

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

ENTERED INTO
July 1, 2024 to June 30, 2025

BY AND BETWEEN

AUTHORIZED REPRESENTATIVES OF
KINGS COUNTY
(hereinafter "County")

AND

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

MEMORANDUM OF UNDERSTANDING – PROSECUTORS ASSOCIATION

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ARTICLE 1 PREAMBLE

Representatives of the County of Kings and representatives of the Kings County Prosecutors Association KCPA, have met and conferred in good faith and have mutually agreed as a result of that process to recommend to the Kings County Board of Supervisors and the General Membership of KCPA. adoption of this Memorandum of Understanding and implementation of its terms and conditions of employment.

ARTICLE 2 RECOGNITION

Pursuant to the provisions of the County's Employer-Employee Relations Resolution Number 69-95, and Chapter 10, Division 4 of the California Government Code (Section 3500 et seq.) the County has recognized KCPA as the exclusive representative for all regular, permanent employees within the bargaining unit consisting of the following classifications:

- Deputy District Attorney I/II/III/IV
- Attorney – Child Advocacy I/II/III/IV
- Attorney – Child Support I/II/III/IV
- Senior Deputy District Attorney

ARTICLE 3 PAYROLL DEDUCTION

It is understood and agreed by the parties that, pursuant to Article III, Section 14 of the Employer-Employee Relations Policy, the Association has the right to payroll deduction of membership dues and insurance premiums upon written authorization by the affected employee. KCPA shall send an email to the Finance Department and Human Resources of all members and their allocated deductions and certify that KCPA has written authorizations of said memberships and that it is maintained by KCPA. Such deductions shall be made bi-weekly and forwarded to the Association.

ARTICLE 4 FULL UNDERSTANDING

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

ARTICLE 5 CURRENT CHANGES IN TERMS AND CONDITIONS

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

ARTICLE 6 FUTURE CHANGES IN TERMS AND CONDITIONS

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

parties. Changes in other terms and conditions of employment may be accomplished otherwise as provided by law.

ARTICLE 7 WAIVER OF APPEAL

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

ARTICLE 8 SAVINGS

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

ARTICLE 9 ASSOCIATION INFORMATION FOR NEW EMPLOYEES

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

ARTICLE 10 NO STRIKE -- NO LOCKOUT

During the term of this Memorandum of Understanding, KCPA, its staff, elected officials, agents and members agree that they shall neither encourage nor engage in any strike, work stoppage, slowdown, sick-out, or other concerted refusal to work for or against Kings County.

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

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

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

The County shall not lock out employees.

ARTICLE 11 COUNTY RIGHTS

Except as otherwise specifically provided in this Agreement, the County has and retains the sole and exclusive rights and functions of management, including, but not limited to, the following:

- a. To determine the nature and extent of services to be performed, as well as the right to determine and implement its public function and responsibility.
- b. To manage all facilities and operations of the County, including the methods, means and personnel by which County operations are to be conducted.
- c. To schedule working hours and assign work.
- d. To establish, modify or change work schedules or standards.
- e. To direct the working forces, including the right to hire, assign, promote, demote or transfer any employee.
- f. To determine the location of all plants and facilities.
- g. To determine the layout and the machinery, equipment or materials to be used.
- h. To determine processes, techniques, methods and means of all operations, including changes or adjustments of any machinery or equipment.
- i. To determine the size and composition of the workforce.
- j. To determine policy and procedures affecting the selection or training of employees.
- k. To establish, assess and implement employee performance standards including, but not limited to, quality and quantity standards; the assessment of employee performance; and the procedures for said assessment.
- l. To control and determine the use and location of County property, material, machinery and/or equipment.
- m. To schedule the operation of and to determine the number and duration of shifts.
- n. To determine safety, health and property protection measures.
- o. To transfer work from one job to another or from one plant or unit to another.
- p. To introduce new, improved or different methods of operation or to change existing methods.
- q. To lay off employees from duty for lack of work, lack of funds or any other reason.
- r. To reprimand, suspend, discharge or otherwise discipline employees.

- s. To establish, modify, determine, or eliminate job classifications.
- t. To promulgate, modify and enforce work and safety rules and regulations.
- u. To take such other and further action as may be necessary to organize and operate the County in the most efficient and economical manner and in the best interest of the public it serves.
- v. To contract or subcontract construction, services, maintenance, distribution or any other work with outside public or private entities.

ARTICLE 12 GRIEVANCE PROCEDURE

Refer to Chapter 10 of the County Personnel Rules.

ARTICLE 13 SICK LEAVE

1. Accrual

- a. All regular full-time and regular part-time employees hired prior to January 1, 1999, shall be entitled to point zero-four-six-one-five-four (.046154) hours of sick leave with pay for each hour of the actual hours of regular employment.
- b. All regular full-time and regular part-time employees hired after the effective date of the contract will accrue sick leave as follows:

| Service Hours | Hours Earned | Sick leave earned at the rate of (based on hours worked) |
|-----------------|--------------|--|
| 0 - 10,400 | 80 (10 days) | 0.038462 |
| 10,401 - 20,800 | 88 (11 days) | 0.042308 |
| 20,801 + | 96 (12 days) | 0.046154 |

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

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

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

- Children (including Legal Wards or guardians)
- Parents
- Grandchildren
- Grandparents
- Brothers

Sisters
Spouse or Registered Domestic Partner

Whether by blood or marriage or adoption.

ARTICLE 14 USE OF EMPLOYEE BENEFITS

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

ARTICLE 15 VACATION

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

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

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

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

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

3. In addition to the vacation accrual above, employees will be granted 100 hours of additional professional vacation time in the first full pay period of each fiscal year (or pro-rated upon hire date) (effective FY 15-2024). Employees may, at their option, sell back up to 80 hours of the 100 accrued professional vacation each fiscal year at their hourly rate of pay. If this time is not used by the end of the fiscal year, any remaining balance will be automatically cashed out to the employee. The remaining 20 hours of leave cannot be cashed out and must be taken as time off only. If any hours remain at the end of the fiscal year after 80 hours are cashed out,

the remaining hours will carry over to the new fiscal year. However, the hours granted for the new fiscal year shall be reduced by the number of hours equal to those carried over.

4. Employees may, at their option, sell back 8 hours of accrued vacation each fiscal year, at their hourly rate of pay, to be contributed directly to the employee's choice of the County contracted deferred compensation programs. Employees must be eligible for vacation by virtue of completing an initial probationary period.
5. For purposes of payroll processing of professional vacation hours described above, the end of the fiscal year is defined as the last day of pay period 13 in any year.

ARTICLE 16 TERM LIFE/ACCIDENT INSURANCE

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

ARTICLE 17 DEFERRED COMPENSATION

For every four dollars contributed to the County contracted deferred compensation programs by employees, the County shall contribute one dollar to the employee's account, up to a maximum of twenty-five hundred dollars (\$2,500) per calendar year. The maximum amount will increase from \$2,500 to \$2,750 effective January 1, 2025.

ARTICLE 18 HOLIDAYS

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

1. The days established as holidays are:
 - January 1, New Year's Day
 - Third Monday in January, Martin Luther King Day
 - Third Monday in February, Presidents Day
 - Last Monday in May, Memorial Day
 - July 4, Independence Day
 - First Monday in September, Labor Day
 - November 11, Veterans Day
 - The day designated as Thanksgiving Day
 - The day following Thanksgiving Day
 - December 24, Christmas Eve.
 - December 25, Christmas Day
 - Half-day (4 hours) the working day before the day observed as New Year's Day.
 - Such other days as the Board of Supervisors may determine by resolution.
2. Employees must be in fully paid status to qualify to receive holiday pay either the day prior or after the holiday.

3. Nothing herein shall prevent the head of any department or institution which by reason of the nature of the service must remain open on holidays, from requiring employees thereof to work on any holiday.
4. When a holiday established by this article falls on a Saturday, the preceding Friday shall be deemed to be the holiday in lieu of the day observed.
5. When a holiday established by this article falls on a Sunday, the following Monday shall be deemed to be the holiday in lieu of the day observed.
6. Only 8 hours of holiday pay is permitted on any one full-day holiday. Only 4 hours of holiday pay is permitted on any half-day holiday.
7. Part-time employees shall be credited with holiday pay in the same ratio that their regular part-time service bears to regular full-time service.
8. Notwithstanding anything in this Article to the contrary, extra help employees shall not be entitled to paid holidays.
9. In 2024, County offices (where possible) will be closed to the public before and/or after and between Christmas and New Years providing four and one-half days of additional holiday time to all employees in the bargaining unit. If any employee is required to work during this period when their office is closed or is not permitted to have the time off due to the requirements of their position (e.g., Court appearances), the employee shall record the time as holiday credit on their timecard, up to the actual amount of time worked during that week, not to exceed 52 hours for 2024. NOTE: Holiday Credit Work Bank cannot exceed more than 50 hours accrued and there is no cash value.

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. Employees must be in fully paid status before Christmas Eve and after New Years' Day to participate in the closure.

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

2024

Monday, December 23, 2024 – 8 hours

Thursday, December 26, 2024 – 8 hours

Friday, December 27, 2024 – 8 hours

Monday, December 30, 2024 – 8 hours

Tuesday, December 31, 2024 – 4 hours

Thursday, January 2, 2025 – 8 hours

Friday, January 3, 2025 - 8 hours

ARTICLE 19 MILEAGE REIMBURSEMENT

Employees may be required to use personal vehicles for travel in performance of their duties. In this case, the mileage shall be reimbursed at the rate allowable by the I.R.S. regulations as determined and administered by the Director of Finance.

ARTICLE 20 FAMILY ILLNESS LEAVE

An employee shall be permitted to use in any calendar year the employee's accrued and available sick leave entitlement, in an amount not less than the sick leave that would be accrued during six months at the employee's then current rate of entitlement, to attend to:

1. A child, which for purposes of this article means a biological, adopted, foster child, stepchild, legal ward or a child to whom the employee stands in loco parentis. This definition of a child is applicable regardless of the age or dependency status;
2. A biological, adoptive, or foster parent, 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;
3. A spouse;
4. A registered domestic partner;
5. A grandparent;
6. A grandchild;
7. A sibling; or
8. A designated person, which for purposes of this article, means a person identified by the employee at the time the employee requests paid sick days. Limited to one designated person per 12-month period for paid sick days.

The categories of qualifying family members defined above are defined by law as of the signing of this Agreement. The intent of this section is to reflect the requirements of current law, and this section is not intended to contradict, supplement, or diminish these legal requirements. Accordingly, any changes to such applicable laws shall supersede this MOU section.

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 their family member as defined above. This article does not extend the maximum period of leave to which an employee is entitled under Section 12945.2 of the Government Code or under the Family Medical Leave Act of 1993, regardless of whether the employee receives sick leave compensation during that leave. (See Article 13 for sick leave accrual rates.)

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

ARTICLE 21 DISABILITY INSURANCE (S.D.I.)

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

ARTICLE 22 HEALTH/DENTAL/OPTICAL PLAN

Employees who are enrolled in a pretax insurance plan will not be allowed to drop insurance coverage except at open enrollment unless the employee has a qualifying event.

- A) Effective July 1, 2024 (pay period 15-2024) deductions begin pay period 12-2024 and based on 24 pay periods annually, the County contribution to the Health and Dental/Optical Plan, shall be as follows:

| <u>Health/Dental/ Vision Plan level</u> | <u>County Monthly Contribution</u> |
|---|--|
| Single | \$707.91 |
| Two-Party | \$1,288.88 |
| Family | \$1,939.33 |
| <u>Dental/ Vision Only(1)</u> | <u>County Monthly Contribution</u> |
| Single | \$36.24 |
| Two-Party | \$67.99 |
| Family | \$106.94 |

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

Insurance premium increases shall be shared equally between the employer and the employee through the term of this agreement with both the employer and employee having an equal percentage applied to their share. At the expiration of this contract, absent a successor agreement, the employee is responsible for paying 100 percent of any premium increases.

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

ARTICLE 23 DIRECT DEPOSIT OF PAYROLL CHECKS

All employees hired on or after January 1, 2005 shall be subject to mandatory participation in the direct deposit of their County payroll checks. Prior to the commencement of employment, any such employee shall complete a direct deposit sign-up/authorization form for the direct deposit of the payroll check.

ARTICLE 24 RETIREMENT

- A) Employees hired on or after January 1, 2013 and designated as “new members” to CalPERS are eligible for the PERS 2% at 62 Miscellaneous plan pursuant to AB 340/SB197 (pension reform). These employees pay a contribution rate reviewed and set annually by CalPERS, currently 6.25% of salary. Such payment shall vest to the employee.

- B) County employees hired prior to January 1, 2013, or those hired on or after that date that are not designated as “new members” to CalPERS, are eligible for the 2% at 55 Miscellaneous Plan. These employees pay the entire 7% of salary PERS employee contribution. Such payment shall vest to the employee.

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

ARTICLE 25 RETIREE HEALTH BENEFIT:

This Article does not apply for employees who elect the PERS service credit.

- A) Employees hired after January 1, 1999, who have 5 years of Kings County continuous service immediately prior to retirement, are age 50 or older, and retire in good standing at the time of their separation from Kings County employment will receive a percentage of the dollar value of accrued sick leave (at time of retirement) put into an “account” to be used toward Kings County health insurance premiums, at a rate not to exceed the family option per month until the employee, and/or spouse if covered, is eligible for Medicare or the money runs out, whichever occurs first. When an employee and/or spouse, if covered, reach Medicare eligibility the remaining money may be used for Medicare supplemental premiums until the money runs out. The retiree health benefit percentage shall be as follows:

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

To qualify for the retiree health benefit the employee and any dependents to be covered must be enrolled in the County’s existing health benefit plan at the time of the employee’s retirement from County service. Retiree

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 eligibility 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 eligibility 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 or Medicare supplemental insurance premiums, if eligible as stated above. Any unused balance in the account remains the property of the County.

- B) Employees hired prior to January 1, 1999, who separate in good standing shall be allowed a one time irrevocable election to decide whether to receive the retiree health benefit option (if eligible) or cash as follows:

| Service Hours | Percent of compensation (based on hrs) | | Percent of compensation (based on hrs) Retiree Health Benefit |
|-----------------|--|----|---|
| | Cash | OR | |
| 10,401 - 41,600 | 25% | | 40% |
| 41,601 and over | 30% | | 50% |

Taxes will be paid by the employee on the full cash distribution, or the portion of the deposit into the account that could have been taken in cash. Additionally, the cash benefit is taxable in the year the cash is received. Any unused balance in the account remains the property of the County.

- 1) Retiree health benefit option:

To qualify for the retiree health benefit (non-cash) employees must have 5 years of Kings County continuous service immediately prior to retirement, are age 50 or older, and retire in good standing at the time of separation from Kings County employment. A percentage of the dollar value of accrued sick leave (at time of retirement) will be put into an "account" to be used toward Kings County health insurance premiums. 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 retirement in good standing from County service. Employees electing to utilize the retiree health benefit option must submit their election in writing to the County Department of Finance not later than 14 days prior after the effective date of retirement. If the employee elects the retiree health benefit option, the County will pay up to the family option per month toward the employee's health insurance premium until the employee, and/or spouse if covered, is eligible for Medicare or the money runs out, whichever occurs first. Retiree 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 eligibility and, in the case of children, only to the age permitted under the plan

contract as dependent children. When an employee and/or spouse, if covered, reach Medicare eligibility the remaining money may be used for Medicare supplemental premiums until the money runs out. If the retiree dies prior to Medicare eligibility and there is money remaining in the account, the employee's dependent(s) may continue to use the account, if eligible as stated above. 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 retiree health benefit option within 30 days of the death of the employee.

2) Cash benefit option:

Employees who fail to elect the retiree health benefit will be cashed out, if eligible. If the employee elects the cash option, the employee will receive the benefit if the employee separates in good standing as a result of resignation, layoff, retirement or death.

ARTICLE 26 LAYOFF PRIVILEGES

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

ARTICLE 27 LEGAL SPECIALIST CERTIFICATION PAY

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

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

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

ARTICLE 28 SALARY

Employees in classifications covered by this Agreement (see Article 2-Recognition) shall receive a 5.0 range (approximately 5.0%) salary increase on August 19, 2024 (Pay Period 18-2024) or upon ratification and approval of the Board of Supervisors, whichever is later.

ARTICLE 29 ASSOCIATION ACCESS RULE

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

Access shall be restricted so as not to interfere with the normal operations of the Department or with established safety or security requirements. Non-county employee association representatives may not utilize employee only entrances and may be required to be escorted into various areas of workspace at the discretion of the Department Head.

ARTICLE 30 STEWARDS RELEASE TIME

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

1. Designated representatives of the Association 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 their 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.
2. The Association may designate up to three (3) designated representatives of the Association who will be granted up to three (3) hours per month of release time to attend meetings of the Association Board of Stewards. All employees shall be released on the same day as designated by the Association, and the members' meeting shall be held at a site other than on County premises. Such release time may not be accumulated from month to month; employees who are sick or otherwise absent from work waive their right to release time.
3. The Association may designate up to three (3) representatives who shall be authorized to attend all negotiation meetings between the Association and the County. One representative shall be authorized to attend meetings of the Health Insurance Committee.

ARTICLE 31 EMPLOYEE ASSISTANCE PROGRAM

Effective July 1, 2023, 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 30 shall advise the County on plan design and selection of providers.

ARTICLE 32 MEMBERSHIP DUES

The County will reimburse, or pay, the State Bar of California, Bar Dues for each employee covered by this MOU. The County shall not pay for any Attorney Specialization Bar Dues nor section Membership fees. Employees who seek reimbursement of the Bar Dues shall submit request for reimbursement to their department within 30 days. The employee shall be responsible for any penalties and fees that may be assessed as a result of failure to pay Bar Dues timely.

ARTICLE 33 ADVANCED VACATION ACCRUAL FOR NEW HIRES

Upon the recommendation of the District Attorney, the Human Resources Director may authorize a vacation accrual rate for employees covered by this Agreement (see Article 2) hired from outside the County at an amount equivalent to what their accrual would be if their service time with other public agencies was earned in Kings County. Additionally, when this advanced accrual rate is authorized at the time of hire, the prior public service time will be used for calculating future adjustments to the accrual rate as if the time was earned with Kings County.

This provision shall also apply to bargaining unit members hired as of 8/1/2024 who have service time with other public agencies as an Attorney.

ARTICLE 34 WORK OUT-OF-CLASS PAY

- a. Work out-of-class pay is additional compensation for assignments in which the employee is specifically assigned to perform the full scope of an upgraded classification.
- b. Those employees defined as "Classic" members under the California Public Employee's Pension Reform Act of 2013 (PEPRA), and who are working out of class due to an ongoing recruitment, cannot exceed 960 hours per fiscal year under Government Code §20480.
- c. Work out-of-class shall be assigned in writing (on the County's out-of-class Form) approved by a duly authorized supervisor and submitted to the Human Resources Director for verification of eligibility and/or approval. A copy of the completed form will be provided to the employee.
- d. Compensation for work out-of-class pay shall be no less than five percent higher than the compensation rate the employee was receiving prior to the temporary assignment. Additionally, they shall be paid at the wage rate of the classification to which they are temporarily assigned which is next higher step or five percent higher, whichever is greater, to their present wage rate, but not more than Step 5 of the temporary classification. During a period of time an employee is assigned

to an out-of-class pay rate, only actual hours worked and holiday hours are to be compensated at the out-of-class pay rate.

- e. No work out-of-class compensation will be considered or paid for assignments of five workdays or less. Pay at the higher level will begin at the start of the sixth work shift.
- f. Probationary employees may be eligible to work out-of-class at the discretion of the District Attorney.
- g. A work out-of-class assignment for training purposes may be excluded from work out-of-class upgrade pay compensation so long as the employee is notified in writing that the assignment is for training purposes.

ARTICLE 35 NOTIFICATION OF NEW HIRES AND CHANGES IN MEMBERSHIP

The County shall provide the Association with the name, job title, department of any newly hired employee in the bargaining unit within 30 days of the date of hire or by the first pay period of the month following hire.

The County will also provide the Association with the same information for all employees in the bargaining unit at least every 120 days.

ARTICLE 36 ASSOCIATION MEETINGS WITH MANAGEMENT

The Association may request to hold a Labor Management Conference with County HR once per quarter, or more often if agreed to by the parties. Prior to convening a Labor Management Conference the Association shall provide an agenda of the items it would like to discuss.

While not a provision of this agreement, the County anticipates bringing a revised personal rule which will allow the department to provide additional step increases within the classification range by the end of the month to the Board of supervisors.

ARTICLE 37 TERM

Except where otherwise specifically stated herein, this agreement shall be effective for the period of July 1, 2024 through June 30, 2025.

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

K.C.P.A.
AUTHORIZED REPRESENTATIVES



Christian Park, President



Joshua Pedersen, Vice President

COUNTY OF KINGS
AUTHORIZED REPRESENTATIVES



Carolyn Leist, HR Director



Melissa Avalos, Principal Personnel Analyst

APPENDIX A (SIDE LETTERS)

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

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

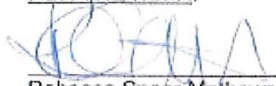
Chart to convert Minutes to Tenths of an Hour

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

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


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

FOR THE KCPA:


 Rebecca Speer-Mathews
 President

9/15/15
 Date

FOR THE COUNTY:


 Gregory S. Borboa
 Human Resources Director

5/18/15
 Date

**LETTER OF AGREEMENT BETWEEN THE COUNTY OF KINGS
AND
KINGS COUNTY PROSECUTORS ASSOCIATION (KCPA)
April 6, 2018**

This is to confirm that the Kings County Prosecutors Association (KCPA) and the County of Kings hereby agree that ten names will constitute a basic certification for open recruitment employment lists. This type of recruitment is normally conducted to fill vacancies which are either entry level in nature or not a normal progression in a series.

Kings County Prosecutors Association (KCPA) and the County have mutually agreed to the following changes to the Kings County Personnel Rules, Chapter 4, "Selection Process", Section 4052 – 4053.3 regarding the changes to eligible list resulting from Open Recruitments as follows:

4052 Number of Eligibles to be Certified to Permanent Positions

4052.1 To a One-Position Vacancy

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

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

4052.2 To Multiple Vacancies

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

4052.3 Incomplete Certification

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

4052.4 Resolving Ties

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

Page 2

Letter of Agreement – KCPA/County of Kings

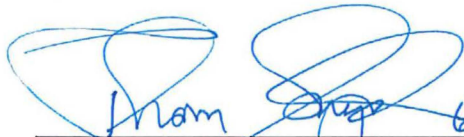
Re: Chapter 4, Eligible Lists

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

Understood and agreed to:

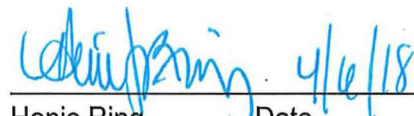
FOR THE KCPA:


FOR THE COUNTY:


Thom Snyder
KCPA President
Date 6 APR 2018


Leslie McCormick Wilson
Human Resources Director
Date 4/6/18


Louis Torch
KCPA Vice-President
Date 4/6/18


Henie Ring
Principle Personnel Analyst
Date 4/6/18


Carolyn Leist
Personnel Analyst
Date 4/6/18

SIDE LETTER OF AGREEMENT TO THE 2021-2023 MOU BETWEEN
THE COUNTY OF KINGS (COUNTY) AND
THE KINGS COUNTY PROSECUTOR'S ASSOCIATION (KCPA)
RE: SALARY INCREASE AND RETENTION

July 25, 2024

This is to confirm that the Prosecutors Association ("KCPA") and the County of Kings ("County") have met and conferred on July 25, 2024, to discuss a revision to the previous provision of the retention bonuses. Specifically, a new position of Senior Deputy District Attorney was established and added to the membership of the Prosecutors Association.

RETENTION BONUS

Deputy District Attorney I/II/III/IV's classifications only shall receive up to an amount of \$15,000 as a retention bonus. The retention bonus shall be effective for current Deputy District Attorney I/II/III/IVs beginning September 4, 2023. The retention bonus shall be paid to Deputy District Attorney's on a pay-period basis from September 4, 2023 (PP19-2023) through December 24, 2023 (PP26-2023) in the amount \$625 per pay period for each actively employed pay-period (active status) and from December 25, 2023 (PP01-2024) through December 21, 2025 (PP26-2025) in the amount of \$192.31 per pay period for each actively employed pay-period (active status) between December 25, 2023 through December 21, 2025.

In addition to the classifications listed above, and approval of the newly established position by the Board of Supervisors on October 17, 2023, the above indicated retention bonus shall also apply to the Senior Deputy District Attorney.

Attorney I/II/III/IV-Child Advocacy and Attorney I/II/III/IV-Child Support classifications only, shall receive up to an amount of \$10,000 as a retention bonus. The retention bonus shall be effective for current employees in these classifications beginning September 4, 2023 (PP19-2023) or upon ratification and approval of the Board of Supervisors, whichever is later. The retention bonus shall be paid to employees on a pay-period basis in an amount of \$192.31, for each actively employed pay-period (active status) between September 4, 2023 (PP19-2023) through August 31, 2025 (PP18-2025).

If the above represents your understanding of the Agreement, please sign below.

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

ASSOCIATION:

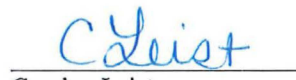
COUNTY:



Christian Park
President

7/25/2024

Date



Carolyn Leist
Human Resources Director

7/29/24

Date

SIDE LETTER OF AGREEMENT TO THE 2021-2023 MOU BETWEEN
THE COUNTY OF KINGS (COUNTY) AND
THE KINGS COUNTY PROSECUTOR’S ASSOCIATION (KCPA)
RE: PERSONNEL RULE, CHAPTER 13

August 8, 2024

This is to confirm that the Prosecutors Association (“KCPA”) and the County of Kings (“County”) have met and conferred on August 8, 2024, to discuss temporary modifications to the County’s Personnel Rules to allow flexibility for the District Attorney in their ability to recruit and retain qualified attorneys. Due to the challenges faced by Kings County in recruiting and retaining qualified attorneys, the County is proposing temporary modifications to Chapter 13 of the County’s Personnel Rules through December 31, 2025. Upon expiration of the temporary modifications, the County will reassess to determine if it is necessary to extend the temporary modifications.

| | | |
|---|--|--|
|  | COUNTY OF KINGS California PERSONNEL RULES | Chapter 13 Compensation Plan Administration |
| | | Effective Date: 12/20/1988 Last Revision Date: 06/03/08 |

CHAPTER 13
COMPENSATION PLAN ADMINISTRATION

This rule describes the processes used in determining and compensating County employees for their service.

13010 **Definitions**

13011 **Actual Service**

For the purpose of determining the amount of sick leave and vacation earned, the term "actual service" shall mean the number of days regular hours actually worked on the job and the major fraction of working days within a biweekly pay period shall be deemed one pay period of actual service provided, however, that absence from work due to sick leave with pay, vacation with pay, injury or illness incurred in County service and absence on temporary military duty shall be deemed actual service.

13012 **Anniversary Date**

An anniversary date is a date from which time is computed to determine eligibility for advancement within the salary range for a given class. It is established initially by the date of entrance into county service and thereafter by effective dates of advancement within a salary range; and by the effective dates of any subsequent promotions or upward reclassifications and succeeding step advancements. Step advancements shall be effective on the first day of the pay period following the completion of the required period of service.

- 13013** **Basis of Pay**
For the purpose of determining an employee's compensation, he/she shall be paid an hourly wage unless otherwise indicated in the County Ordinance Code or Salary Resolution.
- 13014** **Continuous Service**
For the purpose of determining eligibility for sick leave allowance, eligibility for step advances and vacation eligibility, the term "continuous service" shall mean that service commencing with appointment to a position and continuing until broken by resignation or discharge.
- 13015** **Satisfactory Service**
Satisfactory service is hereby defined as meeting the work and conduct standards established by the department.
- 13016** **Special Hiring Rate**
Amendment of the Salary Resolution to permit hiring at a specific step above the first for a particular classification shall establish the initial hiring step as the minimum salary for employees within that class. Incumbent employees who are on steps lower than the recruitment step shall be advanced to the new minimum salary effective the same date
- 13017** **Y-Rated**
Continuance of present salary when an employee's position is reclassified downward and his/her present salary is above step 5 of the salary range to which the new classification is assigned. This salary continues for the employee affected until the fifth step of the salary range for his/her new classification equals or exceeds the continued salary.
- 13020** **Payday**
Personnel are paid bi-weekly within 5 working days after the close of each pay period. Pay periods close on every other Sunday.
- 13030** **Timekeeping**
Each department head is responsible for keeping records of employee attendance. At the time attendance sheets are submitted to the Auditor, department shall certify that each employee in their department has performed the number of hours work shown on the attendance sheet.
- 13040** **Certification Before Payment**
Except as otherwise required by State Law, the Auditor shall not approve any salary or compensation for services for any person holding or performing the duties of any position in the classified or unclassified service, unless he/she has in his/her possession a form certified by the Director to the effect that the name, title and rate of pay of the person to be paid are in accordance with the provisions of the County Ordinance Code, and the County Salary Resolution.
- 13050** **Step Advancement**
In those classifications which have five step ranges, the five steps shall be interpreted and applied as follows:
- 13051** The first step is the minimum rate and shall normally be the hiring rate for the class. In cases where it is difficult to secure qualified personnel or if a person of unusual qualifications is engaged, the department head may, with the concurrence of the County

Administrative Officer, hire ~~at the second or third step. Above~~ the ~~third~~ second step ~~appointments are possible only with the approval of the Board of Supervisors.~~

13052 The second step is an incentive advancement to encourage an employee to improve ~~his/her~~ their work. Employees may be advanced to the second step after six months (1040 regular working hours for full time employees) of actual and continuous satisfactory service at the first step upon written recommendation of the department head.

13053 An employee may be advanced to the third step after the completion of one year (2080 regular working hours for the full-time employee) of actual and continuous satisfactory service at the second step upon written recommendation of the department head.

13054 An employee may be advanced to the fourth step after the completion of one year (2080 regular working hours for the full-time employee) of actual and continuous satisfactory service at the third step upon written recommendation of the department head.

13055 An employee may be advanced to the fifth step after the completion of one year (2080 regular working hours for the full-time employee) of actual and continuous satisfactory service at the fourth step upon written recommendation of the department head.

13060 Anniversary Date

13061 First Anniversary Date

The first anniversary date shall be the first day of the pay period following the completion of six months (1040 regular working hours for the full-time employee) on original appointment or as a result of promotion or reclassification to the first step of a higher salary range.

13062 Advanced Step

If employed, re-employed, promoted or reclassified to a position, the rate of pay for which is other than the first step of a range, the anniversary date for subsequent advances within said range shall be the first day of the pay period following the completion of one year (2080 regular working hours for full time employees) in paid status.

13063 Notice of Anniversary Date

Each department head will be notified by the Director two pay periods prior to the salary advancement date of each employee in the classified or unclassified service prior to the anniversary date, the department head shall review the employee's performance to determine whether or not the employee is entitled to a merit advancement within the provisions of these rules. The department head shall make a performance evaluation on forms and in the manner prescribed by the Director, a copy of which shall be forwarded to the Personnel Department and placed in the employee's personnel file.

13064 Postponing Anniversary Date

If the work of an employee does not meet required standards, the department head may delay such employee's anniversary merit pay increase until such time as said employee has demonstrated a work performance which entitles him/her to a merit pay increase. If the step advance is disallowed, the performance rating form shall contain the signature of the employee acknowledging notice of the disallowance and the reason therefore. The responsibility for submitting a written allowance of increase after disallowance shall be with the department head.

13065 Anniversary Date Overlooked

If an employee's anniversary date is overlooked through an error, upon discovery of the error, the Auditor shall honor additional compensation within the next pay period after said action should have been taken, and employee shall be paid at the increased rate from the anniversary date.

13066 Department Head's Anniversary

In the case of appointed department heads, the County Administrative Officer shall submit merit advancements to the Board of Supervisors.

13067 Performance Reports

A performance report is required annually for each employee in the classified service. A performance report for each employee recommended for anniversary advancement shall be submitted to the Director together with such recommendation. Such performance report shall indicate service of a quality consistent with the proposed advancement and shall be on forms provided by the Director.

13070 Other Salary Changes

In addition to step advancements, an employee's salary and/or job classification may be adjusted by:

13071 Salary Range Adjustments

When a salary range adjustment occurs, an employee shall be placed on the same step within the new range as he/she occupied within the old range. Anniversary dates remain unchanged when salary range adjustments occur.

13072 Promotion

When an employee is promoted to a classification having a higher range, he/shethey shall be placed on such step of the new range as to receive the nearest bi-weekly salary that provides a minimum 5% increase over that salary formerly received. The provision of a minimum 5% salary increase shall not apply in the instance of promotion to a range in which there is no step which would allow an increase greater than 2 1/2%. The employee's anniversary date will be changed to coincide with the effective date of promotion.

13072.1 In cases where it is difficult to secure/retain qualified personnel or if a person of unusual qualifications is engaged, the department head may, with the concurrence of the County Administrative Officer, promote employees beyond the 5% minimum increase.

13072.12 If an employee does not pass the probationary period and returns to the class in which he/she held permanent status, the employee shall be returned to the salary to which he/she would have been entitled if the promotion had not occurred.

13073 Reclassification Upward

When an employee's position is reclassified upward, his/her salary shall be treated exactly as though he/she were receiving a promotion.

13074 Demotion

When an employee is demoted to a classification having a lower salary range, he/she shall be placed on such step of the new range so as to receive the same salary he/she was receiving under the old range. If the same salary is not a step in the new range, he/she shall be placed on such step of the new range as to receive the nearest lower salary. The employee's anniversary date will remain unchanged.

13074.1 If an employee voluntarily demotes during the probationary period and subsequently returns to the class from which he/she was promoted, the employee shall be returned to the salary to which he/she would have been entitled had the promotion not occurred.

13075 **Reclassification Downward**

When an employee's position is reclassified downward, he/she shall be placed either: (a) on such step of the new range as to receive the same salary he/she was receiving under the old range; or (b) he/she shall be placed on the step of the new range next higher than his/her present salary if the present salary is between steps of the new range; or (c) his/her salary shall be Y-rated, if above the fifth step of the range and shall remain unchanged until such time as general salary adjustments increase the salary for the new classification to a range which encompasses the Y-rated salary. The employee's anniversary date will remain unchanged.

13076 **Administrative Salary Reduction**

A department head may reduce an employee from any step of the salary range to any appropriate lower step of the same range upon failure of the employee to maintain a standard of work reasonably expected of one on the range and step on which he/she has been placed. In such event, the employee may again be raised by the department head to any step not higher than that from which he/she was reduced without any time requirement or other consent, when in the opinion of the department head the standard of service has been reestablished.

13077 **Lateral Transfer**

When an employee transfers to a position in a different job classification within the same salary range, he/she shall continue to receive his/her current salary and the anniversary date will remain the same.

13078 **Layoff, Reorganization or Special Circumstances**

In instances relating to layoff, reorganization, or special circumstances, an employee accepting or wishing to accept a position in a classification having a salary range lower than that in which he/she presently has status may have his/her salary maintained in accord with Section 13075, Reclassification Downward. If it is determined to be in the best interest of the County, the County Administrative Officer may authorize such action.

13079 **Special Salary Upgrading**

The County Administrative Officer may authorize a special salary upgrading for the incumbent of a permanent position who is temporarily assigned the work of a higher position where determination is first made that such action will be in the best interest of the County. In making this determination the County Administrative Officer shall take into consideration the recommendation of the Director and appropriate department head(s) involved. Upgrading may only be made in cases where:

13079.1 A permanent position incumbent is expected to be absent a minimum of thirty days or more.

- 13079.2** A permanent position vacancy exists and organizational considerations are necessary prior to its being filled permanently.
- 13079.3** The best interests of the County would be served from either a special project completion, training or special assignment standpoint.
- 13079.4** Upgradings may extend for no longer than six months except that the County Administrative Officer may, when extenuating circumstances exist, approve an extension of up to a maximum of three months.
- 13079.5** Merit System status and classification title for employees receiving a special salary upgrading shall remain unchanged.
- 13079.6** Special Salary upgrading shall not be approved if it is expected at the outset that the duration will exceed six months and its purpose is to perform the duties of an absent permanent position incumbent or those of a vacant permanent position. In these instances, positions shall be filled in the normal manner on a permanent basis by processes specified for either classified or unclassified positions.
- 13079.7** Upgraded salary under this section shall be computed as though the employee were receiving a promotion (see Section 13072). Upon termination of the special salary upgrading, the employee shall be returned to the salary of his/her own permanent position to which he/she would have been entitled if the upgrading had not occurred.
- 13079.8** If the employee receiving a special salary upgrade is subsequently appointed to the position, he/she may receive up to three months time-in-step, upon request of the department head, for time worked in the special salary upgrading. This time will count towards completion of the new probationary period.

13080 **Reinstatement**

When an eligible employee is reinstated to a position in which he/she had permanent status, he/she shall be placed on the same step of the salary range that he/she occupied at time of separation. The individuals' vacation accrual shall be set at the same rate as that earned at the time of separation and future adjustments will be earned as if the employee had been on unpaid leave and there had been no break in service.

13081 **Exceptional Salary Changes**

In any case where by reason of unusual circumstances, rigid adherence of the foregoing principles relating to salary adjustments or appointments would be discriminatory, unfair or detrimental to the best interest of the County, the County Administrative Officer, after having received the recommendation of the Director thereon, may make such order relating thereto as in the Administrator's opinion is not contrary to the general intent hereof and under all the circumstances is just and proper. The Board of Supervisors shall be informed at the next regularly scheduled meeting.

If the above represents your understanding of the Agreement, please sign below.

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

ASSOCIATION:

COUNTY:



Christian Park
KCPOA President



Date



Carolyn Leist
Human Resources Director



Date

SIDE LETTER OF AGREEMENT TO THE 2021-2023 MOU BETWEEN
THE COUNTY OF KINGS (COUNTY) AND
THE KINGS COUNTY PROSECUTOR'S ASSOCIATION (KCPA)
RE: SALARY INCREASE
September 26, 2024

This is to confirm that the Prosecutors Association ("KCPA") and the County of Kings ("County") have met and conferred on September 26, 2024, to discuss their current vacancy rate and retention issues. To address the current recruitment and retentions issues, a salary increase of five percent (5%) is recommended.

ARTICLE 28 SALARY

Employees in classifications covered by this Agreement (see Article 2-Recognition) shall receive a 5.0 range (approximately 5.0%) salary increase on August 19, 2024 (Pay Period 18-2024) or upon ratification and approval of the Board of Supervisors, whichever is later. Additionally, employees in classifications covered by this Agreement (See Article 2-Recognition) shall receive a 5.0 range (approximately 5.0%) salary increase on October 14, 2024 (Pay Period 22-2024).

If the above represents your understanding of the Agreement, please sign below.

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

ASSOCIATION:

COUNTY:



Christian Park
President

9/26/2024

Date



Carolyn Leist
Human Resources Director

10/15/2024

Date

SIDE LETTER OF AGREEMENT TO THE 2024-2025 MOU BETWEEN
THE COUNTY OF KINGS (COUNTY) AND
THE KINGS COUNTY PROSECUTOR'S ASSOCIATION (KCPA)

RE: ONE-TIME BONUS

October 24, 2024

On October 29, 2024, the Board of Supervisors approved a recommendation for one-time bonuses in the amount of \$1,000 for permanent employees. On October 24, 2024, your Association was notified of this recommendation. This is to confirm that the Prosecutor's Association ("KCPA") and the County of Kings ("County") have met and conferred on October 24, 2024, regarding a proposal to provide a one-time bonus to classifications covered by this Agreement.

ONE-TIME BONUS

All employees in classifications covered by this Agreement (see Article 2-Recognition) who are actively employed at the time of issuance of the one-time bonus and in a permanent allocation shall receive a \$1,000 one-time lump sum bonus using the American Rescue Plan Act (ARPA) funding from the COVID-19 pandemic. This bonus shall take effect on November 25, 2024 (pay date December 13, 2024).

If the above represents your understanding of the Agreement, please sign below.

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

ASSOCIATION:

COUNTY:



Christian Park 10/31/24
President Date



Carolyn Leist 10/30/2024
Human Resources Director Date