

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE COUNTY OF KINGS  
AND  
KINGS COUNTY PROBATION OFFICERS ASSOCIATION  
July 6, 2015 – July 6, 2017

MEMORANDUM OF UNDERSTANDING – PROBATION OFFICERS ASSOCIATION

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ARTICLE 1      PREAMBLE

Pursuant to the Meyers-Milias-Brown Act, this Memorandum of Understanding has been entered into by Kings County, hereinafter referred to as the "County," and the Kings County Probation Officers Association, hereinafter referred to as the "Association." The purpose of this Memorandum of Understanding is the promotion of harmonious relations between the County and the Association, the establishment of equitable procedures for the peaceful resolution of differences and the establishment of the entire and complete agreement covering the rates of compensation, hours of work and all other conditions of employment to be observed by the parties.

ARTICLE 2      RECOGNITION

The County hereby recognizes the Association as the sole and exclusive bargaining representative for all regular, permanent employees within the bargaining unit consisting of the following classifications:

Deputy Probation Officer I/II/III/IV

ARTICLE 3      MAINTENANCE OF BENEFITS

The parties agree that wages, hours and terms and conditions of employment as provided by ordinance, rule, regulation or policy, or previously adopted Memoranda of Understanding which are in existence at the commencement of this Agreement, and not otherwise modified by this Agreement, shall not be diminished, lessened or reduced for the duration of this Agreement except as provided in Article 4, Section 2.

ARTICLE 4      SCOPE OF AGREEMENT

1. The Association and the County agree that during the negotiations which 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 Agreement represents a full and complete understanding and agreement of the parties on all issues between the Association and the County.
2. This Agreement supersedes all previous Memoranda of Understanding or Agreements between the Association and the County. Specifically, all previous side letter agreements between the Association and the County prior to this Agreement are either incorporated into and/or attached to this Agreement as Appendix B, or are otherwise obsolete and no longer operable. It is understood 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 5 SEPARABILITY CLAUSE

It is agreed by the parties to this Agreement that for the term of this Agreement, any conflict between any section or part thereof of this Agreement and any County or Department rule, regulation, ordinance, code, resolution, procedure or practice existing as of the date of the Agreement or adopted thereafter, shall be resolved in favor of the provisions contained in this Agreement.

ARTICLE 6 SAVINGS CLAUSE

If any article or section of this Agreement should be found invalid, unlawful or unenforceable by reason of any existing or subsequent enacted legislation or by judicial authority, all other articles and sections of this Agreement shall remain in full force and effect for the duration of this Agreement. In the event of invalidation of any article or section, the County and the Association agree to meet and confer within 30 days.

ARTICLE 7 ASSOCIATION RIGHTS

Employees shall be free to participate in Association activities without interference, intimidation or discrimination in accordance with State law and County policies, rules and regulations. Association rights shall include:

- a. The right to represent its members before the Board of Supervisors or advisory boards or commissions with regard to wages, hours and working conditions or other matters within the scope of representation, subject to the provisions of applicable Federal, State or County laws and regulations.
- b. The right to be given reasonable written notice of any ordinance, rule, resolution, or regulation directly relating to matters within the scope of representation.
- c. The right to a reasonable amount of time during regular working hours to represent its members before the Board of Supervisors or their representatives when formally meeting and conferring on matters within the scope of representation, or any other activities that the parties agree.
- d. The right to payroll deductions made for payment of organizational dues and for programs agreed upon as a result of the meet and confer process.
- e. The right to the use of designated bulletin boards by the Association in each building or facility where Association employees are assigned.

- f. The use of County facilities for Association activities providing that appropriate advance arrangements are made. The granting of such use may be conditioned on appropriate charges to offset the cost of such use.
- g. The Board of Supervisors or its designated representative making copies of their meeting agenda available.
- h. Reasonable access to employee work locations for officers of the Association and their officially designated representatives, for the purpose of processing grievances or contacting members of the Association concerning business within the scope of representation. Access shall be restricted so as not to interfere with the normal operations of the Department or with established safety or security requirements.
- i. There shall be no discrimination against any employee or applicant for employment by the County because of participation in legitimate Association activities.
- j. The Association shall have right to utilize County duplicating equipment, at a cost not to exceed that charged County Departments and under the same conditions imposed upon County Departments, and to utilize the County inter-office mail system for the conduct of Association business.
- k. Designated representatives of the Association shall be entitled to use up to one hundred forty (140) hours per calendar year of release time for legitimate Association business. Use of the release time shall be subject to advance notice and shall not interfere with the efficiency, safety and security of County operations. Hours do not carry over into the following year. Approval shall not be unreasonably denied.

ARTICLE 8 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 and assign work.
- d. To establish, modify or change work standards.

- e. To direct the working forces, including the right to hire, assign or promote 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 working force.
- 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 or equipment.
- m. To determine safety, health and property protection measures.
- n. To transfer work from one job to another or from one plant or unit to another.
- o. To introduce new, improved or different methods of operations or to change existing methods.
- p. To lay off employees from duty for lack of work or lack of funds.
- q. To reprimand, suspend, discharge or otherwise discipline employees for just cause.
- r. To establish, modify, determine, or eliminate job classifications.
- s. To promulgate, modify and enforce work and safety rules and regulations.
- t. To take such other and further action consistent with this Agreement 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.
- u. To contract or subcontract construction, services, maintenance, distribution or any other work with outside public or private entities.

- v. The Association expressly and specifically agrees that except to the extent that the County rights are expressly limited by the terms of this Agreement, the Association waives any and all of its rights to meet and confer on any of the County rights. If the exercise of these rights directly affects wages, hours or terms and conditions of employment, the County will meet and confer on the effects of its actions. The Association agrees that the County may first exercise its rights before meeting and conferring on the effects of the exercise of its rights. The agreement to meet and confer over the effect of the exercising of a County right shall not in any way impair the right of the County to exercise and implement any of its rights.

## ARTICLE 9

### NO STRIKE-NO LOCKOUT

1. During the term of this Agreement, the Association, its officers, agents and members agree that they shall neither engage in nor encourage, nor will any of its members or representatives take part in any strike, work stoppage, slowdown, sick-out or other concerted refusal to work.
2. If an employee participates in any manner in any strike, work stoppage, slowdown, sick-out or other concerted refusal to work or participates in any manner in any picketing or impediment to work in support of any such strike, work stoppage, slowdown, sick-out or other concerted refusal to work or induces other employees of the County to engage in such activities, such employee shall be subject to discharge by the County.
3. In the event the Association calls, engages in, encourages, assists or condones in any manner, any strike, work stoppage, slowdown, sick-out or other concerted refusal to work by employees of the County or any picketing or work impediment in support thereof, or any other form of interference with or limitation of the peaceful performance of County services, the Association agrees that the County, in addition to any other lawful remedies of disciplinary actions available to it, may suspend any and all of the rights and privileges accorded the Association under any ordinance, resolution, rules or procedures of the County, including, but not limited to, the suspension of recognition of the Association and the use of the County bulletin boards and facilities.
4. Any employee violating the obligations of this article may be disciplined or discharged by the County without recourse to the appeals procedure except as to the question of whether the employee participated in the prohibited conduct.
5. The County shall not lock-out employees.
6. Nothing in this article is intended to diminish civil rights and due process as required by law.

ARTICLE 10 GRIEVANCE PROCEDURE

1. As outlined in the County Personnel Rules, this article deals with the County's grievance procedure 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.

2. Purpose

A mutual obligation exists between administrative, supervisory and non-supervisory employees of the County to provide efficient and continuous service 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.

3. Explanation of Rules

- a. 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.
- b. 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 the filing of the grievance will not result in reprisal of any nature.
- c. 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 1 of the grievance procedure. This representation may commence when the grievance is presented in writing to the immediate supervisor's superior, as provided in Step 2 of the grievance procedure.
- d. 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.
- e. Certain time limits in the grievance procedure are designed to quickly settle a grievance. It is realized, however, that on occasion 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.
- f. Failure of the aggrieved employee to file an appeal within the prescribed time limit for any step shall constitute abandonment of the

- grievance. County management personnel involved shall abide by prescribed time limits.
- g. 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.
  - h. 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.
  - i. The parties may mutually agree to waive any step of the grievance procedure.

#### 4. Definitions

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

- a. Employee - An individual occupying a position allocated by the Board of Supervisors as a part of the regular staffing of the department.
- b. Immediate Supervisor - The individual who assigns, reviews, or directs the work of an employee.
- c. Superior - The individual to whom an immediate supervisor reports.
- d. Representative - The person selected by the employee to appear along with him/her in the presentation of his/her grievance.
- e. Department Head - The administrative head of the department involved.
- f. 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 deviation from a policy; or, the misinterpretation of a policy; or, the misinterpretation or misapplication of a statute, ordinance, or resolution of the Board of Supervisors relating to the employment of the individual.

5. Procedural Steps

Step 1

When an employee has a grievable matter, he/she should discuss the matter informally with the immediate supervisor. Initial discussion should be sought by the employee not later than five (5) 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 the formal grievance procedure do not restrict the employee and supervisor from seeking advice and counsel from superiors and department heads when mutually consented to by the employee and supervisor and/or it appears that settlement can be reached at this informal level.

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.

Step 3

If the written decision of the superior is unsatisfactory to the employee, the employee may request the grievance to 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.

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 Personnel Appeals Board for review (see Chapter 1 of the County Personnel Rules). A hearing shall be scheduled within thirty (30) working days from the filing of the appeal unless extended for good cause.

6. Personnel Appeals Board

For reference purposes, Section 1020 of the County Personnel Rules reads:

The Board shall be composed of the following three (3) members appointed by the Board of Supervisors biennially:

County Member - The Chairman of the Board of Supervisors shall nominate a County Member who shall serve on appeal hearings.

Employee Member - Each recognized bargaining unit shall nominate a member who shall serve when the appellant is represented by that unit.

Consensus Member - The third member shall be a Consensus Member nominated by the unanimous consent of the County Member and the Employee Member of the affected unit. The Consensus Member shall serve on all appeal hearings.

7. Grievances - Confidential

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

ARTICLE 11 ASSOCIATION REPRESENTATIVES

Designated representatives shall be provided a reasonable amount of time to investigate and present grievances. Grievance investigations shall be conducted in such a manner as to interfere as little as possible with work in progress. After requesting time off from his/her immediate supervisor as far in advance as reasonably possible, the representative shall be permitted to leave the regular work site to deal with grievance matters. Permission for such use of work time may be denied for legitimate operating reasons, but shall not be unreasonably denied.

ARTICLE 12 OVERTIME

1. All employees shall receive FLSA overtime consistent with existing law.
2. For law enforcement personnel authorized overtime hours worked in excess of 80 in a 14-day work period shall be computed at a rate equal to one and one-half (1 and 1/2) times the employee's regular hourly rate.
3. 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.
4. 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. However, if an employee is assigned to work an approved alternate work-shift such as 10 or 12-hour shifts, the employee will only receive time and one-half for work performed in excess of the alternate shift. A workday is defined as a 24-hour period.
5. It is specifically understood that overtime does not apply to unauthorized hours of work or standby time.

6. All overtime worked shall be either paid on the payday following the 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 Chief Probation Officer or designee.
7. Section 10-11 of the County Policy and Procedures Manual governing work beyond the normal work week (overtime) is amended for employees covered by this Agreement to reflect an increase in the maximum accumulation of compensatory time off to eighty (80) hours.

## ARTICLE 13 CALL BACK/COURT TIME

1. Employees who are called back to work after having completed the normal shift, after having left the work site, shall be entitled to receive a minimum of three (3) hours at the overtime rate.
2. Any employee called in early to work directly prior (contiguous) to their shift with less notice than eight hours prior to the start of their regular shift shall be entitled to receive a minimum of three (3) hours at the overtime rate.
3. Minimum "call-back" shall not apply to overtime which is contiguous to the employee's regular shift or to overtime for required shooting range practice or qualifications, special meetings, training sessions or other special events scheduled at least twenty-four (24) hours in advance. Employees required to respond to special events that are scheduled at least twenty-four (24) hours in advance shall receive a minimum of two (2) hours at the overtime rate or the actual time spent at the event, whichever is greater.

For employees with take home vehicles, minimum "call back" also will not apply when ordered to perform work during their commute to and from work. Such deputies will be paid for actual time worked for duties performed driving to work and for actual time worked commencing with the end of the shift until the duties to be performed are completed. Minimum "call back" will apply if a deputy is called back to work after the deputy has arrived at home.

4. Minimum "call-back" shall not apply to overtime which is required for physical examinations or portions thereof. Employees shall be compensated at the overtime rate for actual time spent in the physical exam.
5. Any employee who is subpoenaed to appear in court on that employee's time off and reports to court shall receive a minimum of three (3) hours pay at the overtime rate or shall receive pay for the actual time spent in court at the overtime rate, whichever is greater.

6. 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 14 HEALTH/DENTAL/OPTICAL PLAN

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

- A) Based on 24 pay periods annually, the County contribution to the Health and Dental/Optical Plan, which may include Point of Service (POS) or Preferred Provider (PPO) health insurance, shall be as follows effective July 1, 2015:

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 <sup>(1)</sup>	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.

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 fund 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 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.

- B) The County and Association agree that meet and confer discussions regarding the structure of the medical/dental/optical insurance coverage 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 as well as 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 is set in this Article above.

## ARTICLE 15 SALARY

All employees in classifications covered by this Agreement (see Article 2) shall receive a 3.0 range (approximately 3%) salary increase effective July 6, 2015 (PP15-15). 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 the reconciliation and reporting of the "current secured" property taxes value. In addition, if the "current secured" property taxes trigger above 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 16 RETIREMENT

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). 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, 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; Military Service Credit; and, 1959 Survivor benefit Level 4.
- b) Employee pick up of Employer PERS contribution  
Effective March 21, 2011 (pay period 11-07), all bargaining unit members under the 3% @ 55 Safety Plan pay 4 of the current total 16.26% employer portion of PERSable wages to CalPERS. This is in accordance with Government Code Section 20516(f).

The employee cost sharing provisions set forth above are made pursuant to Government Code Section 20516 (f). If PERS should challenge the validity of these cost sharing provisions and/or should legal proceedings be filed challenging these provisions by other parties, the County and the POA agree to immediately meet and confer over replacing the cost sharing provisions with alternative methods of savings the same sums for the County as contemplated herein. Should either PERS or other legal challenge prove successful, the parties shall immediately meet and confer over alternative methods for deducting the 4% from the employees

- c) Section 414H (2) of the Internal Revenue Code titled "Employer Pick-up of Member Contributions" which allows that portion of employee P.E.R.S. contributions actually paid by the employee to be treated as tax deferred, (P.E.R.S. Circular Letter number 100-364, March 19, 1985) is provided to all unit members.

ARTICLE 17     STANDBY PAY

Employees specifically assigned to standby status by the Department shall receive \$2.00 for each hour so assigned. Standby time shall be defined as that time, other than the regular duty shift, during which an employee is required to remain available for call and ready for duty. Standby assignments shall be made for a minimum of eight (8) hours in any 24-hour period.

ARTICLE 18     HOLIDAYS

- 1. The days established as holidays are:
  - January 1, New Year's Day
  - 3rd Monday in January, Martin Luther King Day
  - 3rd Monday in February, Presidents Day
  - Last Monday in May, Memorial Day
  - July 4, Independence Day
  - 1st 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 upon 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 work week other than Monday through Friday, on a day which is a holiday for employees working a regularly scheduled work week of Monday through Friday, shall be compensated for the holiday at the employee's regular rate of pay in addition to the employee's regular compensation for such day had the day not been a holiday. It is the intent of this section to grant the same holidays or compensation therefore to all employees equally.
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. 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.
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 services.
7. Notwithstanding anything in this article to the contrary, extra help employees shall not be entitled to paid holidays.
8. All full-time regular employees in the bargaining unit who are required to perform shift work will receive eight (8) hours pay for each of the eleven (11) holidays listed in the County's holiday policy in lieu of a day off. Payment will be made on the payday for the pay period in which the holiday occurs.
9. In order to qualify for holiday pay, the employee must have been on the payroll in a full-time permanent or probationary capacity and in paid status for the entire week in which the holiday was observed.
10. For employees in the classification series Deputy Probation Officer I/II/III/IV only; an additional eight (8) hours shall be added, in lump amount, to the

vacation account of each employee in the classification Deputy Probation Officer I/II/III/IV series in the first full pay period in July of every year. This time shall not become vested until added to the account.

ARTICLE 19 VACATION AND COMPENSATORY TIME OFF

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

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

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

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

2. When requesting time off, the employee may elect to use either accrued compensatory time or accrued vacation. The maximum amount of accrued compensatory time shall not exceed 80 hours.

ARTICLE 20 RETIREE HEALTH

a) Employees hired after January 1, 1999, will accrue sick leave as follows:

<u>Service Hours</u>	<u>Proposed Hours (days) Earned</u>
0 - 10,400	80 (10 days)
10,401 - 20,800	88 (11 days)
20,801 and over	96 (12 days)

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 program premiums only, at a rate up to 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 - 41,600	40%
41,601 and over	50%

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 covered dependent(s) may continue to use the account toward Kings County health insurance premiums only, 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.

- 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 benefit option or cash as follows:

<u>Service Hours</u>	<u>Percent of compensation (Health Benefit)</u>	<u>% of comp. for all others (cash)</u>	<u>% of comp. for DPO classes (cash)</u>
10,400 - 41,600	40%	15%	20%
41,601 and over	50%	15%	25%

To qualify for the sick leave payout benefit (cash or retiree health) the employee and any dependents to be covered must be enrolled in the County's existing health benefit plan at the time of the employee's separation in good standing from County service. Decision to accept cash or the health benefit option must be made in writing to the County Auditor/Controller not later than 14 days after separation in good standing as a result of resignation, layoff or retirement. In the event of death of an eligible employee (while still employed in good standing), the qualifying eligible dependent(s) shall make a determination of either cash or the health benefit option within 30 days of the death of the employee.

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

If employee elects the health benefit option, the County will pay up to the

family option per month toward the employee's Kings County 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 21 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, 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 22 FAMILY 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 23 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 24 JURY DUTY

Employees working swing or graveyard shifts may be reassigned to the day shift for the duration of their jury duty and shall be entitled to paid release time pursuant to Section 7013 of the County Personnel Rules, "Jury Duty," to wit:

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

- a. He/she notified the department head immediately upon receipt of a summons to appear.
- b. Immediately upon being excused from the summons for jury duty or as a witness, he/she returns to the performance of his/her duties.
- c. He/she claims and endorses over to the department all compensation, other than mileage allowance, which was received by virtue of his/her service on jury duty or as a witness.

ARTICLE 25 UNIFORM ALLOWANCE

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 new 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. The annual allowance amounts are as follows:

	<u>2013</u>
Deputy Probation Officers	\$550

3. The County agrees to reimburse for one-half the cost of uniforms that are damaged during duty hours or while stored at a County facility, providing that the employee made a reasonable effort to safeguard the uniform.

Reimbursement will be based upon the replacement value of the item, based upon its current cost. Such reimbursement shall be made within thirty (30) days from the date of submission of the claim by the employee and related required reports to the Department.

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

## ARTICLE 26 BODY ARMOR

1. The Probation Department shall establish a policy related to body armor which includes mandatory wear provisions.
2. The County will supply body armor to all employees in the bargaining unit every five years as follows:

The Probation Department procedure is to reimburse the employee in an amount equal to no more than the average cost of vests, as determined by the Chief Probation Officer or designee, which meet the following criteria: Level III, wrap around, fitted, with trauma plate and removable cover. After the Chief Probation Officer or designee surveys the cost of purchasing a Level III vest (normally in January for budget purposes), the Chief Probation Officer shall then set the dollar amount(s) of reimbursement. Employees may purchase vests of a higher grade, but must pay the difference in cost.

## ARTICLE 27 PERSONAL PROPERTY REIMBURSEMENT

Upon approval of the Chief Probation Officer, and in accordance with the provisions of Section 53240 of the Government Code of California, employees may be paid the cost of replacing or repairing prostheses or other personal property of an employee, such as eyeglasses, hearing aids, dentures, watches or other articles necessarily worn or carried by the employee or required by the nature of his/her duties, when such items are damaged or destroyed in the line of duty or stolen from County facilities provided the employee was not at fault or contributorily negligent. If items are damaged beyond repair, the actual value of such may be paid. The value of such items shall be determined as of the time of damage thereto. The County Chief Probation Officer shall establish the procedure to be followed by employees in submitting claims for damaged or destroyed items. No claims shall be authorized for repair or replacement of items or personal property used on County business unless they have more than minor value and are listed on an inventory of such items which has received certification by the Chief Probation Officer that said items are necessary for the conduct of County business.

ARTICLE 28     LAYOFF

Sections 12045 and 12046 of the County Personnel Rules relating to the Order of Layoff are amended to provide that employees in the bargaining unit with overall performance evaluations of less than standard will be laid off first in the inverse order of their seniority in rank.

Employees laid off on the basis of performance evaluation will have the right to displace an employee in the next lower rank with less seniority in that rank. Employees with overall performance evaluations of standard or above will be laid off next in the inverse order of their seniority in rank.

In cases of a seniority tie, prior service time as a sworn (POA) peace officer in the department affected shall be used to further determine seniority.

ARTICLE 29     LABOR/MANAGEMENT COMMITTEE

The County and the Association agree that it is beneficial to maintain positive communications. Therefore, the parties have established an informal labor/management committee. Either party may request a meeting. A meeting will be scheduled if both parties agree that meeting is appropriate. Meetings shall continue as long as the meetings are deemed mutually beneficial by both parties.

ARTICLE 30     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 bilingual skills are used on a regular basis to perform their duties, communicate with the public and to translate for other employees. Employees shall be required to pass a department selected bilingual verbal proficiency examination.

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, includes the use of advanced bilingual skills, and the employee has passed the corresponding County selected bilingual proficiency examination. For purposes of determining the 50% criteria, contact with the public and others contacted in the course of their duties (including monitoring, detaining and transporting) that speak the language in which the employee is bilingual shall be applied to the 50% criteria.

Bilingual pay requires approval by the Human Resources Director upon request of the department head. Where necessary, job audits may be conducted to determine whether the bilingual skills are being utilized as required. For highly specialized or highly technical situations, or where the job knowledge is critical

to ensuring that competent and accurate translation is available on an on call or as needed basis, and upon request of the Department, the County Administrative Officer may waive the percentage requirements. Employees receiving bilingual pay may be required to use their bilingual ability to assist other departments within the County. Regardless of certification, all employees shall use any language skills they possess to the best of their ability. The Department Head retains the right to assign employees and/or reassign employees based on organizational needs.

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

ARTICLE 31 DIRECT DEPOSIT OF PAYROLL CHECKS

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

ARTICLE 32 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 14 shall advise the County on plan design and selection of providers.

ARTICLE 33 ADMINISTRATIVE APPEAL PROCEDURE (See Appendix A)

ARTICLE 34 TIMEKEEPING ROUNDING RULES (See Appendix B)

ARTICLE 35     TERM OF AGREEMENT

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

ARTICLE 36     RECOMMENDATION

The undersigned representatives of Kings County and the Kings County Probation Officers Association, having met and conferred in good faith, have reached agreement on the items contained herein.

FOR THE ASSOCIATION:

FOR THE COUNTY:

*Original signatures kept on file*

**APPENDIX A**  
**ADMINISTRATIVE APPEAL PROCEDURE**  
**PROBATION OFFICERS ASSOCIATION**

Administrative Appeal Procedure

Appeals of Written Reprimands of Public Safety Officers and Firefighters

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

Appeal of Written Reprimands

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

Hearing Officer

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

The Hearing

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

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

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

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

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

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

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

The Decision

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

**APPENDIX B**  
Side Letters

LETTER OF AGREEMENT BETWEEN THE COUNTY OF KINGS  
AND  
KINGS COUNTY PROBATION OFFICERS ASSOCIATION  
April 2015

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

**Kings County (County) and  
Kings County Probation Officers Association  
PROPOSAL  
RE: REOPENER AGREEMENT  
October 28, 2016**

*The County reserves the right to modify and/or add to this proposal.*

All employees in classifications covered by the Agreement with the Probation Officers' Association received a 2.0 range (approximately 2%) salary increase effective August 1, 2016.

In addition, the County is amenable to providing paid holiday closure for 2016 subject to County operational needs. Accordingly, the County proposes the following language:

**ARTICLE 18    HOLIDAYS**

1.    The days established as holidays are:

- January 1, New Year's Day
- 3rd Monday in January, Martin Luther King Day
- 3rd Monday in February, Presidents Day
- Last Monday in May, Memorial Day
- July 4, Independence Day
- 1st 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 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, 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 are as follows:

2016:

Monday, Dec. 26, 2016 – (Holiday Observed)

Tuesday, Dec. 27, 2016 – 8 hours

Wednesday, Dec. 28, 2016 – 8 hours

Thursday, Dec. 29, 2016 – 8 hours

Friday, Dec. 30, 2016 – 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 upon 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 work week other than Monday through Friday, on a day which is a holiday for employees working a regularly scheduled work week of Monday through Friday, shall be compensated for the holiday at the employee's regular rate of pay in addition to the employee's regular compensation for such day had the day not been a holiday. It is the intent of this section to grant the same holidays or compensation therefore to all employees equally.
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. 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.
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 services.
7. Notwithstanding anything in this article to the contrary, extra help employees shall not be entitled to paid holidays.
8. All full-time regular employees in the bargaining unit who are required to perform shift work will receive eight (8) hours pay for each of the eleven (11) holidays listed in the County's holiday policy in lieu of a day off. Payment will be made on the payday for the pay period in which the holiday occurs.
9. In order to qualify for holiday pay, the employee must have been on the payroll in a full-time permanent or probationary capacity and in paid status for the entire week in which the holiday was observed.
10. ~~For employees in the classification series Deputy Probation Officer I/II/III/IV only;~~ An additional eight (8) hours shall be added, in lump amount, to the vacation account of each **covered** employee in the classification ~~Deputy Probation Officer I/II/III/IV series~~ in the first full pay period in July of every year. This time shall not become vested until added to the account.

This effectively closes the reopener negotiations.

Understood and agreed to:

FOR THE POA:

FOR THE COUNTY:

***Original signatures kept on file***