October 13, 2026

Board of Supervisors
Kern County Administrative Center
1115 Truxtun Avenue
Bakersfield, CA 93301

PROPOSED MEMORANDUM OF UNDERSTANDING BETWEEN KERN COUNTY DETENTION OFFICERS ASSOCIATION AND THE COUNTY OF KERN PROVIDING CHANGES TO WAGES, HOURS, AND TERMS AND CONDITIONS OF EMPLOYMENT EXPIRING JUNE 30, 2027.
Annual Fiscal Impact: $150,000; Budgeted; Discretionary

The County's most recent Memorandum of Understanding (MOU) with the Kern County Detention Officers Association (KCDOA) expired on June 30, 2026. The proposed MOU (attached) with KCDOA would cover the period from July 1, 2026 through June 30, 2027.

The substantive changes made in the proposed MOU are:

- Contract term through June 30, 2027
- A salary adjustment reopener in 2027
- Addition of a Floating Personal Holiday
- Revisions to the Shift Bid Policy
- Included Investigations Deputy as a qualifying classification for Availability Pay if assigned to the Investigations Unit
- Addition of five threshold languages to be eligible for bilingual pay and an Increase in Bilingual Pay to $35 for verbal and $70 for written designated positions
- Increased annual uniform allowance from $1,300 to $1,550

This proposed MOU incorporates benefits that have been provided to other non-safety bargaining units during the term of KCDOA's prior contract; specifically, the floating holiday and changes to bilingual pay. The County of Kern and the Sheriff's Office also expect these revisions to assist in the Sheriff's Office ability to retain and recruit staff in all KCDOA-represented classifications.

The future fiscal landscape of the County is uncertain. The short-term nature of the proposed agreement and the inclusion of a salary reopener in 2027 provide flexibility to address compensation both throughout the contract and in the near future during negotiations for the next successor agreement.

The total fiscal impact of the contract is approximately $150,000 annually.

Therefore, **IT IS RECOMMENDED** that your Board approve and authorize the Chairman to sign the Memorandum of Understanding with KCDOA for bargaining units T and V through June 30, 2027, and direct the Auditor-Controller-County Clerk, Chief Human Resources Officer and the Kern County Employee's Retirement Association to implement the changes.

Sincerely,

Tracey A. Eldridge
Chief Human Resources Officer

cc: Nancy Anderson, County Administrative Officer
Donny Youngblood, Sheriff-Coroner
Dominic Brown, Executive Director of KCERA
Brandon Harleston, Kern County Detention Officers Association

Kern County
Detention Officers' Association
Memorandum of Understanding
July 1, 2026 – June 30, 2027

TABLE OF CONTENTS

PREAMBLE 1

ARTICLE I - RECOGNITION 1
Section 1. Full Understanding, Modifications, Waiver 1
Section 2. Union Recognition 1
Section 3. Authorized Agents 1

ARTICLE II - GENERAL PROVISIONS 2
Section 1. Health/Safety 2
Section 2. Payroll Deduction 2
Section 3. Public Safety Officers Procedural Bill of Rights 2

ARTICLE III - RIGHTS OF PARTIES 2
Section 1. Strikes and Lockouts: 2
Section 2. Bulletin Boards and County Mail System 2
Section 3. Claims Review 3
Section 4. Discrimination 3
Section 5. Personnel Files 3
Section 6. Union Representatives 3
Section 7. Release Time 4
Section 8. Employee Addresses 4
Section 9: Shift Bid Policy 5
Section 10: Medical and Behavioral Health Assignment 8
Section 11: East Area Jail Vacancies 9
Section 12: Personnel Status Change Notice 9

ARTICLE IV - PAID LEAVE 9
Section 1. Jury Duty\Witness Appearances 9
Section 2. Sick Leave 10
Section 3. Pregnancy and Maternity Leaves 10
Section 4. Vacation 11
Section 5. Holidays 12
Section 6. Catastrophic Leave Pay 13
Section 7. Winter Recess 14

ARTICLE V - COMPENSATION 14
Section 1. Longevity Pay 14
Section 2. Shift Differential 15
Section 3. 12-hour Shifts 16
Section 4. Overtime Compensation 16
Section 5. Compensatory Time Off 17
Section 6. Standby and Availability Pay 17
Section 7. Sheriff's Emergency Response Team (SERT) Special Assignment Pay 19
Section 8. Detention Training Officer Pay 19
Section 9. Bi-lingual Pay 20

Section 10. Canine Handler 20
Section 11. Salary Adjustments 21
Section 12. Recruitment and Retention Bonus 21
Section 13. Labor Code Section 4850 Time 22

ARTICLE VI — BENEFITS 22
Section 1. Medical/Dental/Vision/Prescription Drug 22
Section 2. Retirement 23
Section 3. Golden Handshake 25
Section 4. Professional Fees 27
Section 5. Uniform Allowance 27
Section 6. Rest Periods 27
Section 7. Travel Expense 28
Section 8. Moving Allowance 28
Section 9. KERN$FLEX I 28

ARTICLE VII — RECOVERY OF OVERPAYMENTS OR CORRECTION OF UNDERPAYMENT OF WAGES OR EMPLOYEE BENEFITS 28

ARTICLE VIII — GRIEVANCE AND ARBITRATION PROCEDURE 29
OBJECTIVES 29
DEFINITIONS 30
EXCLUSIONS 30
TIME LIMITS 30
THE PARTIES RIGHTS AND RESTRICTIONS 31
INFORMAL GRIEVANCE DISPOSITION 31
FORMAL GRIEVANCE PROCEDURE 31
SELECTION OF THE ADVISORY ARBITRATOR 32

ARTICLE X — SEVERABILITY 33

ARTICLE XI — DURATION OF THE MOU 34

PREAMBLE

This Memorandum of Understanding, hereinafter referred to as "MOU", entered into by the County of Kern, hereinafter referred to as the "County", and the Kern County Detention Officers' Association, hereinafter referred to as "KCDOA" or "Union," has as its purpose the setting forth of the full and entire understanding of the parties regarding the matters set forth herein, reached as the result of good faith negotiations regarding the wages, hours, and other terms and conditions of employment of the employees covered hereby. Pursuant to Government Code section 3505.1, this MOU is jointly submitted and recommended for approval, and implementation in accordance with its terms, to County's Board of Supervisors.

ARTICLE I - RECOGNITION

Section 1. Full Understanding, Modifications, Waiver

A. This MOU sets forth the full and entire understanding of the parties regarding the specific matters set forth herein and any other prior or existing oral or written understandings or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.

B. Except as specifically provided herein, it is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right and agrees that the other shall not be required to negotiate with respect to any subject or matter covered herein, during the term of this MOU.

C. No agreement, alteration, understanding, variation, waiver, or modification of any terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing by the parties hereto, and if requested, approved by the County's Board of Supervisors.

D. Waiver of any violation of this MOU, or failure to enforce any of its terms shall not constitute a waiver of the right to future enforcement of any of its terms.

Section 2. Union Recognition

The County recognizes KCDOA as the employee organization certified by the Board of Supervisors pursuant to the Employer-Employee Relations Resolution ("EERR") and Government Code § 3500 *et seq*. (the "Meyers-Milias-Brown Act"), and any amendments thereto. The terms and conditions of this MOU apply to the classifications within the bargaining units as specified by unit number in the County Salary Ordinance. The bargaining units are:

T Detentions Deputies and Detentions Senior Deputies
V Detentions Sergeants

It is further understood that all employees may, to the extent permitted by law, represent themselves individually in their employment relations with the County.

Section 3. Authorized Agents

For purposes of administering the terms and provisions of this MOU:

A. County's principal authorized agent shall be the Chief Human Resources Officer, or their duly authorized representative (Address: 1115 Truxtun Avenue, Bakersfield, California 93301; Telephone: 661-868-3480), except where a particular County representative is specifically designated in connection with the performance of a specified function or obligation set forth herein.

B. The Union's principal authorized agent shall be the President of KCDOA or their duly authorized representative (Address: PO Box 81534, Bakersfield, California 93380).

ARTICLE II - GENERAL PROVISIONS

Section 1. Health/Safety

The County will provide safe and sanitary working conditions and equipment in compliance with and to the extent required by applicable federal, state and local statutes, regulations and ordinances. The County will maintain a Safety Committee, which will include a representative from the Union.

Section 2. Payroll Deduction

A. Deductions - The County agrees to continue the present union dues check off system whereby dues, as certified by the Union to be current, will be deducted and paid to the Union, subject to the provisions of the EERR.

B. The Union agrees to pay a service fee to the County for payroll deduction for union dues, insurance, or other assessments. The payroll deduction service fee shall be two cents per deduction per biweekly pay period.

Section 3. Public Safety Officers Procedural Bill of Rights Act

County acknowledges that detention deputies are currently protected by the Public Safety Officers Procedural Bill of Rights Act (Government Code section 3300 *et al*.) and affirms that such deputies will be afforded the protections of that Act to the extent required by law.

ARTICLE III - RIGHTS OF PARTIES

Section 1. Strikes and Lockouts

During the term of this MOU, County agrees that it will not lock out employees, and the Union agrees that it will not engage in, encourage, or approve any strike, slowdown, or other work stoppage growing out of any dispute relating to the terms of the MOU. The Union will take whatever possible lawful steps necessary to prevent any interruption of work in violation of this MOU. Furthermore, Union and County recognize that the grievance and arbitration procedures contained in Article VIII shall be used to resolve all controversies in any way arising out of, or concerning, any language in the MOU.

Section 2. Bulletin Boards and County Mail System

A. The County agrees that the Union may provide a standard bulletin board (not to exceed 24" x 36") for placement adjacent to existing County bulletin boards. Posting of notices is governed by the EERR and the terms of this MOU provisions. Board members may post

Union communications dealing with official Union business on County approved bulletin boards. A copy of each communication shall be filed with the Human Resources Division and the Sheriff-Coroner. The Union agrees not to post any notices that concern job actions or the political activities of the Union.

B. The County reserves the right to remove any bulletin board notice that does not conform to the above standards. The Union will be given immediate notice of any material that is removed, and the County agrees, if requested by the Union, to meet and discuss this removal as soon as it is mutually convenient.

C. The County and Union further agree that the Union may continue to use the County mail system for official union business. In accordance with Article IV, Section 1(h) of the EERR, the Union may also use the County electronic mail system for official union business, subject to the Kern County Electronic Communications Usage Policy. The mail system and the electronic mail system will not be used for any communications dealing with job actions or political activities of the Union.

D. Failure to adhere to the use of the County's mail system and electronic mail system in the above manner will result in its revocation as a privilege extended to the Union by the County.

Section 3. Claims Review

Employees who lose or damage their personal property during their County employment may process a claim for reimbursement in accordance with the County claim review process as provided in Section 317 of the Kern County Policy and Administrative Procedures Manual.

Section 4. Discrimination

The County agrees not to discriminate against any employee for their activity on behalf of, or membership in, the Union, as stated in the EERR. Both parties shall comply with all applicable federal and state laws prohibiting discrimination and shall not discriminate against any employee because of the employee's race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, or the employee's inclusion in a legally protected class.

Section 5. Personnel Files

A. An employee may review or authorize their designated representative to review their personnel file at the Human Resources Division upon signed written request.

B. The County reserves the right to charge an appropriate fee for duplication of records in the employee's personnel file.

Section 6. Union Representatives

A. The Union agrees that whenever investigation or processing of a formal grievance is transacted during working hours, the amount of time will be limited to only that which is necessary to bring about prompt disposition of the issue. Board members desiring to leave their work locations to conduct Union business shall first obtain permission from

their supervisor and inform them of the purpose for leaving work and expected return time. Permission to leave will be granted unless the absence would cause an undue interruption of work. In this event, release from work shall be made as soon as practicable.

B. Prior to entering a work location, to conduct a grievance investigation or to process a grievance, the board member shall inform the supervisor of their presence. The affected employee will be released to meet with the board member unless leaving the job would cause an undue work interruption, in which case the employee will be released as soon as practicable thereafter.

C. The board member shall perform duties without loss of pay or other benefits.

Section 7. Release Time

A. Union officers will be granted a reasonable use of County time to perform their union duties.

B. Union directors and board members may be allowed reasonable use of County time to attend official KCDOA meetings and functions if the meetings occur during their normal work hours. Time will be granted unless the operational needs of the department prevent the absence of the employee.

C. Union directors may be allowed reasonable use of County time to attend official meetings and functions of KCDOA affiliated labor organizations unless it is determined by the Sheriff that their absence will create an operational hardship. KCDOA shall notify the County and the Sheriff annually, and upon any change, about its affiliated labor organizations.

D. Employees who serve as designated members of the Union's meet and confer team will be allowed reasonable use of County time, when meeting with the County on successor MOUs, for other meet and confer sessions, and for other formal meetings regarding matters within the scope of representation. Three months prior to the expiration of the current MOU, members of the meet and confer team may be allowed reasonable release time for preparation with appropriate notice to supervisors.

E. Union directors and/or meet and confer team members working swing or night shifts shall be allowed reasonable flex time during their normal work hours to attend official KCDOA negotiation meetings with the County and/or Sheriff during day shift hours unless it is determined by the Sheriff or their designee that their absence will create an operational hardship.

Section 8. Employee Addresses

It is recognized that the Union has a need to communicate with its dues paying members in a timely and efficient manner, to alert new County employees of their right to belong to a union. It is further recognized that such opportunity for communication may enhance employer-employee relations.

Monthly, if not prohibited by the urgency of the Sheriff-Coroner's business, the Sheriff-Coroner will provide the Union with the change of addresses of its dues paying members and new employees of the Sheriff's Office.

The cost to the department of providing such addresses shall be borne by the Union through monthly billing.

If the Union receives the addresses of a non-dues paying member (other than new employees), it agrees not to use it for any purpose, including union business.

Should any disputes arise regarding the application of this Section, they shall be discussed and resolved between the Union and the Sheriff-Coroner.

Union agrees to keep all information provided under this Section confidential to the extent required by law. Union shall indemnify, defend, and hold the County, its governing board, officers, agents and employees harmless from any and all claims, demands, suits, orders or judgments, or any other form of liability which arise out of this Section, or any action taken or not taken by the County under this section. This includes, but is not limited to, the County's attorney's fees and costs.

Section 9. Shift Bid Policy

Shift bids shall be established to provide for fair and equal treatment of all personnel. Shift bids shall be conducted twice a year on or about January 15th and July 15th of each year. Both shall be a full bid. Personnel may bid for their shifts and days off based on seniority. All positions shall be open for bid, except those designated exempt from bid by the Facilities Manager. The department shall notify KCDOA no sooner than seven (7) days prior to any notice of shift bids being released to the general membership. At that time KCDOA may request a copy to review the notice of shift bids to address any possible concerns prior to it being released to the general membership. The shift bids shall not be proctored by any classification covered by this Memorandum of Understanding.

Exempt Positions: Facility Managers reserve the right to make exceptions and assign shifts in the following circumstances:

1. To provide for emergency situations that may arise.

2. To correct or prevent an obvious imbalance in the experience level of personnel assigned to any given shift/assignment.

3. To provide for re-training or appropriate supervision of personnel whose job performance is substandard or unsatisfactory.

4. To compensate for temporary vacancies due to injuries, illness, leaves of absence, resignations, or termination.

5. When at the discretion of the Facility manager, a squad has too many deputies assigned to light duty, Facility Managers may re-assign, at any time, the light duty employee(s) with the least seniority.

6. To utilize special training or unique skill of a deputy for the betterment of the facility.

7. Administrative assignments made under sections 2, 4, 5, and 6 above shall not be made in a capricious manner.

8. Facility Managers reserve the right to restrict a minimum number of staff to shifts (and or facilities) when deemed necessary to fulfill an operational need such as, an insufficient number of armed staff, or when State law requires like gender staff be on duty. Those positions shall be designated prior to shift bids.

Protected Assignments: Facility managers further reserve the right to establish maximum assignment periods not to exceed three years for individual biddable assignments which may require a period of on-the-job training or to allow controlled exchange of personnel within special assignments (i.e., road crew, Minimum laundry, work release). The following protected assignments shall be posted 30-calendar days prior to each shift bid:

A. Minimum Facility Compound Utility Deputy (2 DDs)
B. Pre-Trial Facility Utility Deputy (2 DDs)
C. Pre-Trial Facility Support Deputy-Admin (2 DDs)
D. Pre-Trial Court Deputy (2 DDs)
E. Max-Med Facility Utility Deputy (1 DD)
F. Justice Utility Deputy (2 DDs)
G. Justice Court Deputy (2 DDs)
H. AES Deputy (5)
I. EASS Deputies (2)
J. ISAT Deputies (16)
K. Investigations Sergeant (1)
L. Investigations Senior (1)
M. Investigations Deputies (4)
N. Programs Deputy
O. Classification Deputy
P. AES Sergeant
Q. AES Senior Deputy
R. ISAT Sergeant
S. ISAT Senior Deputy
T. Programs Sergeant
U. Programs Senior Deputy
V. Background investigations Senior Deputy
W. Compliance/PREA Admin Sergeant
X. Compliance Admin Senior Deputy
Y. Compliance and Standards Unit Sergeant
Z. DTO Training Sergeant
AA. DTO Training Senior Deputy
BB. Justice Facility Admin Sergeant
CC. Justice Facility Admin Senior Deputy
DD. Minimum Admin Sergeant
EE. Minimum Admin Senior Deputy
FF. Pre-Trial Admin Sergeant
GG. Pre-Trial Admin Senior Deputy
HH. Max-Med Admin Sergeant
II. Max-Med Admin Senior Deputy
JJ. Inmate Services Admin Sergeant
KK. Inmate Services Admin Senior
LL. Classification Sergeant
MM. Classification Senior

NN. Professional Standards Units Senior
OO. K-9 Deputy
PP. Lerdo Facilities Division Sergeant
QQ. ADA Sergeant

The following rules shall apply to protected assignments:

1. Except for assignments N through QQ, once an officer has completed three years in any of the protected assignments listed in A through J, they will be required to rotate out of those assignments at the time of the next shift bid. For assignments K through M, once an officer has completed five years, they will be required to rotate out of those assignments at the time of the next bid cycle.

2. The three-year cap will be calculated at the time of the employee's shift bid. If at the time of the bid, a deputy has reached the three-year cap, they will be eligible for rotation. If not, the deputy will be allowed to remain in the assignment until the next shift bid.

3. A deputy rotating out will not be allowed to bid to another "protected assignment" elsewhere in the bureau. Once a deputy has done three years in a "protected assignment" they must wait for at least one year before being eligible to be selected for another "protected assignment."

4. "Protected assignment" vacancies will be filled via a bureau wide solicitation of volunteers. Facility Managers will fill the assignments occurring within their facility whenever possible from the responding pool of volunteers. Facility Managers will select individuals they believe possess the ability to master the requirements of the assignment, with due consideration being given to a deputy's seniority.

5. In the event no one bids to fill a vacant "protected assignment", the incumbent would be allowed to remain in the assignment until the next July shift bid.

Medical Leave, or Light Duty Status, During Shift Bid: To be included in a shift bid, any employee on 4850 leave, medical leave, or light duty status must have a doctor's release stating they can return to full duty, with or without reasonable accommodation, within 30 calendar days following the implementation date of the new bid. The doctor's release must be presented to the Administrative Sergeant prior to the bid process.

Those employees not eligible to bid shall be assigned a post based on seniority and departmental needs prior to the shift bid.

Probationary Deputies: Deputies on probation will only be permitted to bid if they:

1. Have successfully completed the Detentions Deputy's Training Deputy program.
2. Have an overall standard or better on their most recent employee evaluation.
3. Have worked for six consecutive months of full duty from their date of hire.
4. Are not restricted from bidding by another section of this MOU.

Section 10. Medical and Behavioral Health Section Assignment

1. All positions assigned to the Medical and Behavioral Health Section will follow the special selection process and will be recommended by the Medical and Behavioral Health Lieutenant, ISAT Sergeant, and CBH Supervisor, with final approval from the Division Commander.

2. Prior to being assigned to a Medical and Behavioral Health Section position, Sheriff's Detentions Deputies must complete the Standard and Training for Corrections (STC) Academy and the Detentions Training Program. The initial thirteen funded vacancies will be filled with the current detentions STC Academy.

3. Deputies selected for this section must complete the following training within one year of selection, unless an extension is granted by the division commander:

   a. **Crisis Intervention:** 40 hours
   b. **ASSIST Suicide Prevention:** 24 hours
   c. **De-escalation Training:** 8 hours
   d. **Behavioral Health and Substance Use Disorders (SUDs)**: 8 hours
   e. **First Aid for Behavioral Health Workers**: 8 hours
   f. Any additional training identified by Kern Behavioral Health and Recovery Services

4. To ensure proper succession training is provided and to avoid complete unit turnover, the start of this program will have a four-year cap for the ISAT Sergeant position and the seven ISAT Detention's Deputy positions. After the initial four-year period has lapsed, these positions will have a three-year cap.

Section 11. East Area Jail Facility Vacancies

As Detentions Deputy vacancies occur in the East Area Jail Facilities, all Detentions Deputies shall be:

1. Notified of the position availability via email.
2. Provided a minimum of 7 days to submit a transfer request.
3. Selection for the position based on seniority.

Section 12. Personnel Status Change Notice

KCDOA shall be provided a monthly listing of all employees hired and separated from service in the classifications represented under this MOU.

ARTICLE IV - PAID LEAVE

Section 1. Jury Duty\Witness Appearances

A. Upon reasonable notice to the Sheriff-Coroner, all employees shall be entitled to time off without loss of pay to serve on a jury or when legally subpoenaed to appear as a witness in court, or before any tribunal, in connection with any matter regarding an event or transaction which they perceived during their duties of County employment.

B. Such paid time off shall include any actual and necessary travel time from the regular place of employment to the court or hearing place designated in the jury summons or subpoena and other paid time off relating to witness appearances which the County is required by law to pay.

C. Unless otherwise specifically provided by minute order of the Board of Supervisors, all employees shall be responsible for demanding and collecting all fees and sums required by law to be paid in connection with such appearances and shall promptly pay over to the County all such amounts, together with any other sums, of whatever nature, received as a result of or in connection with such appearances; provided, however, that if the employee uses their own automobile they shall be entitled to retain any statutory mileage fees received in connection with such appearance.

D. In the event an employee is legally subpoenaed to appear as a witness in a matter not related to their duties of County employment, the employee should be granted the use of leave time to comply with the directive of the subpoena.

Section 2. Sick Leave

A. Each full-time employee covered by this MOU shall accrue sick leave as follows:

Years of Continuous Service		Biweekly Accrual	Days/Year
0 through 5	=	2.6667 hrs.	8.67
6 or more	=	3.69231 hrs.	12

B. Unused sick leave may be accumulated up to a maximum of 1152 hours.

C. Sick Leave Payoff Schedule - Each employee covered by this MOU will be paid upon death or active retirement (deferred retirement excepted) for unused sick leave as follows:

Years of Continuous County Service		Payoff Rate
0 through 19	=	50%
20 through 24	=	75%
25 or more	=	100%

1. For the purposes of this subsection, "Continuous County Service" shall mean uninterrupted employment with the County. Authorized leaves of absence shall not be considered as a break in service.

2. The amount payable under this subsection shall be calculated based upon the employee's rate of compensation and years of continuous service at the time of retirement or death.

D. Employees shall not be downgraded on their Employee Performance Reports for being absent pursuant to a leave governed by the provisions of Section 118 of the Kern County Administrative Policy and Procedures Manual.

E. Employees shall be eligible to receive a cash bonus of 24 hours at their regular rate of pay, if on the pay day immediately preceding Christmas they have accrued the maximum amount of unused sick leave (1152 hours) and have used ten (10) hours, or less, of sick leave during the previous payroll periods during that calendar year.

Section 3. Pregnancy and Maternity Leaves

Pregnancy disability leave is governed by Government Code section 12945, the Family and Medical Leave Act ("FMLA") and the Kern County Civil Service Rules. Maternity Leave (i.e., leave following the birth of a child or following the placement of a child because of an adoption or foster care) is governed by FMLA, the California Family Rights Act ("CFRA") and the Kern County Civil Service Rules.

Section 4. Vacation

A. Effective on the first day of the first pay period following the adoption of this MOU by the Board of Supervisors, the vacation entitlement for regular full-time employees covered by this MOU shall be:

1. Thirteen days (104 hours) vacation after one (1) year of service. Maximum vacation accrual will be 312 hours.

2. Eighteen days (144 hours) vacation after five (5) years of service. (New accrual rate begins at start of 5th year of service). Maximum vacation accrual will be 432 hours.

3. Twenty-three days (184 hours) vacation after ten (10) years of service. (New accrual rate begins at start of tenth year of service). Maximum vacation accrual will be 552 hours.

4. Twenty-eight days (224 hours) vacation after fifteen (15) years of service. (New accrual rate begins at start of fifteenth year service). Maximum vacation accrual will be 672 hours.

B. Regular permanent part-time employees' vacation entitlement is prorated on the same yearly basis.

C. The annual vacation scheduling policies of the Sheriff's Office shall remain in effect during the term of this MOU. However, where needed, the department's scheduling policy shall be amended to allow an employee to submit a vacation request with as little as two weeks' notice. Further, the department shall allow an employee to request a vacation day (maximum three (3) times per calendar year) with as little as 24 hours' notice.

D. The granting of any vacation request, by the Sheriff-Coroner or designated supervisor, shall be subject to the workload and staffing requirements of the department. Denials because of staffing and workload requirements shall not be grievable under the terms of the MOU. With respect to employees with maximum vacation accruals, if the employee has been denied a proper written request for a vacation and subsequently submits a second proper written request for a vacation for a different period of time, and that second request is denied, the employee shall upon written request, be entitled to receive cash in an amount equal to the amount of vacation time the employee would have accrued while utilizing the vacation time if the second vacation request had been approved. The requests must conform to the scheduling policy of the department.

E. Employees shall not be downgraded on the Employee Performance Report for the use of authorized vacation.

F. Financial Hardship - In the event an employee incurs a serious financial hardship as the result of family illness or death, the employee may make written request to the Sheriff-Coroner to cash-out all or a portion of the employee's accrued vacation. Upon investigation, the Sheriff-Coroner may direct the claim to the Auditor-Controller-County Clerk for payment. Any disputes arising from a denial of any claim for payment will be resolved by application of the Grievance and Arbitration Procedure.

G. During the term of this MOU, employees may sell back a combined maximum of forty (40) hours of accrued vacation or compensatory time off each November. The hours shall be paid out at the employee's regular hourly rate of pay at the time of the sell back. Payment will be made in pay period 2026-21 (issue date 11/10/26). KCDOA is responsible for providing the list of employees with the designated amounts and paid out type to the Chief Human Resources Officer by October 1st of each year. Hours that are sold back are subject to all applicable payroll taxes at the time of payment.

Section 5. Holidays

A. During the term of this MOU, the following holiday schedule shall apply to County employees and as otherwise provided below:

New Year's Day
Martin Luther King's Birthday (third Monday in January)
President's Day (third Monday in February)
Memorial Day (last Monday in May)
Independence Day (as observed)
Labor Day (first Monday in September)
Veterans Day (as observed)
Thanksgiving Day
Day after Thanksgiving
Christmas Eve
Christmas Day
New Year's Eve

B. Regular part-time employees shall have their holidays governed by Section 123.5 of the Kern County Administrative Policy and Procedures Manual.

C. Holidays, which fall on Saturday, shall be observed on the previous Friday. Holidays which fall on Sunday shall be observed on the following Monday.

D. In a year in which Christmas and New Year's Day fall on a Saturday and are observed on Friday, Christmas Eve and New Year's Eve day holidays shall be observed on the preceding Thursday.

E. In a year in which Christmas Eve and New Year's Eve fall on a Saturday or Sunday, the holidays shall be observed on the preceding Friday.

F. The actual holiday shall be defined as the day of the week on which the holiday falls.

G. A designated holiday shall be the day observed in lieu of the actual holiday.

H. Employees regularly scheduled to work on an actual or designated holiday shall receive their regular pay. In addition, such employees shall be entitled to holiday compensation if they work on the actual or designated holiday.

I. In no event shall an employee receive holiday compensation for both the actual and designated holiday.

J. Holiday pay shall be paid, either in cash or compensatory time off (CTO), at the employee's option, until the employee has reached the one hundred (100) hour cap on CTO. After the one hundred (100) cap is reached, all holiday compensation will be paid

in cash. Holiday compensation paid in the form of cash shall be paid at the rate of one and one-half times the employee's regular rate of pay for each hour worked including, but not limited to, hours worked more than eight hours. Holiday compensation paid in the form of CTO shall equal one and one-half hours credit for each hour worked including, but not limited to, hours worked more than eight hours.

K. Employees who are not regularly scheduled to work on either the actual or designated holiday shall receive CTO credit in an amount equal to the number of hours normally scheduled to work. In addition, if an employee who is not regularly scheduled to work either the actual holiday or a designated holiday is called to work, such employee shall be compensated in accordance with Chapter 3.24 of the Kern County Ordinance Code and this MOU.

L. Each employee will be provided with one Floating Personal Holiday that must be used in the calendar year assigned with no cash value upon termination. Cannot be used in less than a workday increment, cannot be used in lieu of sick leave, cannot be considered as hours worked for determination of holiday pay. Value is that of the scheduled day (example: if an employee is scheduled for a 8- or 12-hours, value of floating holiday is equal to scheduled day). The Floating Personal Holiday is exempt from the calculation of overtime. Floating Personal Holiday is reassigned each calendar year.

Section 6. Catastrophic Leave Pay

A. Catastrophic leave pay for County employees governed by this MOU who have exhausted all accumulated paid time off (vacation, sick leave, and compensatory time off, etc.). The purpose of catastrophic leave pay is to provide a portion or all an employee's pay during the time the employee would otherwise be on an approved leave of absence under the California Family Rights Act ("CFRA"), the Family and Medical Leave Act ("FMLA"), or Pregnancy Disability Leave ("PDL") pursuant to state or federal law. Catastrophic leave pay is contingent on the receipt of donated paid time off in the manner described below.

B. Catastrophic leave pay does not increase or limit an employee's rights to a leave of absence under County policy or this MOU except that the employee will continue in a paid status during that leave.

C. An employee is eligible for catastrophic leave pay with medical certification or verification of the need for a leave of absence pursuant to CFRA, FMLA, and/or PDL, and after the employee has exhausted all accrued paid time off.

D. Employees governed by this MOU may only donate paid time off to another employee who becomes eligible for catastrophic leave pay.

E. To begin receiving catastrophic leave donations, employees must submit a written request to the Kern County Human Resources Division with sufficient information to enable the Chief Human Resources Officer or their designee to determine whether they are eligible.

F. It is the responsibility of the employee requesting catastrophic leave pay or co-workers to canvass other employees for catastrophic leave donations. Donations must be made on the County-approved authorization form. All donations are irrevocable. Donations are taxable on the part of the recipient, in accordance with IRS regulations, and are subject to withholding as required by law.

G. Donations must be a minimum of eight (8) hours. The County will convert the donations to a dollar equivalent amount using the recipient's hourly wages.

H. Health insurance coverage and retirement contributions will continue in the same manner as if the recipient employee was on paid sick leave. The recipient employee will not accrue paid time off benefits while receiving catastrophic leave pay.

I. Catastrophic leave shall be terminated upon one of the following:

1. The employee has returned to duty from an eligible CFRA, FMLA, or PDL leave of absence; or

2. All donations are exhausted.

J. Upon termination of catastrophic leave pay, all unused donations shall be forfeited by the donor and recipient.

Section 7. Winter Recess

A. During the term of this MOU, the County establishes Winter Recess as the three weekdays between the Christmas and New Year's holidays identified in Article IV, Section 5 of this MOU. During the Winter Recess the County shall close operations to the public.

B. County departments may be limited from closing in their entirety during the Winter Recess. The determination for closure shall be made by the Sheriff-Coroner and may be subject to approval by the Board of Supervisors. Notwithstanding, department heads and/or their designees will make all reasonable efforts to observe the Winter Recess as paid time off.

C. If an employee is unable to observe Winter Recess in its entirety, they will be credited with alternate paid time off in an amount equivalent to the hours worked during Winter Recess. Any credited alternate paid time off will be made available to use during each successive calendar year and may be taken in the same manner as accrued vacation. Any unused alternate paid time off shall be forfeited as of December 31.

D. Employees covered by this MOU must be in a paid status (i.e., not on an unpaid leave of absence, etc.) prior to December 23 in each year to be eligible for Winter Recess under this Section.

E. No payment for unused Winter Recess hours shall be permitted. Winter Recess hours are not considered hours worked for determining overtime or CTO eligibility.

F. This Section shall sunset and expire at the conclusion of this MOU.

ARTICLE V - COMPENSATION

Section 1. Longevity Pay

A. Permanent full-time and permanent part-time employees who have completed 10 years of continuous County service shall receive an additional 2% longevity pay on base wages.

B. Permanent full-time and permanent part-time employees who have completed 15 years of continuous County service shall receive an additional 2% longevity pay on base wages (total 4%).

C. Permanent full-time and permanent part-time employees who have completed 20 years of continuous County service shall receive an additional 2% longevity pay on base wages (total 6%).

D. Permanent full-time and permanent part-time employees who have completed 25 years of continuous County service shall receive an additional 2% longevity pay on base wages (total 8%). For subsections A, B, C, and D, continuous County service shall have the same meaning as presently used in applying vacation seniority date.

E. Employees with 30 or more years of service will receive an additional 2% longevity pay on base wages (total 10%). The term "years of service" in this subsection shall mean years of service for the County of Kern as calculated by the Kern County Employees' Retirement Association (KCERA) in determining eligibility for retirement.

F. An employee who during the term of this MOU reaches an anniversary date for longevity pay shall receive such pay beginning with the first payroll period following their anniversary date.

Section 2. Shift Differential

A. Shift differential pay shall be:

A.M. Shift - 7.5% of the employee's base rate of pay
P.M. Shift - 5.0% of the employee's base rate of pay

B. Notwithstanding the foregoing shift differential pay for employees working twelve (12) hour shifts shall by governed by Article V, Section 3.

C. A "shift" for the purpose of shift differential pays, as described in Section 2.A. above, is defined as follows:

1. P.M. Shift - Any work period encompassing at least five (5) hours of work between the hours of 3:00 p.m. and 12:00 midnight.

2. A.M. Shift - Any work period encompassing at least five (5) hours of work between the hours of 12:00 midnight and 7:00. Effective November 4, 2000, an A.M. Shift shall be defined as any work period encompassing at least five (5) hours of work between the hours of 12:00 midnight and 9:00 a.m.

D. In counting the five hours worked provisions above, the following are excluded:

1. Any time off with or without pay, i.e., mealtime, vacation, sick leave, compensatory time off, etc. (rest periods excepted).

2. Time for which compensatory time off or overtime is earned.

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

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

Section 3. 12-hour Shifts

A. If, during the term of this MOU, the Sheriff-Coroner chooses to continue the practice of using 12-hour shifts for the establishment of the work schedules for Detentions personnel, the following terms and conditions shall apply:

1. Shifts will be based on a "4-3 3-4 Plan" which is the formula for a twelve (12) hour workday consisting of four (4) days off, three (3) days on, three (3) days off, four (4) days on.

2. Rotation of days off, hereinafter referred to as the "flop day", shall occur on Saturday of each week.

3. Shift differential shall be 6% of the employee's base rate of pay for those employees working during the hours of 7:00 p.m. and 7:00 a.m.

4. Employees shall work 84-hour pay periods.

5. Effective on the first day of the first pay period following the approval of this MOU by the Board of Supervisors, Holidays, and all paid leave, including but not limited to, Sick Leave, Vacation, Compensatory Time-off, and Jury Duty will count as hours worked for the purpose of computing overtime.

B. The Sheriff-Coroner may discontinue the use of 12-hour shifts and institute a 4-10, 5-8 or other alternative work schedule in any work unit after meeting and conferring with employee representatives and with 30 days prior notice to the employees in the affected unit.

C. Notwithstanding Article V, Section 4 of this MOU, the parties agree that overtime shall apply the 7(k) exemption to the Fair Labor Standards Act and compensate overtime after 84 hours worked in a work period for employees assigned to the Detentions Bureau on 12-hour shifts. Paid sick leave shall continue to not be considered hours worked for determining overtime eligibility for Detentions Bureau personnel.

Section 4. Overtime Compensation

During the term of this MOU, the County ordinances, policies, and procedures regarding overtime, as they apply to employees governed by this MOU, shall be observed and employees shall continue to be eligible to receive compensatory time off in lieu of cash.

Effective on the first day of the first pay period following the approval of this MOU by the Board of Supervisors, holidays, and all paid leave, including but not limited to, Sick Leave, Vacation, Compensatory Time-off, and Jury Duty will count as hours worked for the purpose of computing overtime. It is the intent of the parties that this provision be implemented consistent with the past practice of the County when administering this provision.

Section 5. Compensatory Time-Off:

Compensatory time off ("CTO") shall be paid as follows:

A. Represented employees may accumulate a maximum of one hundred (100) hours of CTO credit at any one time.

B. An employee authorized to use accumulated CTO or vacation shall not be entitled to compensation for overtime pay for the period while on paid leave. It is the intent of the parties that this provision be implemented consistent with the past practice of the County when administering this provision.

C. Employees with less than one hundred (100) hours accumulated CTO credit may request compensation for overtime worked in the form of either pay of CTO at the employee's option.

D. Once an employee has accumulated one hundred (100) hours of CTO credit, they may use these credits in accordance with the current departmental procedures.

E. At such time that the employee uses all or any part of their one hundred (100) hours of CTO credit, any overtime worked will again be compensated with either pay of CTO at the employee's option.

F. All overtime reported on a single date will be compensated for in a single fashion, and no employee will split this time for partial compensation by pay and partial compensation by CTO.

G. Overtime pay earned each pay period shall be paid on the pay warrant for the pay period in which it was earned.

Section 6. Standby and Availability Pay

A. Standby

1. Definition of Standby – An employee who is required during off-duty hours to remain on call on the County's premises or elsewhere or under conditions so circumscribed that he cannot use the time effectively for their own purposes is working while "on-call." Employees who are working while "on-call" are on "standby." An employee who is not required to remain on the County's premises or elsewhere and is merely required to leave word at their home or with County officials where he may be reached or is merely required to be available via a beeper, pager, or other communications device, is not working while "on-call" and is not on "standby." This definition of "standby" is intended to be the same definition as "working while 'on-call'" which is contained in 29 CFR § 785.17 and to duplicate the definition of compensable standby (i.e., working while "on-call") found in the Fair Labor Standards Act as it is presently interpreted.

2. Compensation for Standby - An employee required by the Sheriff-Coroner to be on standby duty shall receive one-quarter of their hourly pay, or the minimum wage, whichever is higher for the hours required to be on stand-by. Employees on standby duty that are called back to work shall not receive standby pay while in a called-back status.

3. Court Standby

a. On Employee's Regular Day Off

Employees required to remain on court standby on their regular day off, shall receive a minimum of seven (7) hours of standby pay. The seven hours of standby is intended to compensate the employee for being on standby from 8:00 a.m. to 3:00 p.m. An employee shall not be entitled to more than seven hours of court standby unless the employee is advised to remain on standby after 3:00 p.m.

b. Other Court Standby

Employees required to remain on court standby on other than their regular day off, shall be compensated in accordance with Article V, Section 6(A)(2) above.

B. Availability Pay – Classification Unit

It is agreed by the parties that employees assigned to the Sheriff's Classification Unit frequently respond to situations associated with classifying all inmates for housing, providing guidance for critical and high-profile cases, working with other agencies on special requests to transfer inmates, managing the inmate populations and bed space, and working with medical and mental health staff to find feasible solutions to housing problems. Members of the Classification Unit shall be required to wear a communications device to ensure their availability. The Sheriff's Office shall not impose conditions, which so restrict the employee that the employee is on standby as defined in Article V, Section 5 A, unless the employee is placed on standby by the department head. As compensation for being available to respond to such situations, those employees assigned to the Classification Unit shall receive a biweekly allowance equal to five percent (5%) of their biweekly base salary. Availability pay is limited to employees working in the following capacity:

Classification Sergeant
Classification Senior

C. Availability Pay – Investigations Unit

It is agreed by the parties that employees assigned to the Sheriff's Investigation Unit frequently respond to situations associated with classifying all inmates for housing, providing guidance for critical and high-profile cases, working with other agencies on special requests to transfer inmates, managing the inmate populations and bed space, and working with medical and mental health staff to find feasible solutions to housing problems. Members of the Investigations Unit shall be required to wear a communications device to ensure their availability. The Sheriff's Office shall not impose conditions, which so restrict the employee that the employee is on standby as defined in Article V, Section 5 A, unless the employee is placed on standby by the department head. As compensation for being available to respond to such situations, those employees assigned to the Investigations Unit shall receive a biweekly allowance equal to five percent (5%) of their biweekly base salary. Availability pay is limited to employees working in the following capacity:

Investigations Sergeant
Investigations Senior
Investigations Deputy

D. Availability Pay – Sheriff's Max-Med Federal Liaison

This position frequently responds to situations related to classifying federal arrestees and inmates in addition to handling federal bookings, hospital transport, federal releases, and agency coordination and communication from multiple agencies. The Max-Med Federal Liaison is required to wear a communication device to ensure availability for urgent situations. The Sheriff's Office shall not impose conditions that effectively place the employee on standby, as defined in Article V, Section 6 A, unless the department head explicitly designates the employee as on standby. As compensation for availability, employees assigned to the Max-Med Federal Liaison position shall receive a biweekly allowance equal to five percent (5%) of their biweekly base salary. This availability pay is limited to employees servicing in the capacity of Federal Liaison. The classification assigned to this position is:

Sheriff's Detentions Sergeant

E. Availability Pay - Work Units

If KCDOA identifies work units in which employees are specifically required to be available for after hours emergency/urgent response for the protection of public safety or property and/or for the maintenance of systems that impact public safety or property, the parties agree to meet and confer regarding inclusion of the work unit in a category of availability pay.

Article V, Section 5 is intended to govern all the standby and availability rights of the employees covered by this MOU. None of the Ordinance Code provisions relating to standby or availability pay shall apply to those employees.

Section 7. Sheriff's Emergency Response Team (SERT) Special Assignment Pay

A. It is agreed by the parties that employees assigned to the SERT frequently respond to urgent operations including high-risk hospital guards, responses to inmate disturbances, and high-security transports. Employees assigned to SERT shall receive a biweekly "special assignment pay" of five percent (5%) of their biweekly base salary.

B. Members of SERT shall be required to wear a communications device to ensure their availability. The Sheriff's Office shall not impose conditions, which so restrict the employee that the employee is on standby as defined in Article V, Section 6.A., unless the employee is placed on standby by the department head.

Section 8. Detention Training Officer Pay

A. The Sheriff-Coroner, in their sole discretion, may maintain a training program for detention officers. As part of the program, the Sheriff-Coroner will assign, in their sole discretion, personnel to serve as Detention Training Officers.

B. While assigned as a Detention Training Officer, employees shall receive assignment pay equal to 5% of their base salary.

C. The County agrees to meet and confer regarding premium pay for other formalized training officer programs identified and/or established after the adoption of this MOU.

Section 9. Bi-lingual Pay

A. The County agrees to pay $35.00 per pay period for those pay periods in which an eligible employee is assigned to a designated position requiring verbal bilingual abilities, and $70.00 per pay period for those pay periods in which an eligible employee is assigned to a designated position requiring written bilingual abilities.

B. Employees who are not receiving bilingual pay will not be called upon to use their skill and shall have the right to refuse to provide bilingual service. Employees who are not receiving bilingual pay shall have the right to refuse to provide bilingual services and shall not be subject to discipline for such refusal.

C. The County will work with third party providers to establish appropriate testing. The County will also continue its efforts to establish its own bilingual certification program. Existing employees seeking bilingual certification will have testing priorities over non-employees within the County's certification program. Employees shall be able to test once annually for bilingual certification through a County approved program on paid County time.

D. The following languages are considered threshold language(s) for the County and are eligible for bilingual pay:

- Spanish
- Tagalog
- Punjabi
- Ilokano
- Hindi
- ASL

E. If additional threshold languages are added, the County and the Union agree to meet within 30 days to discuss expanding this Article to include additional languages eligible for bilingual pay.

Section 10. Canine Handler

A. Employees assigned as canine handlers receive additional compensation equal to 2.5% of their base salary for possessing specialized training and skills pertaining to the handling and training of Department canines.

B. Employees assigned as canine handlers also receive additional compensation equal to 2.5% of their base salary for the home care of their assigned Department canines. This compensation is agreed to satisfy any alleged requirements of the Fair Labor Standards Act as appropriate compensation for fluctuating, unsupervised and unrecorded compensable hours of work.

Section 11. Salary Adjustments

There shall be no salary adjustment during the term of this Agreement. However, the County agrees to reopen negotiations for the limited purpose of discussing a salary increase. The parties shall meet in January 2027, with the first meeting to be held no later than January 15, 2027. Any agreement reached shall become effective upon adoption by the Board of Supervisors.

A. Base Cost of Living Adjustment (COLA) Salary Schedule

1. Effective January 1, 2022, a 10-step Base COLA Salary Schedule included in Appendix A to this MOU is adopted for all employees covered by this MOU.

2. Effective with the pay period following July 1 in each year, all employees will move to the next higher base COLA step in the associated range for their classification until they reach Step 10.

3. Advancement between steps is not based upon employee performance.

4. The implementation of this Base COLA Salary Schedule is not intended to limit or prevent the negotiation of additional COLAs.

B. Additional COLAs

1. The County agrees to reopen negotiations for an additional COLA only that could take effect on July 1, 2027 during the term of this agreement. Such negotiations would start no earlier than January 1, of each year.

Section 12. Recruitment and Retention Bonus

A. The County will provide all employees hired on or after November 9, 2021, in a permanent capacity with the Sheriff's Office a $15,000 non-pensionable recruitment and retention bonus.

The bonus shall be payable in full upon appointment by the Sheriff-Coroner-Public Administrator subject to completion of a five-year term of service as a Detentions Deputy rank or higher, including in any continuing capacity as a sworn peace officer with the County of Kern.

B. Appointees who do not complete the agreed upon term of service shall be subject to repayment of the bonus with the following amortization schedule:

1. Less than one year of service - $15,000

2. Less than two years of service - $12,000

3. Less than three years of service - $9,000

4. Less than four years of service - $6,000

5. Less than five years of service - $3,000

C. Appointees shall acknowledge in writing the terms and conditions required for the bonus prior to receipt of payment.

Section 13. Labor Code Section 4850 Time

Employees receiving pay while on leave under the provisions of Labor Code section 4850 ("4850 leave") shall be paid in accordance with current State law and in any precedent setting legal decisions, and shall receive (a) one day CTO credit for each County holiday which falls while the employee is on 4850 leave, based on the daily number of hours the employee was scheduled to work prior to 4850 leave; and (b) uniform allowance during each six month period while on 4850 leave.

ARTICLE VI - BENEFITS

Section 1. Medical/Dental/Vision/Prescription Drug

A. All eligible employees shall be required to pay, by payroll deduction, twenty percent (20%) of the insurance premium for the employee's medical, dental and vision insurance (hereafter collectively referred to as "health insurance") except for new employees who decline the County's health insurance coverage in accordance with the provision provided below. (All insurance premiums referenced in this subsection shall equal ninety-eight percent (98%) of the applicable COBRA premium.) New employees may decline coverage under the County's health insurance provided that the employee executes a declaration, in a form acceptable to the County, in which the employee: (i) declares that the employee has medical insurance coverage for the employee; and (ii) declines coverage under the County's health insurance program for the employee and the employee's dependents. New employees who decline coverage may not enroll in the County's health insurance program until the next open enrollment period. New employees who have not declined coverage shall have the option of obtaining County health insurance for the new employee's dependents. If such employees opt to obtain health insurance for dependents, the employee shall be required to pay, by payroll deduction, twenty percent (20%) of the appropriate premium for dependents. The health insurance program offered to new employees and their dependents shall consist of three components: medical, dental and vision. That program must be accepted or declined in its entirety. It is not permissible to pick and choose among those components.

B. The County will continue to provide an annual open enrollment for employees to change dental plans and/or enroll eligible dependents.

C. The County and the Union will continue utilizing the Health Benefits Committee to study and identify ways in which to improve insurance plans and contain costs.

D. The health plan and the prescription drug plan will continue in their current forms unless modified after the County and Union meet and confer to the extent required by law.

E. Retiree Health Premium Supplement Program (RHPSP)

1. Participation in the RHSPSP is discontinued for employees hired on or after November 9, 2021.

2. Employees hired prior to November 9, 2021, shall have the option to discontinue participation in the RHPSP.

3. Employees who did not opt-out during the initial opt-out period shall have a second opportunity to discontinue participation in the RHPSP. Those employees wanting to opt-out shall have a 90-calendar day opt-out period upon the execution of this MOU, during which employees must file the appropriate opt-out form with the Kern County Human Resources Division to discontinue participation in the program.

4. Employees hired prior to November 9, 2021, along with employees who do not opt out of the RHPSP during the second opt out period, shall continue to participate in the RHPSP under the following terms:

5. In each subsequent fiscal year, the contribution rates for both employees and the County will increase at a percentage equal to the annual increase in the composite rate for the County health plan (i.e., the per capita composite rate used for County budget purposes). Except that contribution rates may not be lowered, until/unless a County actuarial study determines the plan has achieved a funding status more than 100%.

6. The parties agree to continue to exclude from the Premium Supplement Program those employees who, because of age at time of employment (45 years old and over), could never receive a benefit.

7. The Premium Supplement Program shall include the following: (a) the minimum qualifying criteria is age 50, with 20 years of County service, as defined in the plan document, and the benefit shall increase by ten percent (10%) per year of service so that 25 years of service will qualify for 100% of the available benefit; and (b) any employee with five or more years of County service who retires due to a service-connected disability pursuant to the County Employees' Retirement Law of 1937, and who is otherwise eligible, will become eligible for 100% of the available benefit regardless of age. No retroactive benefits shall be paid.

F. The County will continue to provide life insurance coverage for covered employees in the amount of $20,000 per employee.

G. The County will continue the VSP (vision) benefit to not only cover lenses and frames every other year without restriction but also to cover lenses and frames annually if there is a significant change in the employee's prescription. Significant change is defined as:

1. A prescription axis change of at least 20 degrees, or a sphere or cylinder change of at least .50 diopter; or,

2. A visual acuity improvement, resulting from the new prescription, of at least one line of the standard eye chart.

Section 2. <u>Retirement</u>

A. The County agrees to continue safety retirement, with the retirement benefit formula contained in Government Code section 31664.1 (i.e., 3% @ age 50) for those employees hired prior to March 13, 2012 (hereafter "current employees").

B. The parties agree to the retirement formula contained in the Government Code section 31664 ("2% at age 50") for all employees hired on or after March 13, 2012 (hereafter "new employees").

C. The County agrees to continue Government Code 31727.7 for all retirement members, relating to non-job-related disability benefits.

D. All employees hired prior to June 19, 2007 shall continue to contribute one-third of their normal contributions to retirement, as set forth in Resolution #2004-144 previously approved by the parties to this MOU and formally adopted by the Board of Supervisors on May 11, 2004.

E. All employees hired after June 19, 2007, but prior to March 13, 2012, shall continue to contribute one hundred percent (100%) of their normal contribution to retirement as set forth in Resolution #2004-144 previously approved by the parties to this MOU and formally adopted by the Board of Supervisors on May 11, 2004.

F. All employees hired on or after March 13, 2012 shall pay one hundred percent (100%) of their normal contribution to retirement as set forth in Government Code section 31639.25.

G. If for any reason, including but not limited to a redeposit under current law, a new employee becomes eligible to receive service credit at the retirement formula contained in the Government Code section 31664.1 ("3% at age 50"), the employee shall pay the normal contributions calculated to include two components; the basic contribution rate and the "supplemental contribution rate."

   i. The basic contribution rate shall be calculated to provide an average annuity at age 50 equal to one-one hundredth of the final compensation of the member in accordance with Government Code section 31639.25.

   ii. The supplemental contribution rate shall be an additional one percent (1%) of the employee's compensation earnable, such that the aggregate amount of the supplemental and basic contribution rates will provide an average annuity at age 50 equal to three two-hundredths of the final compensation of the member (the employee's normal contribution for the 3% at age 50 enhanced retirement benefit).

H. In accordance with Government Code Section 31641.95, on April 15, 1997, the County Board of Supervisors adopted a resolution permitting employees to purchase retirement credit for all legally eligible prior public service. All purchases of retirement credit shall be in accordance with the rules and regulations of the KCERA and the Government Code.

I This MOU does not create a vested right to continue to purchase retirement credit for prior service that is independent of this or successor MOUs. Said terms and conditions will remain in full force and effect until final approval of a successor MOU or the parties reach impasse and exhaust all legally required impasse resolution procedures.

J Employees who, in good faith, have designated an effective date of retirement from County service may rollover their accumulated vacation and sick leave balances to the KCERA no earlier than three (3) months prior to the designated date of retirement. This

rollover shall be for the express purpose of receiving credit in the KCERA retirement system for all legally eligible prior public service.

K. In addition to the ability to roll-over accumulated vacation in the manner described in subsection "J" above, employees may also roll-over their accumulated vacation balance (only) for the express purpose of receiving credit in the KCERA retirement system for all legally eligible prior service one time during the employee's tenure as a County employee. The employee must submit a written request to the Sheriff-Coroner no later than April 1st prior to the fiscal year in which the employee intends to rollover such amounts. The Sheriff-Coroner may, in their sole discretion, waive the April 1st filing deadline for any employee.

Section 3. Golden Handshake

A. Preamble

WHEREAS, the County recognizes a revenue shortfall could occur in some budget units during the term of this MOU, and said shortfall may only be met by a downsizing of operating departments which will require the deletion of filled positions causing the layoff of permanent County employees represented by KCDOA, the County and KDCOA have agreed to exercise the provisions of Government Code § 31641.04 of the County Employees' Retirement Act of 1937 ('37 Act) (commonly called the "Golden Handshake") adopted by Kern County Ordinance G-5621 on September 21, 1991, to mitigate, where possible, the numbers of employees that must be laid off pursuant to the provisions of Kern County Civil Service Rule 1400.

B. Adopted Provisions

The Kern County Board of Supervisors, will, by board resolution, grant two (2) years of additional service credit to specified eligible employees who retire during times to be specified by Board Resolution.

C. Criteria

The County and KCDOA further agree to the implementation of § 31641.04, the Golden Handshake, subject to the following criteria:

1. The offering will be made only to eligible members holding positions within the departments specified by Board Resolution, and whose retirement would logically prevent the layoff of a less senior employee. In no instance will the County be required to make the offering if the said offering would foreseeably result in an operational detriment.

2. The number of employees offered a Golden Handshake within a department and classification, or classification series or logical progression of classifications will be limited to the number of position deletions necessary to achieve the financial objectives of the specified departments. In no event will the resultant retirements exceed the number of positions deleted.

3. In the event the operation of criterion 2 above, results in an excess number of employees desiring to participate in the Golden Handshake program, the eligible

employees will be offered the retirements in descending order of County seniority as seniority is defined in Civil Service Rule 1405.90.

4. The Sheriff-Coroner will be allowed the discretion to determine the classifications and number of eligible employees (within the criteria stated above) to which this offering will be made. This discretion, however, must be applied reasonably within the stated goal, of, whenever possible, avoiding the layoff of a permanent employee.

D. Paid Leave Balances

The County and KCDOA further agree, notwithstanding the provisions of any other existing MOU, statute, rule, or ordinance, to the following:

1. Earned sick leave payoffs, as provided in Article IV, Section 2 of this MOU will be deferred and paid as follows:

   a. One half of the qualified payoff amount will become payable upon retirement; and

   b. One half of the qualified payoff amount will become payable twelve (12) months following retirement.

2. Earned vacation payoffs, as provided by law and ordinance, will be deferred and paid as follows:

   a. One half of the qualified payoff amount will become payable upon retirement; and

   b. One half of the qualified payoff amount will become payable twelve (12) months following retirement.

3. No interest shall be earned or paid on the deferred eligible payoff amounts.

4. Any retiring employee may elect to request a salary advance against their accumulated sick leave or vacation payoff balance for the purpose of buying back any eligible prior service time, as permitted by ordinance. An advance may be made up to the total amount needed, after the deduction of payroll taxes, as determined by KCERA, to buy back eligible service time to receive credit in the KCERA retirement system. Any remaining balance of accumulated sick leave or vacation credit will be paid in equal installments as provided above.

E. Disputes

Because of the timelines involved in this program, the parties agree to the following procedure for the resolution of any disputes that may arise from application of Article VI, Section 3 of this MOU.

1. A three (3) person panel comprised of the CHRO, the Sheriff-Coroner or designee, and the President of KCDOA, will be formed to adjudicate disputes.

2. An employee who believes themself aggrieved by operation of this Section of this MOU, may submit their complaint in writing to the CHRO, who will call a meeting of the above defined panel.

3. The complainant and their representative may appear before the panel and present relevant evidence and/or argument to support their claim.

4. A complaint must be submitted within five (5) calendar days of the employee's belief they have been aggrieved.

5. The panel will reach a decision on the complaint and said decision of the panel will be final and binding upon the parties.

6. The authority of the panel to adjudicate disputes based upon operation of this MOU will terminate with this MOU.

Section 4. Professional Fees

The County agrees to pay 100% of a required fee, not to exceed $500, to each County employee who is required by a state or federal agency to maintain a license or registration to remain eligible to perform the duties of their current job classification. This provision shall not apply to a driver's license. In the event the required license or registration is for more than one year, the County will pay the required fee except that the County shall not pay any amount more than the total of $500 per year for each year of the license or registration.

Section 5. Uniform Allowance

A. Certain permanent full-time and part-time employees of the County are required by departmental regulations to wear specific uniforms. The County will determine the number of uniforms, and methods and amounts of procurement. Payment for uniform allowance shall be for active-duty periods only.

B. The County of Kern agrees to officially establish these uniform requirements by resolution, and further agrees to reimburse employees for actual costs of replacement of uniforms, or portions thereof, whenever a change in uniform requirements is approved by the Board of Supervisors and makes it necessary for employees to purchase new uniforms or portions thereof.

C. All classifications covered by this MOU shall receive an annual uniform allowance of $1,550.

D. The uniform allowance will be payable bi-weekly with the annual allowance divided by 26.089.

E. The County shall provide patches, chevrons, name tags and service stripes for uniforms.

Section 6. Rest Periods

The County agrees that the Sheriff-Coroner may authorize employees rest periods each day not to exceed fifteen (15) minutes during each four-hour period.

Section 7. Travel Expense

Any employee required to travel on business for the County, and who utilizes their privately owned vehicle shall be reimbursed at the allowable federal rate for income tax purposes for miles traveled during County business. Per diem expenses for food and lodging are set forth in the County Policy and Administrative Procedures Manual. The County shall review the mileage and per diem expenses at least annually for rate adjustment.

Section 8. Moving Allowance

Any employee transferred by the appointing authority from one geographical location to another, which entails a household move of over twenty (20) miles, shall be paid a moving allowance as follows:

21 - 50 miles	=	$150
51 - 100 miles	=	$225
101 or more	=	$275

Section 9. KERN$FLEX I

A. The employees covered by this MOU continue to be eligible to participate in the Cafeteria Plan known as KERN$FLEX I. KERN$FLEX I was developed and maintained to meet the appropriate requirements of sections 105, 106, and 129 of the Internal Revenue Code of 1986, as amended. KERN$FLEX I includes flexible spending accounts for dependent care expenses, un-reimbursed medical expenses, a premium reduction component for employee contribution to County health insurance programs, and other specified insurance programs.

B. The administration of KERN$FLEX I will be regulated by the Plan Document as adopted, and periodically amended, by the Kern County Board of Supervisors and by the applicable state and federal laws.

C. The parties have discussed the issue of employer cash contributions to cafeteria plans and agree that a cash contribution will not be a component of KERN$FLEX I.

ARTICLE VII - RECOVERY OF OVERPAYMENTS OR CORRECTION OF UNDERPAYMENT OF WAGES OR EMPLOYEE BENEFITS

A. If, because of an administrative error, any employee of the County receives payment of monies or receives benefits more than that legally due, the employee will reimburse the County by one or more of the following methods after the employee is provided the opportunity to sign a “Request for Correction of Payroll Error” at the departmental level:

1. Repayment in cash, net of taxes, in full or by a fixed installment plan agreed to by the employee and the Auditor-Controller-County Clerk after the employee is provided documentation of the error, notice, and the opportunity to object.

2. Repayment in full, deducted from the next payroll warrant issued to the employee after the employee is provided documentation of the error, notice, and the opportunity to object. This option will only be used by the Auditor-Controller-County Clerk, with due consideration of the amount to be deducted and the amount of disposable earning available to the employee.

3. Repayment by the reduction of accumulated vacation hours and/or compensatory time off hours by the number of hours calculated to produce a dollar amount, net of taxes, to repay the County after the employee is provided documentation of the error, notice, and the opportunity to object.

4. Repayment by fixed installment deductions from sequential payroll warrants after the employee is provided documentation of the error, notice, and the opportunity to object. The number and amount of installments to be determined by the Auditor-Controller-County Clerk, with due consideration of the amount of the overpayment and the amount of disposable earnings available to the employee.

5. Any combination of the above, as mutually agreeable to the employee and the Auditor-Controller-County Clerk.

B. If, because of an administrative error, any employee of the County receives payment of monies or benefits less than that legally due, the County will reimburse the employee by one or more of the following methods:

1. An employee who is underpaid on a payroll warrant will receive a corrected payment in the next available payroll cycle.

2. In the event an employee is underpaid a substantial portion of monies or benefits legally due, on a payroll warrant, the Auditor-Controller-County Clerk may issue a salary advance.

C. Disputes regarding the application of this section will be resolved pursuant to the Grievance and Arbitration Procedure. Collection of such disputed amounts will be held in abeyance until such grievance is adjudicated.

ARTICLE IX - GRIEVANCE AND ARBITRATION PROCEDURE

OBJECTIVES:

To informally settle disagreements at the employee-supervisor level.

To provide an orderly procedure to handle the grievance through each level of supervision.

To correct, if possible, the cause of the grievance to prevent future complaints.

To promote harmonious relations among employees, their supervisors, and departmental administrators.

To assure fair and equitable treatment of all employees.

To resolve grievances at the departmental level before appeal to higher levels.

DEFINITIONS: The following terms, as used in the Article, shall have the following meaning:

Grievance: A complaint by an employee, alleging a violation of this MOU, rules and regulations (except Civil Service Commission rules) or policies governing personnel practices and working conditions. A grievance may also be filed when the employee believes an injustice has been done because of an unfair application or deviation from a departmental policy.

Day: Calendar day, exclusive of Saturday, Sunday, and County holidays.

Employee: Any employee in the classified service of the County, regardless of status.

Immediate Supervisor: The person who assigns, reviews, or directs the work of an employee.

Superior: The person to whom an immediate supervisor reports.

Representative: A person who appears on behalf of the employee.

Appointing Authority: The officer or employee having charge of the administration of a department of the County.

EXCLUSIONS:

1. Work assignments, unless the complaint arises out of an allegation that the employee was required to work out-of-classification in violation of County Ordinance Code and did not receive out-of-classification pay, or unless there is evidence the assignment of work is a form of disciplinary action.

2. Classification and salary matters relative to classifications.

3. Appeals involving demotions, dismissals, salary increment denials, suspensions, promotions, separations, and examination procedures. (These matters are within the Civil Service Commission's authority.)

4. County policy and ordinance questions, including subjects involving newly established or amendments to existing Board of Supervisors' resolutions, ordinances, or minute orders, unless the allegation is that they are not uniformly administered.

5. Work performance evaluations.

6. Impasses in meeting and conferring upon terms of a proposed MOU.

7. Grievances filed after twenty (20) days from date of occurrence, or after twenty (20) days from the date the employee had knowledge of an occurrence (but in no case later than one (1) year from date of occurrence).

TIME LIMITS:

Time limits are established to settle grievances quickly. Time limits may be extended by agreement of the parties. If the grievant is not satisfied with the decision rendered, it shall be the grievant's responsibility to initiate the action, which submits the grievance to the next level of review within the time limits specified. Failure of the employee to submit the grievance within the time limits imposed shall terminate the grievance process, and the matter shall be considered

resolved. Failure of the County to respond within the time limits specified will allow the grievant to submit the grievance to the next higher step of the grievance procedure.

THE PARTIES' RIGHTS AND RESTRICTIONS

1. A party to the grievance shall have the right to record a formal grievance meeting at the expense of the requesting party.

2. The grievance procedure shall not limit the right of any employee to present a grievance individually.

3. An employee may have a representative present at all steps of the grievance procedure.

4. Reasonable time in processing a grievance will be allowed during regular working hours with advanced supervisor approval. Supervisory approval will not be unreasonably withheld.

1. Only a person selected by the employee from within a recognized employee organization and made known to management prior to a scheduled grievance meeting shall have the right to represent or advocate as an employee's representative.

6. Nothing within this grievance procedure shall be construed as limiting the right of management to manage the affairs of the County.

7. Grievances of an identical nature concerning the same subject matter, may be consolidated.

INFORMAL GRIEVANCE DISPOSITION

Within twenty (20) days from the occurrence of the issue that gave rise to the complaint, or within twenty (20) days from the employee's knowledge of the occurrence (but no later than one (1) year from the date of occurrence), an employee will promptly and informally meet to discuss the complaint with their immediate supervisor. In those circumstances where the nature of the complaint involves the immediate supervisor, the employee may informally discuss the complaint with the next higher level of supervision, provided prior notification is given the immediate supervisor by the employee. Such initial discussion shall precede the use of the formal grievance procedure. If the supervisor fails to reply to the employee within five (5) days of the meeting, or if the employee is not satisfied with the decision, the employee may utilize the formal grievance procedure.

Grievance forms are available in the department for this purpose.

FORMAL GRIEVANCE PROCEDURE

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

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

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

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

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

Step 3. If the employee is not satisfied with the decision of the Sheriff-Coroner, he may appeal the decision to the Chief Human Resources Officer (CHRO) within five (5) days from receipt of the Sheriff-Coroner's decision. In their appeal to the CHRO, all supporting documents must be attached to the grievance form, together with the grievant's reason for appeal and stated remedy requested.

The CHRO or their designee will review the original grievance, all supporting documents, the Sheriff-Coroner's response, and the remedy requested, and issue a written decision within ten (10) days of receipt of the grievance.

If the employee is not satisfied with the decision of the CHRO or their designee, the employee may, within thirty (30) days of receipt of the decision, submit the grievance to advisory arbitration by written request to the CHRO.

If the grievance is submitted to advisory arbitration, the grievant, their representative, if any, and the CHRO, or their designee, shall, within five (5) days of receipt of the grievant's request, set a date for a meeting to:

1) Attempt to settle the grievance.
2) Agree to any stipulations.
3) Agree upon the issue statement. (Issue statement will reflect issue as presented in original grievance as written on grievance form).
4) Select an impartial arbitrator.

SELECTION OF THE ADVISORY ARBITRATOR

If the parties fail to agree on an arbitrator, a list of five (5) neutrals will be jointly requested from the Federal Mediation Service, the State Mediation and Conciliation Service, or the American Arbitrator's Association. The agency will be mutually selected.

The parties shall select a neutral by alternately striking a name from the list, with the remaining name being the selected neutral. Should both parties agree that the first list submitted is unsatisfactory, the parties may request a second list.

The arbitration procedure will be informal and private. The arbitration procedure shall not be bound by any of the rules of evidence governing trial procedure in state courts.

The arbitrator will not have the power to add to, subtract from, or otherwise modify the provisions of any MOU, Rules, Regulations, or Ordinances of the County.

The arbitrator will confine themself to the issue submitted.

The arbitrator's decision shall be presented to the Board of Supervisors within 60 days from the date the decision is received by the Human Resources Division, unless otherwise agreed to by the parties.

The arbitrator's decision is binding upon approval by the Board of Supervisors.

The cost of the arbitrator shall be borne equally between the County and the grievant. Each party shall bear its own costs relating to arbitration including, but not limited to, witness fees, transcriptions, and attorney fees.

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

ARTICLE X - SEVERABILITY

If any provisions of this MOU, or the application of such provision shall be rendered or declared invalid by any court action, or by reason of any existing or subsequently enacted legislation, the remaining parts or portions shall remain in full force and effect.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

ARTICLE XI - DURATION OF THE MOU

A. Upon ratification by the KCDOA and approval by the Board of Supervisors, this MOU shall become effective and binding upon the parties in accordance with Section II, Article 14, of the EERR.

B. The term of this MOU shall be from the date the Board of Supervisors approves this MOU through June 30, 2027.

This Memorandum of Understanding entered into and signed this _____ day of _____, 2026.

KCDOA:

_____
Brandon Harleston
President

COUNTY OF KERN:

_____
Philip Peters, Chairman
Kern County Board of Supervisors

_____
Approved as to Content
Tracey A. Eldridge
Chief Human Resources Officer

_____
Approved as to form
Deputy County Counsel

_____
Larry McCurtain
Undersheriff