

MEMORANDUM OF UNDERSTANDING
FOR JOINT SUBMISSION TO
THE KINGS COUNTY BOARD OF SUPERVISORS
AND
GENERAL MEMBERSHIP OF THE
KINGS COUNTY PROSECUTORS ASSOCIATION

ENTERED INTO
July 6, 2015

BY AND BETWEEN

AUTHORIZED REPRESENTATIVES OF
KINGS COUNTY
(hereinafter "County")

AND

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

MEMORANDUM OF UNDERSTANDING – PROSECUTORS ASSOCIATION

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ARTICLE 1 PREAMBLE

Representatives of the County of Kings and representatives of the Kings County Prosecutors Association (K.C.P.A.), 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 General Membership of K.C.P.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 Number 69-95, and Chapter 10, Division 4 of the California Government Code (Section 3500 et seq.) the County has recognized K.C.P.A. as the exclusive representative of all County Employees in this bargaining unit.

ARTICLE 3 PAYROLL DEDUCTION

It is understood and agreed by the parties that, pursuant to Article III, Section 14 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.

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 FUTURE CHANGES IN TERMS AND CONDITIONS

It is understood and the parties agree that for the term of this Agreement changes in terms and conditions of employment specifically referenced herein may be accomplished only through the "meet and confer" process and by mutual consent of the parties. Changes in other terms and conditions of employment may be accomplished otherwise as provided by law.

ARTICLE 7 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 8 SAVINGS

If any article or section of this Agreement, or any addition thereto, should be held invalid by operation of law, or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal, 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 9 UNION INFORMATION FOR NEW EMPLOYEES

It is understood that the County will not solicit members for the Union, but it is agreed that the County will inform all eligible new employees about the Recognized Employee Organization by providing membership materials supplied by the Union.

ARTICLE 10 NO STRIKE -- NO LOCKOUT

During the term of this Memorandum of Understanding, K.C.P.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.P.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.P.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.P.A. shall be grounds for Kings County to withdraw the Union's payroll deduction privilege.

The County shall not lockout employees.

COUNTY RIGHTS

Except as otherwise specifically provided in this Agreement, 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.

ARTICLE 11 COUNTY RIGHTS (CONT'D)

- 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 12 GRIEVANCE PROCEDURE

Refer to Chapter 10 of the County Personnel Rules.

ARTICLE 13 SICK LEAVE

1. Accrual

- a. All regular full-time and regular part-time employees hired prior to January 1, 1999, 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 after the effective date of the contract 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)	0.038462
10,401 - 20,800	88 (11 days)	0.042308
20,801 +	96 (12 days)	0.046154

2. Absence Due to Death in Family (Section 7012.2 of Personnel Rules listed for reference purposes only).

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 upon the recommendation of the department head and approval of the Director.

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

- Children (including Legal Wards or guardians)
 - Parents
 - Grandchildren
 - Grandparents
 - Brothers
 - Sisters
 - Spouse or Registered Domestic Partner
- Whether by blood or marriage or adoption.

ARTICLE 14 USE OF EMPLOYEE BENEFITS

No employee shall be discriminated against or disciplined for the legitimate use of any right, privilege or benefit.

ARTICLE 15 VACATION

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) as follows:

<u>Service Hours</u>	<u>Hours (days) Earned (based on hrs)</u>	<u>Rate (based on hours)</u>
0 - 4,160	80 (10 days)	0.038462
4,161 - 10,400	96 (12 days)	0.046154
10,401 - 20,800	120 (15 days)	0.057693
20,801 - 31,200	140 (17.5 days)	0.067308
31,201 +	160 (20 days)	0.076924

2. An eligible employee may accrue vacation at the appropriate rate applicable to the employee's length of service until the employee reaches one of the following accrued hours of vacation limits:

<u>Hours (days) Earned (based on hrs)</u>	<u>Maximum Vacation Accumulation Limits</u>
80 (10 days)	160 hours
96 (12 days)	192 hours
120 (15 days)	240 hours
140 (17.5 days)	280 hours
160 (20 days)	320 hours

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.

3. In addition to the vacation accrual above, professional employees will be granted 64 hours of vacation time per fiscal year (effective FY 13-14). Employees may, at their option, buy back up to 64 hours of accrued vacation each fiscal year at their hourly rate of pay. Employees must be eligible for vacation by virtue of completing an initial probationary period. This 64 hours is a separate leave benefit and not counted against the maximum vacation accrual established based on length of service. This leave will be tracked separately from the regular vacation accrual and will not carry over from year to year. If this time is not used by the end of the fiscal year, any remaining balance will be automatically cashed out to the employee. This leave will be increased from 64 to 80 hours effective FY 15-16.
4. Employees may, at their option, buy back 8 hours of accrued professional vacation each fiscal year, at their hourly rate of pay, to be contributed directly to the employee's choice of the County contracted deferred compensation programs. Employees must be eligible for vacation by virtue of completing an initial probationary period.
5. For purposes of payroll processing of vacation hours described above, the end of the fiscal year is defined as the last day of pay period 13 in any year.

ARTICLE 16 TERM LIFE/ACCIDENT INSURANCE

Term life/accident insurance is provided for employees in the amount of \$40,000.

ARTICLE 17 DEFERRED COMPENSATION

For every four dollars contributed to the County contracted deferred compensation programs by employees, the County shall contribute one dollar to the employee's account, up to a maximum of one thousand seven hundred dollars (\$1,700) per calendar year. The maximum amount will increase from \$1,700 to \$2,500 effective January 1, 2015.

ARTICLE 18 HOLIDAYS

The following provisions of this Article are the entire policies and procedures affecting holidays provided Miscellaneous 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. 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.
4. 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.
5. 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.
6. Notwithstanding anything in this Article to the contrary, extra help employees shall not be entitled to paid holidays.
7. In 2015 and 2016 County offices (where possible) will be closed to the public the week between Christmas and New Years providing three and one-half days of additional holiday time to all employees in the bargaining unit. If any employee is required to work during this period when their office is closed, or is not permitted to have the time off due to the requirements of their position (i.e. Court appearances), the department head may work with these employees to provide them corresponding time off later, up to the actual amount of time worked during that week, not to exceed 28 hours.

Part time employees will participate in the closure based on their assigned hours and earnings on a pro-rated basis. Employees on a paid leave of absence will participate in the closure; however, employees on unpaid leaves of absence will be excluded.

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 rate allowable by the I.R.S. regulations as determined and administered by the Director of Finance.

ARTICLE 20 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, 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 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 13 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 21 DISABILITY INSURANCE (S.D.I.)

The County contracts for State Disability Insurance for all employees in the Bargaining Unit. Premiums for this insurance are employee paid and all employees must participate.

ARTICLE 22 HEALTH/DENTAL/OPTICAL PLAN

The County will provide a health, dental and optical plan for employees. The County will contribute an amount equal to the premium cost for employee, the employee plus one dependent, or a family plan. Current monthly rates as of July 1, 2015 (pay period 15-14) are as follows:

Health/Dental/ Vision Plan level	County Monthly Contribution	Employee Share	Reserve Contribution
Single	\$514.54	\$17.72	\$12.98
Two-Party	\$936.98	\$32.26	\$23.64
Family	\$1409.92	\$48.56	\$35.56

Dental/Vision Only ⁽¹⁾	County Monthly Contribution	Employee Share	Reserve Contribution
Single	\$27.96	\$13.14	\$0.00
Two-Party	\$52.50	\$24.70	\$0.00
Family	\$82.58	\$38.84	\$0.00

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

In the FY 2014-15 plan year (implemented in June 2014), the parties agreed to set aside \$500,000 from the Health Insurance Reserve fund to offset any cost increases to the overall plan. These monies were to be used through FY 2015-

16 or until exhausted, whichever came first. After application of this reserve to cover increases in FY 2014-15 and FY 2015-16, it is estimated that there is approximately \$228,000 remaining. The parties agree that this approximately \$228,000 remaining in the Health Insurance Reserve shall be used to offset any further health plan cost increases that are recommended by the Medical Insurance Committee and approved by the Board of Supervisors that would otherwise be allocated to employees in cost share of premium increases. This remaining reserve shall be used until exhausted or until the expiration of this MOU, whichever occurs first. If this reserve is in fact exhausted during the life of this MOU, any 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.

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.

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 voting representative from each bargaining unit and unrepresented management (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 23 DIRECT DEPOSIT OF PAYROLL CHECKS

All employees hired on or after January 1, 2005 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.

ARTICLE 24 RETIREMENT

A) 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). These employees pay a contribution rate reviewed and set annually by CalPERS, currently 6.25% of salary. Such payment shall vest to the employee.

B) 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, are eligible for the 2% at 55 Miscellaneous Plan. These employees pay the entire 7% of salary PERS employee contribution. Such payment shall vest to the employee.

The 2% at 55 Plan has been modified to also include the following optional benefits: Full Formula Plus Social Security; One-Year Final Compensation; Military Service Credit; and, Retirement Service Credit for Unused Sick Leave. The Retirement Service Credit benefit can be used at the option of the bargaining unit employee to either: (1) apply to PERS for retirement service credit for their unused sick leave balance, OR (2) to implement the applicable provisions of Article 25 below (Retiree Health Insurance).

ARTICLE 25 RETIREE HEALTH INSURANCE:

A) Employees hired after January 1, 1999, 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 January 1, 1999, 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)</u>		<u>Percent of compensation (based on hrs) Health Benefit</u>
	<u>Cash</u>	<u>OR</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 Department of Finance not later than 14 days prior to 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 the 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 the 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 26 FAMILY AND MEDICAL LEAVE

The County agrees to abide by the requirements of the federal Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA), and to adopt appropriate policy and procedures required for implementation.

ARTICLE 27 HEALTHY WORKPLACES ACT

The County agrees to comply with the requirements of the Healthy Workplaces, Healthy Family Act of 2014 (Labor Code Sections 245-249, hereinafter referred to as the "Act") to the extent required by law. Therefore, the first three (3) days or 24 hours of paid sick leave used by an employee in a calendar year will be granted in a manner that complies with the Act, and may be used for the following purposes:

1. The diagnosis, care, or treatment of an existing health condition of, or preventive care for, the employee or the employee's family member.
 - a. For purposes of the three (3) days or 24 hours sick leave granted under the Act only, the definition of family member, includes the employee's:

- Child, regardless of age or dependency status, (including a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis);
 - Spouse or Registered Domestic Partner;
 - Parent (including biological, adoptive, or foster parents, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child);
 - Grandparent;
 - Grandchild;
 - Sibling.
- b. Employees shall not be required to provide proof of illness for the three (3) days or 24 hours granted under the Act.
2. To obtain relief or services related to being a victim of domestic violence, sexual assault, or stalking including the following with appropriate certification of the need for such services:
- a) A temporary restraining order or restraining order;
 - b) Other injunctive relief to help ensure the health, safety or welfare of themselves or their children;
 - c) To seek medical attention for injuries caused by domestic violence, sexual assault, or stalking;
 - d) To obtain services from a domestic violence shelter, program, rape crisis center as a result of domestic violence, sexual assault, or stalking;
 - e) To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking; and
 - f) To participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.
3. An employee who is separated from County service and rehired within one year from his or her separation date shall have reinstated up to six (6) days or 48 hours of any unused sick leave balance accrued prior to separation.

ARTICLE 28 LAYOFF PRIVILEGES

Within the employee's current department, at his or her discretion, an employee affected by layoff may displace an employee in the class in which the affected employee previously held permanent status in that department within the previous five years. Employees may only displace other employees with less seniority. Seniority computation for displacement purposes is made on the same basis as for the original layoff.

ARTICLE 29 LEGAL SPECIALIST CERTIFICATION PAY

Unit employees who are hired at or promoted to the classifications of Deputy District Attorney III or IV, or Attorney-Child Advocacy III or IV are eligible for additional compensation as outlined below once they have acquired and maintain a State Bar of California-approved Legal Specialist Certification as either a Family Law Specialist or Criminal Law Specialist. Certification in any other legal specialties will not be considered qualifying for Legal Specialist Certification pay.

<u>\$150 per month</u>	<u>\$200 per month</u>
Deputy District Attorney III Attorney-Child Advocacy III	Deputy District Attorney IV Attorney-Child Advocacy IV

Eligible employees must present proof of certification in order to qualify for Legal Specialist Certification Pay. Proof of re-certification must be presented at the end of each subsequent certification period in order to continue to qualify for certification pay.

ARTICLE 30 SALARY

All employees in classifications covered by this Agreement (see Appendix A) shall receive a 3.0 range (approximately 3%) salary increase effective July 6, 2015 (PP15-15) or upon ratification, which ever is later. In the second year of the agreement (FY 16-17), no salary increase is provided. However, if there is a \$2,000,000 increase in the "current secured" property taxes as of June 30, 2016 over the base "current secured" property taxes as of June 30, 2015 then a 2.0 range (approximately 2%) salary increase will become effective the first pay period following the reconciliation and reporting of the "current secured" property taxes value. In addition, if the "current secured" property taxes trigger of \$2,000,000 is met, the bargaining unit may exercise a reopener to discuss further compensation increases only, with a maximum increase up to 5.0 range (approximately 5%) over the July 2015 wage increase. If the \$2,000,000 property tax trigger is not met, the bargaining unit may still exercise the reopener to discuss compensation only.

ARTICLE 31 UNION ACCESS RULE

It is agreed that in the event Department Head formally objects to Union Representatives visiting a work location, the Representatives must provide notice to the County Human Resources Department one hour in advance of visits to such work location. Further, it is understood that regardless of objection or lack thereof, Union Representatives are not to disrupt the work of County employees in any fashion, or solicit Union membership on County time.

Access shall be restricted so as not to interfere with the normal operations of the Department or with established safety or security requirements. Union Representatives may not utilize employee only entrances and may be required to be escorted into various areas of work space at the discretion of the Department Head.

ARTICLE 32 STEWARDS RELEASE TIME

It is understood by the County and the Union that good organization, competent leadership, and well-informed representatives for both Management and Labor improve the employer-employee relationship and the communication process.

The Union may designate up to three representatives who shall be authorized to attend all negotiation meetings between the Union and County. One representative shall be authorized to attend meetings of the Health Insurance committee.

ARTICLE 33 TERM

Except where otherwise specifically stated herein, this agreement shall be effective for the period of July 6, 2015 through July 6, 2017.

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

K.C.P.A.
AUTHORIZED REPRESENTATIVES

COUNTY OF KINGS
AUTHORIZED REPRESENTATIVES

Original signatures kept on file

**APPENDIX A
CLASSIFICATIONS INCLUDED IN THE BARGAINING UNIT**

Deputy District Attorney I
Deputy District Attorney II
Deputy District Attorney III
Deputy District Attorney IV

Attorney I – Child Advocacy
Attorney II – Child Advocacy
Attorney III – Child Advocacy
Attorney IV – Child Advocacy

Attorney I – Child Support
Attorney II – Child Support
Attorney III – Child Support
Attorney IV – Child Support

APPENDIX B
SIDE LETTER BETWEEN THE COUNTY OF KINGS (COUNTY) AND
Prosecutors' Association
April 2015

The County and the KCPA agree that a 1/10th of an hour rounding rule shall be applied to timekeeping processes for all hourly employees. Therefore the County and Prosecutors' Association 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