

MEMORANDUM OF UNDERSTANDING  
FOR JOINT SUBMISSION TO  
THE KINGS COUNTY BOARD OF SUPERVISORS

AND

SUPERVISORS UNIT MEMBERSHIP OF  
CALIFORNIA LEAGUE OF CITY EMPLOYEES ASSOCIATIONS  
C.L.O.C.E.A

ENTERED INTO  
July 6, 2015 – July 5, 2017

BY AND BETWEEN

AUTHORIZED REPRESENTATIVES OF KINGS COUNTY  
(hereinafter "County")

AND

AUTHORIZED REPRESENTATIVES OF C.L.O.C.E.A,  
(hereinafter "Union")

MEMORANDUM OF UNDERSTANDING – SUPERVISORS UNIT EMPLOYEES

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>PAGE</u>
ARTICLE 1 - PREAMBLE.....	1
ARTICLE 2 - RECOGNITION .....	1
ARTICLE 3 - PAYROLL DEDUCTION .....	1
ARTICLE 4 - MAINTENANCE OF MEMBERSHIP .....	1-2
ARTICLE 5 - FULL UNDERSTANDING.....	2
ARTICLE 6 - CURRENT CHANGES IN TERMS AND CONDITIONS .....	2
ARTICLE 7 - MAINTENANCE OF BENEFITS.....	2
ARTICLE 8 - WAIVER OF APPEAL .....	2
ARTICLE 9 - SAVINGS.....	2-3
ARTICLE 10 - ACCESS RULE.....	3
ARTICLE 11 - UNION INFORMATION FOR NEW EMPLOYEES.....	3
ARTICLE 12 - STEWARDS RELEASE TIME .....	3
ARTICLE 13 - NO STRIKE-NO LOCKOUT .....	4
ARTICLE 14 - COUNTY RIGHTS .....	4-5
ARTICLE 15 - GRIEVANCE PROCEDURE .....	5
ARTICLE 16 - SICK LEAVE .....	6
ARTICLE 17 - USE OF EMPLOYEE BENEFITS.....	6
ARTICLE 18 - VACATION.....	7
ARTICLE 19 - HOLIDAYS.....	8-9

MEMORANDUM OF UNDERSTANDING - SUPERVISORS UNIT EMPLOYEES

TABLE OF CONTENTS  
(continued)

<u>ARTICLE</u>	<u>PAGE</u>
ARTICLE 20 - OVERTIME COMPENSATION .....	9-10
ARTICLE 21 - COMPENSATORY TIME OFF .....	10
ARTICLE 22 - MILEAGE REIMBURSEMENT .....	10
ARTICLE 23 - CALL BACK PAY.....	11
ARTICLE 24 - STANDBY PAY.....	11
ARTICLE 25 - FAMILY ILLNESS LEAVE .....	11
ARTICLE 26 - UNIFORM ALLOWANCE .....	12
ARTICLE 27 - DISABILITY INSURANCE (S.D.I.) .....	12
ARTICLE 28 - HEALTH/DENTAL/OPTICAL PLAN .....	12-14
ARTICLE 29 - EMPLOYEE ASSISTANCE PROGRAM.....	14
ARTICLE 30 - RETIREMENT .....	14-15
ARTICLE 31 - BILINGUAL PAY .....	15-16
ARTICLE 32 - FAMILY AND MEDICAL LEAVE.....	16
ARTICLE 33 – HEALTHY WORKPLACES ACT .....	16-17
ARTICLE 34 - LAYOFF PRIVILEGES.....	17
ARTICLE 35 - SALARY.....	17-18
ARTICLE 36 - TERM.....	18
ARTICLE 37 - TRAINING NOTICE.....	18
ARTICLE 38 - TERM LIFE INSURANCE.....	18
ARTICLE 39 - RETIREE HEALTH INSURANCE .....	18-20

MEMORANDUM OF UNDERSTANDING - SUPERVISORS UNIT EMPLOYEES

TABLE OF CONTENTS  
(continued)

<u>ARTICLE</u>	<u>PAGE</u>
ARTICLE 40- DIRECT DEPOSIT OF PAYROLL CHECKS.....	20
ARTICLE 41 – USE OF COUNTY MAIL AND EMAIL SYSTEMS.....	20
ARTICLE 42 – HUMAN SERVICES AGENCY CALL CENTER.....	20
ARTICLE 43 – PUBLIC HEALTH DEPARTMENT PROFESSIONAL LICENSES.....	21
ARTICLE 44 – INCORPORATION OF ALL PRIOR SIDE LETTERS.....	21
ARTICLE 45 – ORGANIZATIONAL SECURITY.....	21
ARTICLE 46 – EDUCATION STANDARDS DISCUSSION .....	21
APPENDIX A – COVERED CLASSIFICATIONS.....	23
APPENDIX B – GRIEVANCE PROCEDURE.....	24-26
APPENDIX C – SIDE LETTERS.....	27-28
APPENDIX D – TIMEKEEPING ROUNDING RULES – April 2015 .....	29

ARTICLE 1            PREAMBLE

Representatives of the County of Kings and representatives of the California League of City Employees Associations, C.L.O.C.E.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 Supervisors Unit Membership of California League of City Employees Associations, C.L.O.C.E.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 Policy and Chapter 10, Division 4 of the California Government Code (Section 3500 et seq.) the County has recognized California League of City Employees Associations, C.L.O.C.E.A, hereinafter shown as union, as the exclusive representative of all permanent County Employees in the Supervisory employees' bargaining unit (see Appendix A).

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            MAINTENANCE OF MEMBERSHIP

1.        Beginning the effective date of this Agreement, all regular full time unit employees who are members of the Union in good standing and all such employees who thereafter voluntarily become members of the Union shall have Union dues deducted from their paychecks during the term of this Agreement, subject however, to the right to resign from Union membership during a thirty (30) calendar day window period commencing ninety (90)calendar days prior to the termination date of the agreement, and discontinue further Union dues deductions. Exceptions to this requirement are permissible only upon written release authorized by the Union.

2.        The Union shall furnish any information needed by the County to fulfill its obligations under the provisions of this Article.

3.        The Union shall indemnify and hold harmless the County and its Board individually and collectively from any legal costs and/or damages arising from claims, demands or liability by reason of litigation arising from this Article. The Union agrees to pay to the County all legal fees

and legal costs incurred in defending the County or its Board against any court action and/or administrative action challenging the legality or constitutionality of the provisions of this Article or its implementation.

ARTICLE 5            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 6            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 7            MAINTENANCE OF BENEFITS

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, not specifically referenced herein, may only be accomplished pursuant to applicable law.

ARTICLE 8            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 9            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 10        ACCESS RULE

It is agreed that in the event a County 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 11        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 12        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. 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 up to three (3) Shop Stewards who will be granted four (4) hours per month of release time to attend meetings of the Union Board of Stewards. All employees shall be released on the same day as designated by the Union, and the stewards' meetings shall be held at a site other than on County premises. 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

The Union may designate up to seven representatives who shall be authorized to attend all negotiation meetings between the Union and County. Three representatives shall be authorized to attend meetings of both the Health Insurance and Labor/Management committees.

ARTICLE 13            NO STRIKE -- NO LOCKOUT

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

The County shall not lockout employees.

ARTICLE 14            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.
- 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 15      GRIEVANCE PROCEDURE (See Appendix B)

ARTICLE 16        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 January 1, 1999 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

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 (Fire Unit - 72 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 (Legal Wards)
- Parents
- Grandchildren
- Grandparents
- Brothers
- Sisters
- Spouse or Registered Domestic Partner
- Whether by blood or marriage or adoption.

ARTICLE 17        USE OF EMPLOYEE BENEFITS

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

ARTICLE 18      VACATION

1. An eligible employee may accrue vacation at the appropriate rate applicable to the employees length of service (2080 hours of actual service as defined in the County Personnel rules equals one year) as follows:

a) Employees hired prior to January 1, 1999:

<u>Service Hours</u>	<u>Hours (days) Earned (based on hrs)</u>	<u>Rate (based on hours)</u>
0 - 10,400	96 (12 days)	.046154
10,401 - 20,800	120 (15 days)	.057693
20,801 - 31,200	140 (17.5 days)	.067308
31,201 +	160 (20 days)	.076924

b) Employees hired January 1, 1999 or later:

<u>Service Hours</u>	<u>Hours (days) Earned (based on hrs)</u>	<u>Rate (based on hours)</u>
0 - 4,160	80 (10 days)	.038462
4,161 - 10,400	96 (12 days)	.046154
10,401 - 20,800	120 (15 days)	.057693
20,801 - 31,200	140 (17.5 days)	.067308
31,201 +	160 (20 days)	.076924

2. An eligible employee may accrue vacation at the appropriate rate applicable to the employee's length of service (as set forth in 1a and 1b above) 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.

ARTICLE 19        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.

Paid Closure

In 2015 and 2016 County offices (where possible) will be closed to the public the week after Christmas providing three and one-half days of 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 in their department due to 24-hour shift requirements, these employees shall be paid straight-time holiday in-lieu pay, up to the actual amount of time worked, not to exceed 28 hours during that week.

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.

The specific dates for these additional 28 hours of holiday time is as follows:

- 2015:
- Monday, Dec. 28, 2015 – 8 hours
- Tuesday, Dec. 29, 2015 – 8 hours
- Wednesday, Dec. 30, 2015 – 8 hours
- Thursday, Dec. 31, 2015 – 4 hours

2016:

Monday, Dec. 26, 2015 – (Holiday Observed)

Tuesday, Dec. 27, 2015 – 8 hours

Wednesday, Dec. 28, 2015 – 8 hours

Thursday, Dec. 29, 2015 – 8 hours

Friday, Dec. 30, 2015 – 4 hours

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 therefore to all employees equally.
4. 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.
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. Notwithstanding anything in this Article to the contrary, extra help employees shall not be entitled to paid holidays.
8. 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 20

OVERTIME COMPENSATION

1. All employees shall receive FLSA overtime consistent with existing law.
2. For non-law enforcement personnel FLSA 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. The workweek is defined as seven (7) consecutive calendar days, Monday through Sunday (unless a 9/80 is approved).

3. For law enforcement personnel (i.e. welfare investigator and juvenile correctional officer classifications) FLSA 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. 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 workday or an approved alternate longer regular work-shift. A workday is defined as a 24-hour period.
6. It is specifically understood that overtime does not apply to unauthorized hours of work or standby time.
7. All overtime worked shall be either paid on the payday following the pay period in which it was earned, or accumulated to be taken as compensatory time off. Compensatory time shall be accumulated at the same rate as overtime and may be taken off at a time designated by the employee with the approval of the Department Head or his/her designee.

#### ARTICLE 21        COMPENSATORY TIME OFF

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. Employees with thirty hours or less accrued compensatory time may elect to use vacation or compensatory time. Employees with more than thirty accrued hours compensatory time shall use compensatory time before using vacation time. The accrual cap for compensatory time off for members of this unit is 60 hours.

#### ARTICLE 22        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 under I.R.S. regulations as determined and administered by the Director of Finance.

ARTICLE 23            CALL BACK PAY

1.     The County will compensate employees for a minimum of two (2) hours at the overtime rate when they are called back for active duty and have previously departed the work site.
2.     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 24            STANDBY PAY

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.

ARTICLE 25            FAMILY ILLNESS LEAVE

In compliance with Labor Code 233, 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. 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 26            UNIFORM ALLOWANCE

For the term of this Agreement and subject to the conditions described in Article 26, the following classes shall receive a yearly uniform allowance in the amount indicated:

Building Maintenance Supervisor	\$150
Juvenile Corrections Lieutenant	\$400
Janitor Supervisor	\$150
Records Supervisor & Automation Coordinator	\$275
Senior Emergency Dispatcher	\$275
Senior Jail Cook	\$275

1. All employees required to wear a uniform by the County shall receive a uniform allowance paid directly to the employee. Effective the first full pay period in July 2013 (PP13-15) only the initial uniform allowance paid to employees shall be paid in a lump sum. New employees shall receive their initial allowance in the first full pay period following the date of employment. 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 in the first full pay period in July 2013 (PP13-15), 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.
3. 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 Act of 2013).

ARTICLE 27            DISABILITY INSURANCE (S.D.I.)

Since January 1, 1982, the County has contracted for State Disability Insurance for all employees of the General Employees' Bargaining Unit. Premiums for this insurance are employee paid and all employees must participate.

ARTICLE 28            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 prepay their insurance will not be allowed to drop insurance coverage except at open enrollment unless the employee has a qualifying status change.

- A) Effective July 1, 2015 and 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:

Health/Dental/Vision Plan level	County Monthly Contribution	Reserve Contribution
Single	\$368.20	\$12.98
Two-Party	\$670.50	\$23.64
Family	\$1008.92	\$35.56

  

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

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

- B) 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 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, additional 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.
- C) The County and C.L.O.C.E.A. agree that meet and confer discussions regarding the structure of 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 29        EMPLOYEE ASSISTANCE PROGRAM

The County will contract for an employee assistance program (EAP) which will provide 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 28 shall advise the County on plan design and selection of providers.

ARTICLE 30        RETIREMENT

Miscellaneous Non-Safety

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 38 below (Retiree Health Insurance).

## Safety

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 31 BILINGUAL PAY

Bilingual employees assigned to public 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. Bilingual employees assigned to public 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 including the use of advanced bilingual skills at least 25 percent (25%) of their productive time, and the employee has passed the corresponding County selected bilingual proficiency examination.

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 requires approval by the Human Resources Director upon request of the Department Head. Where necessary, job audits may be conducted to determine whether the established percentage criteria are 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.

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, transferred or reassigned. 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. Employees receiving bilingual pay may be required to use their bilingual ability to assist other departments within the County. When a part-time employee is assigned bilingual duties the bilingual pay shall be prorated.

ARTICLE 32            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 33            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 34        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 35        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, whichever is later. In the second year of this 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 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 36        TERM

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

ARTICLE 37        TRAINING NOTICE

Employees shall receive 48 working hours' advance notice of any mandatory training within the County scheduled to take place outside of the regularly scheduled work time and 5 working days' advance notice of any mandatory training outside the County scheduled to take place outside of the regularly scheduled work time. If an employee receives less than the specified advance notice, the training shall no longer be mandatory. However, the employee may elect to attend and still receive compensation in the same manner as if attendance had been mandatory.

ARTICLE 38        TERM LIFE INSURANCE

The County provides at County expense, a \$10,000 death benefit group term life insurance policy covering each represented employee. The life insurance coverage will terminate upon the employee's date of separation from County employment, whether through voluntary resignation, layoff, termination or retirement.

ARTICLE 39        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>	Percent of compensation (based on hours) Health Benefit
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 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:

Service Hours	Percent of Compensation (based on hrs) <u>Cash</u>	<b>OR</b>	Percent of Compensation (based on hrs) <u>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 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 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 40        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 41        USE OF COUNTY MAIL AND EMAIL SYSTEMS

The Union shall have rights to utilize the County inter-office mail and email systems for the conduct of Association business as long as these communications contain no political endorsements for elected offices. Should this occur, the County reserves the right to revoke this provision.

#### ARTICLE 42        HUMAN SERVICES AGENCY CALL CENTER

The County anticipates that the HSA Call Center will be open and functioning by October 1, 2013. The Parties acknowledge that operation of the Call Center may have unforeseen impacts to employee's terms and conditions of employment which are not covered by the Parties' MOU. The County acknowledges its duty to meet regarding changes, or impacts, to terms and conditions of employment. The Union acknowledges that the County has specific rights delineated in Article 14 of the Parties' MOU and nothing within this article will abridge those rights.

ARTICLE 43 PUBLIC HEALTH DEPARTMENT PROFESSIONAL LICENSES

The County will pay for the professional license fees for unit members in the following classifications:

Senior Public Health Nurse	\$140 every 2 years
Senior Dietitian	\$50 annually

ARTICLE 44 INCORPORATION OF ALL PRIOR SIDE LETTERS (Appendix C)

The Parties mutually agree that all prior side letters are incorporated in to this MOU as listed on Appendix C. The Parties further agree to meet by September 30, 2013 to delete those side letters that are determined to be obsolete.

ARTICLE 45 BAR DECERTIFICATION

No petition for the purpose of decertifying the existing formally recognized employee organizations may be submitted during the term of this Agreement.

ARTICLE 46 EDUCATION STANDARDS DISCUSSION

Both Parties agree to discuss extra pay/add pays for various career development/education milestones.

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.

C.L.O.C.E.A  
AUTHORIZED  
REPRESENTATIVES

COUNTY OF KINGS  
REPRESENTATIVES

*Original signatures kept on file*

H:MOU/Current MOU/Supervisors 2013

**APPENDIX A  
COVERED CLASSIFICATIONS  
SUPERVISORS UNIT**

Building Maintenance Supervisor  
Central Services Supervisor  
Child Support Office Supervisor  
Child Support Supervisor  
Computer Operations Supervisor  
Eligibility Supervisor  
Employment & Training Supervisor  
Environmental Health Office Supervisor  
Human Services Officer Supervisor  
IT Service and Training Supervisor  
Janitor Supervisor  
Juvenile Corrections Lieutenant  
Legal Office Supervisor  
Medical Billing Supervisor  
Principal Information Technology Analyst  
Records & Microfilm Supervisor  
Roads Supervisor  
Senior Accounting Assistant  
Senior Appraiser  
Senior Dietitian  
Senior Emergency Dispatcher  
Senior Employment & Training Tech  
Senior Jail Cook  
Senior Public Health Nurse  
Social Service Office Supervisor  
Social Service Supervisor  
Social Service Supervisor- CPS  
Supervising Account Clerk  
Supervising Appraisal Aide  
Tax Collection Supervisor  
Work Crew Supervisor

**SUPERVISORS UNIT MOU  
APPENDIX B  
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.

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.

### 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.

**SUPERVISORS UNIT MOU  
APPENDIX C  
INCORPORATION OF ALL PRIOR SIDE LETTER**

<b>Dated</b>	<b>Union signed</b>	<b>County signed</b>	<b>Subject</b>
8/1/1989	8/1/1989	8/1/1989	Administrative Personnel Practices
3/22/1991	3/25/1991	3/25/1991	Governing Requirement to Fingerprint Janitorial Staff
3/10/1994	3/14/1994	3/10/1994	Appraiser & Auditor-Appraisers 4/10 schedule
2/2/1999	2/8/1999	2/2/1999	Mileage Reimbursement
8/28/2001	8/29/2001	8/28/2001	9/80 Work Schedule - Health Department
1/11/2002	1/14/2002	1/11/2002	Flex Schedule for MSW education purposes
1/15/2002	1/18/2002	1/15/2002	9/80 Work Schedule - JTO (Job Training Office)
3/20/2002	3/29/2002	3/20/2002	Flex Schedule for Library Services Coordinator
5/13/2002	5/15/2002	5/13/2002	Retiree Health Program Expansion
10/23/2002	10/30/2002	10/23/2002	Alternate Schedules in Sheriff Records and Dispatch
9/15/2003	9/18/2003	9/15/2003	Dress Code (Information Technology Department)
6/8/2004	6/17/2004	6/8/2004	Dress Code (Probation Department)
12/14/2004	12/14/2004		Written Reprimand not appealable
3/16/2005	3/18/2005	3/16/2005	Sick Leave Conversion Language
11/2/2005	11/4/2005	11/2/2005	Weekend Crew Assignments- PW, Roads Division
11/10/2005	11/14/2005	11/10/2005	Holiday Work Schedule for 2005 Only- PW, Roads Division
7/26/2006	7/27/2006	7/26/2006	Work Schedules in Parks Division of Public Works
8/11/2006	8/18/2006	8/11/2008	Work Schedule in Sheriff Dispatch
10/23/2006	10/24/2006	10/23/2006	12 Hour Shift Schedule in Sheriff's Dispatch
10/30/2006	11/2/2006	10/30/2006	Probationary Period Change for Sheriff Records Clerk Class
11/3/2006	11/3/2006	11/3/2006	Social Service Worker II/III, Prac I Minimum Qualifications
3/27/2007	3/28/2007	3/27/2007	9/80 Pilot Work Schedule Program for Social Serv. Division
3/27/2007	3/28/2007	3/27/2007	Revision to Side Letter 11/3/2006, Social Serv. Wker Min Quals
5/22/2007	5/31/2007	5/22/2007	Work Schedules in Parks Division of Public Works
7/11/2007	7/11/2007	7/17/2007	Annual Leave Sign-Up Procedure, Sheriff's Office- 911 Dispatch
8/2/2007	8/2/2007	8/2/2007	Maintenance of Membership (Article 4)
10/15/2007	10/17/2007	10/15/2007	Flex Schedule in First 5 Commission Office
11/19/2007	11/23/2007	11/19/2007	Correction to 9/80 Revision Side Letter - Health Department
11/16/2007	11/16/2007	11/16/2007	Revision to Side Letter - 9/80 Work Schedule, Health Dept.
2/22/2008	2/23/2008	2/22/2008	Work Schedule for Deputy Sheriff Cadet
4/8/2008	4/10/2008	4/8/2008	Holidays (Article 19)
5/5/2008	5/7/2008	5/5/2007	Eight (8) Hour Workday Flex Schedule for Child Support
7/17/2008	7/18/2008	7/17/2008	Parks Division - Change Rest Period Schedule
8/11/2008	8/14/2008	8/11/2008	Proposed Change 9/80 Schedule Agreement - Human Serv.
12/11/2008	12/11/2008	12/11/2008	Dress Code, Ag Commissioner's Office

8/28/2009	8/28/2009	8/28/2009	Reduce EAP benefit from 6 to 3 visits
2/23/2010	2/24/2010	2/23/2010	4/10 Work Schedule Agreement; Process Server- DA's Office
7/6/2010	7/6/2010	7/6/2010	Uniform Allowance for Fire Department positions
8/5/2010	8/5/2010	8/5/2010	Uniform Allowance for Senior Emergency Dispatcher
8/16/2010	8/16/2010	8/16/2010	Discontinuation of Human Services Van Transport to Corcoran
9/17/2010	9/21/2010	9/17/2010	Alternate Schedules in Sheriff Records
10/28/2011	10/28/2011	10/28/2011	4/10 Work Schedule for Building Maintenance Workers in PW
12/5/2011	12/5/2011	12/5/2011	Shift Change for Juvenile Center Support Clerks
12/15/2011	12/15/2011	12/15/2011	Shift Bidding Process Juvenile Center Facilities in Probation

H:\MOU\Appendix\Supervisor Appendix C 2013.doc

**APPENDIX D**  
**SIDE LETTER BETWEEN THE COUNTY OF KINGS (COUNTY) AND**  
**C.L.O.C.E.A. – SUPERVISORS UNIT**  
**April 2015**

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



**COUNTY OF KINGS**  
**DEPARTMENT OF**  
**HUMAN RESOURCES**

County Government Center  
1400 West Lacey Boulevard  
Hanford, California  
Phone (559) 852-2510  
Fax (559) 585-1036

Leslie McCormick Wilson, Director

EQUAL OPPORTUNITY EMPLOYER

July 28, 2016

Bill Shawhan  
C.L.O.C.E.A.  
113 N. Irwin Street  
Hanford, California 93230

Re: Side Letter of Agreement - Reopener (Supervisors Unit)

Dear Mr. Shawhan:

This is to confirm that the Union and the County of Kings have met and conferred on the reopener.

The County has determined that the \$2,000,000 trigger, as described in Article 35 SALARY, has been met. Therefore, all employees in classifications covered by the Agreement (see Article 2) with the Supervisors Unit shall receive a 2 range (approximately 2%) salary increase effective August 1, 2016, the first pay period following the reconciliation.

The parties agree this effectively closes the reopener negotiations.

If the above represents your understanding of our agreement, please sign below and return an original for our files. If you have any questions please feel free to contact me at 852-2512. Thank you for your attention to this matter.

Sincerely,

*Original signature kept on file*

Leslie McCormick Wilson  
Director of Human Resources

Understood and agreed to:

*Original signature kept on file*

\_\_\_\_\_  
Bill Shawhan, C.L.O.C.E.A.

\_\_\_\_\_  
Date



# COUNTY OF KINGS

## DEPARTMENT OF HUMAN RESOURCES

County Government Center  
1400 West Lacey Boulevard  
Hanford, CA 93230  
Phone (559) 852-2510  
Fax (559) 585-1036

Leslie McCormick Wilson,  
Director

EQUAL OPPORTUNITY EMPLOYER

November 28, 2016

Bill Shawhan  
C.L.O.C.E.A.  
113 N. Irwin Street  
Hanford, California 93230

### **Re: Side Letter Between County of Kings (County) and C.L.O.C.E.A. – Supervisors Unit**

This is to confirm that C.L.O.C.E.A. – Supervisors Unit and the County of Kings hereby agree that ten names will constitute a basic certification for open recruitment employment lists. This type of recruitment is normally conducted to fill vacancies which are either entry level in nature or not a normal progression in a series.

C.L.O.C.E.A. – Supervisors Unit and the County have mutually agreed to the following changes to the Kings County Personnel Rules, Chapter 4, “Selection Process”, Section 4052 – 4053.3 regarding the changes to eligible list resulting from Open Recruitments as follows:

#### **4052 Number of Eligibles to be Certified to Permanent Positions**

##### **4052.1 To a One-Position Vacancy**

Five names constitute a basic certification (ten names when there was an Open Recruitment).

An exception to the certification of five eligibles (ten eligibles for Open Recruitments) exists when there is a departmental layoff list, in which case only the eligible highest ranking on the layoff list will be certified.

##### **4052.2 To Multiple Vacancies**

Four names in addition to the number of vacancies constitutes a basic certification (nine names in addition to the number of vacancies when there was an Open Recruitment).

##### **4052.3 Incomplete Certification**

If there are less than five eligible available (**less than ten eligible for Open Recruitments**) on an employment list, the Personnel Department will make a certification in response to the department's request. The department may, at its discretion, make an appointment from those certified or request additional eligibles to provide complete certification.

**4052.4 Resolving Ties**

When the score for the last certifiable name on an eligible list is the same score as one or more eligibles following, all names having that same score shall be certified.

If this revision meets with the Union's approval, please sign, date and return this document to me no later than December 9, 2016. 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 first above written.

SUPERVISORS UNIT:

COUNTY:

***Original signatures kept on file***