COUNTY) AND
THE DETENTIONS DEPUTY ASSOCIATION (DDA)
August 24, 2016**

The County and the DDA agree that effective August 29, 2016 (Pay Period 2016-19) the County will provide a 2 range (approximately 2%) base wage increase for all unit members. The parties this effective agree that this

The parties agree this effectively closes the reopener negotiations.

DDA:

COUNTY:

Original signatures kept on file