

Board Members

Doug Verboon, District 3, Chairman
Craig Pedersen, District 4, Vice Chairman
Joe Neves, District 1
Richard Valle, District 2
Richard Fagundes, District 5



Staff

Rebecca Campbell, County Administrative Officer
Lee Burdick, County Counsel
Catherine Venturella, Clerk of the Board

Board of Supervisors Regular Meeting Agenda

Date: Tuesday, July 21, 2020
Time: 9:00 a.m.
Place: Board of Supervisors Chambers, Kings County Government Center
1400 W. Lacey Boulevard, Hanford, California 93230

☎ (559) 852-2362 ❖ FAX (559) 585-8047 ❖ website: <https://www.countyofkings.com>

COUNTY OF KINGS PUBLIC MEETING PROTOCOL IN RESPONSE TO CORONAVIRUS COVID-19

California Governor Gavin Newsom issued Executive Orders N-25-20 and N-29-20 on March 12, 2020 and March 17, 2020, respectively, relating to the convening of public agency meetings in light of the COVID-19 pandemic. The County of Kings hereby provides notice that it will convene its regularly scheduled public meetings of the Board of Supervisors by teleconference going forward, and will close its Board Chambers to the public generally, except as described below, until further notice.

Pursuant to the Executive Orders, and to maintain the orderly conduct of the meeting, the County of Kings will allow the Board Supervisors, County staff and interested members of the public to attend the meeting telephonically or by the Internet, and to participate in the meeting to the same extent as if they were present in the Board's Chambers. Members of the public who choose to attend the meeting virtually, using certain digital or landline phones, may listen to the audio broadcast of the meeting, but will not be able to comment during the meeting. Only those members of the public who cannot participate virtually, due to a need for a special accommodation (vision, hearing, etc.), may attend the meeting in the Board Chambers where efforts will be made to allow adequate social distancing and to ensure that exposed surfaces are sanitized. No more than 10 individuals will be allowed in the Board Chambers at a time. To secure the accommodation consistent with the American's with Disabilities Act and to attend in person, interested parties will need to contact the Clerk of the Board of Supervisors as directed below no later than 8:30 a.m. the morning of the meeting.

Members of the public who wish to participate in the meeting virtually can do so one of three ways: Via the worldwide web; by telephone; or by postal or electronic mail. Members of the public, who participate via their computers or through the WebEx app, may provide public comment at the meeting by using the "Raise Your Hand" function. Public comment will be limited to two (2) minutes during the "Unscheduled Appearances" section of the meeting. Public comment will not be available via phone. All others who wish to submit comments may only do so as outlined below.

- **Web Access:** To access the meeting via computer, please go to the County's homepage (<https://www.countyofkings.com/>) and click on the link that says **Join Meeting**. You may also participate from your smart phone by downloading the **WebEx Meetings app** to your smartphone. After opening the app, click on **Join Meeting**, and then enter the meeting information. The **meeting number is 133 647 5097** and the **password is KingsBOS**.
- If you have trouble logging in through the Internet, you may join the meeting via telephone by calling **(415) 655-0003**, then enter the **access code of 133 647 5097#**.
- For members of the public who wish to participate, but are unable to do so virtually, you may submit written comments on any matter within the Board's subject matter jurisdiction, regardless of whether it is on the agenda for Board consideration or action, and those comments will be entered into the administrative record of the meeting. To submit written comments by U.S. Mail or email for inclusion in the meeting record, they must be received by the Clerk of the Board of Supervisors no later than 9:00 a.m. on the morning of the noticed meeting. To submit written comments by email, please forward them to either Catherine.Venturella@co.kings.ca.us or Melanie.Curtis@co.kings.ca.us. To submit such comments by U.S. Mail, please forward them to:

Clerk of the Board of Supervisors, County of Kings, 1400 W. Lacey Blvd., Hanford, CA 93230



- I. 9:00 AM CALL TO ORDER**
ROLL CALL – Clerk of the Board
INVOCATION – Mark Curts
PLEDGE OF ALLEGIANCE
- II. UNSCHEDULED APPEARANCES**
Any person may directly address the Board at this time on any item on the agenda, or on any other items of interest to the public, that is within the subject matter jurisdiction of the Board. Two (2) minutes are allowed for each item.
- III. APPROVAL OF MINUTES**
A. Approval of the minutes from the July 14, 2020 regular meeting.
- IV. CONSENT CALENDAR**
A. Public Works Department:
Consider authorizing the Fleet Superintendent to purchase vehicles using Sourcewell (formerly known as the National Joint Powers Alliance) purchasing consortium for 11 Sheriff vehicles in order to receive them in the current fiscal year due to increasing lead time in processing for delivery.
B. Administration:
Consider denying a claim for damages filed by Stanley Law on behalf of the Eric Gonzales family.
- V. REGULAR AGENDA ITEMS**
A. Administration – Rebecca Cambell
Chemical Waste Management – Bob Henry
Consider accepting the quarterly report from Chemical Waste Management.
B. Community Development Agency – Greg Gatzka/Chuck Kinney
Receive a monthly report of the Planning Commission’s actions.
C. Department of Public Health - Edward Hill/Nancy Gerking
Consider authorizing the Chairman to sign an Agreement with Elitecare Medical Staffing Inc. to provide licensed nursing staff to the Kings County Department of Public Health during the Novel Coronavirus 2019 pandemic.
D. Human Resources Department – Henie Ring/Melissa Avalos
1. Consider authorizing the Human Resources Director and designated staff to sign the successor Agreement with the Deputy Sheriff’s Association for a term ending June 30, 2021.
2. Consider approving the new job specification for Supervisor Building Operations Specialist and setting the salary at Range 209.0 (\$4,808-\$5869).



**E. Administration - Rebecca Campbell
 Department of Public Health - Edward Hill**

1. a. Receive an update on the local emergency in Kings County due to the imminent and proximate threat of exposure of COVID-19 on the residents of the County of Kings and take action as deemed necessary; and
- b. Receive an update on the State’s roadmap for modifying the statewide order and take action as necessary; and
- c. Receive an update on the Kings County COVID-19 Small Business Assistance program and take action as deemed necessary; and
- d. Receive an update on the Education, Outreach and Enforcement program and take action as deemed necessary; and
- e. Consider directing the County Administrative Officer to enter into contract negotiations with JCR Entertainment for a COVID-19 media campaign by World Champion Boxer Jose Ramirez.

VI. BOARD MEMBERS ANNOUNCEMENTS OR REPORTS

On their own initiative Board Members may make a brief announcement or a brief report on their own activities. They may ask questions for clarification, make a referral to staff or take action to have staff place a matter of business on a future agenda (Gov. Code Section 54954.2a).

- ◆ Board Correspondence
- ◆ Upcoming Events
- ◆ Information on Future Agenda Items

VII. CLOSED SESSION

- ◆ **Conference with Labor Negotiator/Meet and Confer: [Govt. Code Section 54957.6]**
 Negotiators: Rebecca Campbell, Henie Ring, Che Johnson of Liebert Cassidy Whitmore
 - Blue Collar – SEIU

VIII. ADJOURNMENT

The next regularly scheduled meeting is scheduled for July 28, 2020, at 9:00 a.m.

FUTURE MEETINGS AND EVENTS

July 27	9:00 AM	Board of Equalization Hearings
July 28	9:00 AM	Regular Meeting
August 4	9:00 AM	Regular Meeting
August 10	9:00 AM	Board of Equalization Hearings
August 11	9:00 AM	Regular Meeting
August 11	2:00 PM	Board of Equalization Hearings

Agenda backup information and any public records provided to the Board after the posting of the agenda will be available for the public to review at the Board of Supervisors office, 1400 W. Lacey Blvd, Hanford, for the meeting date listed on this agenda.

Board Members

Doug Verboon, District 3, Chairman
Craig Pedersen, District 4, Vice Chairman
Joe Neves, District 1
Richard Valle, District 2
Richard Fagundes, District 5



Staff

Rebecca Campbell, County Administrative Officer
Lee Burdick, County Counsel
Catherine Venturella, Clerk of the Board

Board of Supervisors Regular Meeting Action Summary

Date: Tuesday, July 14, 2020
Time: 9:00 a.m.
Place: Board of Supervisors Chambers, Kings County Government Center
1400 W. Lacey Boulevard, Hanford, California 93230

☎ (559) 852-2362 ❖ FAX (559) 585-8047 ❖ website: <https://www.countyofkings.com>

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Clerk of the Board of Supervisors, County of Kings, 1400 W. Lacey Blvd., Hanford, CA 93230



- I. 9:00 AM **CALL TO ORDER**
ROLL CALL – Clerk of the Board
INVOCATION – Robert Needham – Kings County Sheriff’s Chaplain
PLEDGE OF ALLEGIANCE
ALL MEMBERS PRESENT

II. **UNSCHEDULED APPEARANCES**

Any person may directly address the Board at this time on any item on the agenda, or on any other items of interest to the public, that is within the subject matter jurisdiction of the Board. Two (2) minutes are allowed for each item.

Amy Ward, Executive Officer of the newly formed Greater Kings County Chamber of Commerce stated that they will hold their first virtual mixer on July 16, 2020 at 5:00 p.m.

Melanie Curtis, Deputy Clerk to the Board read an email received from Tammie Hutton on her concerns for people not wearing masks to stop the spread of Coronavirus while in the public.

Amory Marple, Executive Officer of the Hanford Chamber of Commerce stated that they will hold a webinar on July 21, 2020 at 10:00 a.m.

III. **APPROVAL OF MINUTES**

- A. Approval of the minutes from the June 30, 2020 regular meeting and the July 7, 2020 special meeting.

ACTION: APPROVED AS PRESENTED (JN, RF, RV, DV, CP-Aye)

IV. **CONSENT CALENDAR**

A. Agriculture Department:

1. Consider approving the Cooperative Agreement with the California Department of Food and Agriculture for the County’s Certified Farmers Market Inspection Program. **[Agmt 20-064]**
2. Consider approving the Cooperative Agreement with the California Department of Food and Agriculture for the County’s Fruit and Vegetable Inspection program. **[Agmt 20-065]**
3. Consider approving the Cooperative Agreement with the California Department of Food and Agriculture for the County’s Organic Inspection Program. **[Agmt 20-066]**
4. Consider approving the Cooperative Agreement with the California Department of Food and Agriculture for the County’s Petroleum Enforcement Program. **[Agmt 20-067]**
5. Consider approving the Cooperative Agreement with the California Department of Food and Agriculture for the County’s Weighmaster Enforcement Program. **[Agmt 20-068]**
6. Consider approving the Cooperative Agreement with the California Department of Food and Agriculture for the County’s Asian Citrus Psyllid Bulk Citrus Program. **[Agmt 20-069]**
7. Consider approving the Cooperative Agreement with the California Department of Food and Agriculture for the County’s Pierce’s Disease/Glassy-Winged Sharpshooter Control program. **[Agmt 20-070]**

B. Elections Department:

*Consider approving Registration Agreement with Runbeck Election Services, NCC Group Escrow Associates, LLC and the California Secretary of State to provide the escrow protection for the Election Management System. **[Agmt 20-071]** ITEM WAS REMOVED BY STAFF AND WILL BE BROUGHT BACK ON A FUTURE AGENDA.*

ACTION: APPROVED CONSENT CALENDAR AS AMENDED (JN, RF, RV, DV, CP-Aye)



V.

REGULAR AGENDA ITEMS

A. Department of Public Health – Edward Hill/Nancy Gerking

1. Consider:
 - a. Authorizing the Director of Public Health to accept the \$150,000 award from CalViva Health in support of the Department’s response to the Novel Coronavirus Disease 2019; and
 - b. Adopting the budget change. **(4/5 vote required)**

ACTION: APPROVED AS PRESENTED (JN, RF, RV, DV, CP-Aye)

B. Human Services Agency – Sanja Bugay/Antoinette Gonzales

Consider approving an Emergency Housing Agreement for a second motel site with Suryakant Patel, owner of Stardust Motel, to provide additional shelter for 20 additional rooms, retroactively from July 8, 2020 and shall continue month-to-month based on service need and Federal Emergency Management Agency approval.

ITEM FAILED FOR LACK OF A MOTION

C. Administration - Rebecca Campbell

Department of Public Health - Edward Hill

1. a. Receive an update on the local emergency in Kings County due to the imminent and proximate threat of exposure of COVID-19 on the residents of the County of Kings and take action as deemed necessary; and
- b. Receive an update on the State’s roadmap for modifying the statewide order and take action as necessary.

THE BOARD RECEIVED AN UPDATE AND NO OFFICIAL ACTION WAS TAKEN

D. Administration - Rebecca Campbell

1. Consider:
 - a. Approving the COVID-19 allocation plan for the Coronavirus Relief Funds that the County of Kings has been allocated by the State of California pursuant to paragraph (2) or (3) of subdivision (d) of control section 11.90 of the Budget Act of 2020;
 - b. Authorizing the County Administrative Officer to sign and certify all future documents necessary to maximize the County’s ability to collect its full allocation; and
 - c. Approving the budget change. **(4/5 vote required)**

ACTION: APPROVED AS AMENDED TO REDUCE HEALTH AND HUMAN SERVICES AGENCY ALLOCATIONS BY \$3 MILLION AND ALLOCATE A TOTAL OF \$5 MILLION OF THE CORONAVIRUS RELIEF FUNDS FOR SMALL BUSINESS ASSISTANCE IN THE COUNTY (RV, DV, JN, RF, CP -Aye)

ADMINISTRATION STAFF WAS DIRECTED TO BRING BACK A CASH-FLOW PLAN REGARDING RECEIPTS AND PAYMENTS OF CARES ACT FUNDING AND INFORMATION ON THE MEDIA CAMPAIGN WITH JOSE RAMIREZ. THE JOB TRAINING OFFICE STAFF WAS DIRECTED TO BRING BACK A DETAILED PROPOSAL FOR HOW THE BUSINESS ECONOMIC SUPPORT GRANT PROGRAM WOULD DETERMINE ELIGIBILITY AND DISTRIBUTIONS IN LIGHT OF THE CASH-FLOW ANALYSIS.

VI.

STUDY SESSION

A. Elections Department – Lupe Villa

Receive the November 3, 2020 General Election model and election historical data presentation.

INFORMATION ONLY – NO OFFICIAL ACTION



VII. 10:00 AM PUBLIC HEARING

A. Community Development Agency – Greg Gatzka/Victor Hernandez

1. Hold a public hearing and consider:
 - a. Finding that Development Code Text Change No. 668.15 is exempt from CEQA review pursuant to Section 15061(b)(3) of the Guidelines for California Environmental Quality Act (CEQA Guidelines); and
 - b. Finding that Development Code Text Change No. 668.15 is consistent with the policies of the 2035 Kings County General Plan; and
 - c. Adopting and waiving the second reading of an Ordinance approving the Development Code Text Change No. 668.15. **[ORD 668.15]**

Supervisor Verboon opened the public hearing, no testimony was received and the public hearing was closed.

ACTION: APPROVED AS PRESENTED (RF, JN, RV, DV, CP -Aye)

VIII. BOARD MEMBERS ANNOUNCEMENTS OR REPORTS

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Supervisor Valle stated that he participated in the Lemoore City Council meeting on July 7, 2020, and was upset that the letter from the Board of Supervisors in favor of the Naval Air Station and the City of Lemoore working together was presented as the County was in favor of the project, which was not the case.

- ◆ Board Correspondence: **Rebecca Campbell stated that the Board received a Warn notice from Western Dental regarding eight employees being furloughed and an email from Shelly Auble with concerns for Health Care workers being furloughed during the pandemic.**
- ◆ Upcoming Events: **None**
- ◆ Information on Future Agenda Items: **Rebecca Campbell stated that on July 20, 2020 the Board of Equalization will hold a Special Meeting for Assessment Roll Review, Admin – Covid-19 update, Admin – Deny Claim for damages, Admin/Kettleman Hills Waste Management – Quarterly Report, HR – Job Spec for Supervising Building Operations Specialist, HR – MOU with DSA, Health Department position changes, Public Works – Fleet Vehicle Purchases, CDA – Monthly report on planning commission’s actions, CDA - Declaration of intent and acknowledgment of penalty for unlawful conveyance, Ag – Coop agreement with CA Dept. of Food & Ag for the County’s light brown apple moth control program, Health – Adverse Childhood Experiences (ACEs) Aware Initiative, and Health – First 5 Children & Families commission agreement extension for FY 20/21.**

IX. CLOSED SESSION

- ◆ **Conference with Labor Negotiator/Meet and Confer: [Govt. Code Section 54957.6]**
Negotiators: Rebecca Campbell, Roger Bradley, Henie Ring, Che Johnson of Liebert Cassidy Whitmore
 - General - CLOCEA
 - Supervisors – CLOCEA
 - Blue Collar – SEIU
 - Probation Officer’s Association

REPORT OUT: Lee Burdick, County Counsel stated that she did not anticipate any reportable action being taken in closed session today.



X. ADJOURNMENT

The next regularly scheduled meeting is scheduled for July 21, 2020, at 9:00 a.m.

XI. 11:00 AM CALIFORNIA COMMUNITY HOUSING AGENCY REGULAR MEETING

FUTURE MEETINGS AND EVENTS

July 20	9:00 AM	Board of Equalization Regular Meeting
July 21	9:00 AM	Regular Meeting
July 27	9:00 AM	Board of Equalization Hearings
July 28	9:00 AM	Regular Meeting
August 4	9:00 AM	Regular Meeting

Agenda backup information and any public records provided to the Board after the posting of the agenda will be available for the public to review at the Board of Supervisors office, 1400 W. Lacey Blvd, Hanford, for the meeting date listed on this agenda.



COUNTY OF KINGS BOARD OF SUPERVISORS

GOVERNMENT CENTER HANFORD, CALIFORNIA 93230 (559) 852-2362
Catherine Venturella, Clerk of the Board of Supervisors

AGENDA ITEM July 21, 2020

SUBMITTED BY: Public Works Department – Kevin McAlister/Mel Laningham

SUBJECT: FLEET VEHICLE PURCHASES

SUMMARY:

Overview:

The Fleet Division is requesting the early solicitation of bids and purchasing of vehicles from the Fleet's budget in order to receive them before the end of Fiscal Year (FY) 2020-2021 due to increasing lead time in processing for delivery.

Recommendation:

Authorize the Fleet Superintendent to purchase vehicles using Sourcewell (formerly known as the National Joint Powers Alliance) purchasing consortium for 11 Sheriff vehicles in order to receive them in the current fiscal year due to increasing lead time in processing for delivery.

Fiscal Impact:

The total cost of vehicle purchases being recommended for purchase is \$820,000. Funding for these purchases is included in the Proposed FY 2020-2021 Budget within Budget Unit 925600. Additional vehicle purchases will be presented to the Board at a later date within the year, but in order to allow for the timely purchase of these vehicles, staff is recommending proceeding with the purchase of this set of vehicles outside the normal budget process.

BACKGROUND:

Typically, the acquisition of vehicle takes quite a bit of time, and for more specialized vehicles additional time is required. For example, the Sheriff's Department has just received vehicles from last years' budget. Since many agencies budgets are approved around the same time each year, competition increases the wait time even more. Early approval by your Board will help to keep the vehicle purchases in the current fiscal year, and not extend to

(Cont'd)

BOARD ACTION :

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2020.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

FLEET VEHICLE PURCHASES

July 21, 2020

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the following fiscal year. Sourcewell serves government, education, and nonprofit organizations with a cooperative purchasing program that manages solicitation requirements, and offers a network of awarded contracts. The County has utilized this service for a number of years and it complies with the County approved purchasing requirements. This report has been reviewed by the Purchasing Agent for completion within the County's purchasing requirements. Fleet Division will be purchasing the other proposed vehicles to be purchased after the final budget is adopted by your Board. The Fleet Division will be purchasing one (1) SUV and ten (10) Dodge Chargers for the Sheriff Department through the County Fleet Replacement Plan.



COUNTY OF KINGS BOARD OF SUPERVISORS

GOVERNMENT CENTER HANFORD, CALIFORNIA 93230 (559) 852-2362
Catherine Venturella, Clerk of the Board of Supervisors

AGENDA ITEM July 21, 2020

SUBMITTED BY: Administration – Rebecca Campbell/Sande Huddleston

SUBJECT: DENY CLAIM FOR DAMAGES FILED BY STANLEY LAW ON BEHALF OF THE ERIC GONZALES FAMILY

SUMMARY:

Overview:

Claim for Damages are received by the Board of Supervisors and reviewed by the Risk Manager as well as County Counsel. Their recommendation is brought before your Board for your consideration.

Recommendation:

Deny five claims for damages filed by Stanley Law on behalf of his clients: Juliet Marie Gonzales, Marilyn Jane Gonzales, Olivia Michelle Osuna Perez, Rene Albert Gonzales and Gloria Elvia Gonzales, and direct County Counsel to advise the claimants of your action.

Fiscal Impact:

None with this action.

BACKGROUND:

On June 2, 2020, five (5) claims for damages that were filed by Stanley Law on behalf of his clients: Juliet Marie Gonzales, Marilyn Jane Gonzales, Olivia Michelle Osuna Perez, Rene Albert Gonzales and Gloria Elvia Gonzales, claiming wrongful death for Eric Albert Munguia Gonzales due to a motorcycle accident. After investigation of the claim, County Counsel's office finds that the County is not liable for any damages. Pursuant to Government Code section 912.6, staff recommends your Board find that the Claims are without merit and deny the Claims.

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2020.

CATHERINE VENTURELLA, Clerk of the Board

By _____, Deputy.



COUNTY OF KINGS BOARD OF SUPERVISORS

GOVERNMENT CENTER HANFORD, CALIFORNIA 93230 (559) 852-2362
Catherine Venturella, Clerk of the Board of Supervisors

AGENDA ITEM July 21, 2020

SUBMITTED BY: Administration – Rebecca Campbell
Chemical Waste Management – Bob Henry

SUBJECT: KETTLEMAN HILLS WASTE FACILITY QUARTERLY REPORT

SUMMARY:

Overview:

Quarterly report of facility activities at the Kettleman Hills Hazardous Waste Facility. The report will be given by representatives from Chemical Waste Management, the company that operates the facility.

Recommendation:

Accept the report from Chemical Waste Management.

Fiscal Impact:

None.

BACKGROUND:

On December 22, 2009, the Kings County Board of Supervisors adopted Resolution No. 09-073, which authorized issuing Conditional Use Permit No. 05-10 for Chemical Waste Management, Incorporated (CWM) to operate the Kettleman Hills Hazardous Waste Facility. As part of the conditions of approval as cited in condition #B-4 of Resolution No. 09-073, "That the General Manager of the CWM Kettleman Hills Facility shall give quarterly rather than monthly reports to the Board of Supervisors, in person, concerning the monitoring program and any and all other work or activity at the site, including any and all information sent to all regulatory agencies." In accordance with these provisions, the General Manager will attend the meeting updating your Board on the previous quarter's activities. The Board also may, from time to time, require special reports concerning specific items or activities about which they are concerned in addition to the regular update.

BOARD ACTION :

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2020.

CATHERINE VENTURELLA, Clerk of the Board

By _____, Deputy.



COUNTY OF KINGS BOARD OF SUPERVISORS

GOVERNMENT CENTER HANFORD, CALIFORNIA 93230 (559) 852-2362
Catherine Venturella, Clerk of the Board of Supervisors

AGENDA ITEM July 21, 2020

SUBMITTED BY: Community Development Agency – Greg Gatzka

SUBJECT: MONTHLY REPORT OF THE PLANNING COMMISSION'S ACTIONS

SUMMARY:

Overview:

Monthly report of the Planning Commission's actions.

Recommendation:
Information only.

Fiscal Impact:
None.

BACKGROUND:

At their regular meeting held Monday, July 6, 2020, the Kings County Planning Commission reviewed the following:

ACTIONS AS THE PLANNING COMMISSION

CONDITIONAL USE PERMIT NO. 17-13 (DUTRA SITE) - The Commission considered a proposal to expand an existing poultry farm by 480,000 chickens, the construction of 440,000 square feet of new poultry barns and two additional single-family residences for caretaker purposes. The project is located at 19258 14th Avenue, Hanford.

CONDITIONAL USE PERMIT NO. 20-01 (TESLA) – The Commission considered a proposal to remove an existing light standard and establish a new cellular telecommunications facility. The project is located at 27675 Bernard Dr., Kettleman City.

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2020.

CATHERINE VENTURELLA, Clerk of the Board

By _____, Deputy.



COUNTY OF KINGS BOARD OF SUPERVISORS

GOVERNMENT CENTER HANFORD, CALIFORNIA 93230 (559) 852-2362
Catherine Venturella, Clerk of the Board of Supervisors

AGENDA ITEM July 21, 2020

SUBMITTED BY: Department of Public Health – Edward Hill/Nancy Gerking
SUBJECT: ELITECARE MEDICAL STAFFING, INC.

SUMMARY:

Overview:

Due to an increased and ongoing workload the Novel Coronavirus pandemic has placed on the Kings County Department of Public Health’s (KCDPH’s) nursing staff, the KCPDH is requesting to enter into a contract with Elitecare Medical Staffing, Inc. for additional nurses.

Recommendation:

Authorize the Chairman to sign an agreement with Elitecare Medical Staffing Inc. to provide licensed nursing staff to the Kings County Department of Public Health during the Novel Coronavirus 2019 pandemic.

Fiscal Impact: There is no impact to the General Fund. This contract will be funded with the CARES Act Coronavirus Relief Funding (CRF) that was approved by your Board at it’s July 14, 2020 meeting. CRF is contingent on the counties adherence to federal guidance, the state’s stay-at-home requirements and other health requirements as directed in gubernatorial Executive Order N-33-20, any subsequent executive orders or statutes, and all California Department of Public Health orders, directives, and guidance issued in response to the COVID-19 public health emergency. Estimated costs amount to \$698,500, paid on an hourly basis, through December 30, 2020.

BACKGROUND:

In February 2020 our country shifted focus to a full response to the Novel Coronavirus pandemic. Since March the Kings County Department of Public Health has been working diligently, seven days a week, in an attempt to mitigate the spread of this virus. Due to the catastrophic effect this disease is having on our nation, and subsequently our county, Public Health finds itself severely understaffed. With our local infection rate now

(Cont’d)

BOARD ACTION :

APPROVED AS RECOMMENDED: _____ OTHER: _____

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on _____, 2020.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

ELITECARE MEDICAL STAFFING, INC.

July 21, 2020

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exceeding 3,000 and rising, we are looking to augment our nursing staff with an additional ten nurses. We propose contracting with Elitecare Medical Staffing, Inc. to supply five Licensed Vocation Nurses and five Registered Nurses. We are requesting to enter into a contract with Elitecare for a term of six months; with an option for a six-month extension should additional funding become available. The contract rates for these nurses are:

Hourly Rates

LVN	\$55.00 per hour
RN	\$79.00 per hour

Overtime Rate

Overtime rate is one and one-half (1.5) times the regular rate for all hours worked by a placement in excess of eight (8) hours in one workday, forty (40) hours in one workweek. The rate for hours worked in excess of twelve will be paid at two (2) times the regular rate.

Holiday Rate

Holidays are billed at one and one-half (1.5) times the regular hourly rate.

As previously stated, Public Health has been working seven days a week since March. With infections in Kings County rising at such an alarming rate, these additional nurses are critical for our county's ability further manage this disease.

COUNTY OF KINGS

AGREEMENT FOR SERVICES

THIS AGREEMENT is made and entered into as of the [REDACTED] day of July, 2020, by and between the County of Kings, a political subdivision of the State of California (hereinafter "County") and Elitecare Medical Staffing, Inc. (hereinafter "Contractor").

RECITALS

WHEREAS, County requires temporary nursing service to assist with its response to the outbreak of COVID-19 in Kings County; and

WHEREAS, Contractor employs nurses and is ready, willing, able, and qualified to perform such services.

NOW, THEREFORE, the parties mutually agree as follows:

1. SCOPE OF SERVICES

County hereby engages Contractor and Contractor shall do, perform, and carry out the services as set forth in **Exhibit A**.

2. RESPONSIBILITIES OF CONTRACTOR

Contractor possesses the requisite skills necessary to perform the work under this Agreement and County relies upon such skills. Contractor shall, at all times utilizing its ability, experience and talent, faithfully, industriously and professionally perform the work set forth in **Exhibit A** to County's reasonable satisfaction. County's acceptance of Contractor's work does not constitute a release of Contractor from its professional responsibility.

Contractor affirms that it possesses, and that each employee assigned to Kings County possesses, current valid appropriate licensure, including, but not limited to, driver's license, professional license, certificate of tax-exempt status, or permits, as required to perform the work under this Agreement.

3. COMPENSATION

Contractor shall not be entitled to nor receive from County any additional consideration, compensation, or other remuneration for services rendered under this Agreement except as set forth in **Exhibit A**.

Should no funds or insufficient funds be appropriated for this Agreement, County reserves the right to propose an amendment or unilaterally terminate this Agreement immediately.

Upon submission of an invoice by Contractor, and upon approval of County's representative, County shall pay Contractor monthly in arrears, up to the maximum amount provided for in Exhibit A. Each invoice must include a description of services rendered, to whom, date of service and the charges according to the agreed upon method.

4. TERM

This Agreement shall be in full force and effect commencing [redacted] and shall terminate on [redacted] unless extended by mutual consent of the parties.

5. RECORDS AND INSPECTIONS.

Contractor shall maintain full, complete, and accurate records with respect to all matters covered under this Agreement. All such records shall be prepared in accordance with generally accepted accounting procedures, shall be clearly identified, and shall be kept readily accessible. County shall have free access during normal work hours to such records and the right to examine, inspect, copy, or audit them, at no cost to County. If services provided under this Agreement are funded by State or Federal sources, the State and the Federal government shall also have free access during normal work hours to such records and the right to examine, inspect, copy, and audit them, at no cost to the State or Federal government. Records shall be maintained for seven (7) years after the termination of this Agreement or any extension of this Agreement.

These obligations shall apply in addition to those found in Section 27 of this Agreement. In the case of a conflict between this section and Section 27, Section 27 shall control.

6. AMENDMENTS

This Agreement may be modified only by a written amendment signed by Contractor and County Board of Supervisors or other representative authorized by County Board of Supervisors.

7. TERMINATION

The right to terminate this Agreement under this section may be exercised without prejudice to any other right or remedy to which the terminating party may be entitled at law or under this Agreement.

A. Without Cause. Either party shall have the right to terminate this Agreement without cause by giving the other party thirty (30) calendar days prior written notice of its intention to terminate pursuant to this provision, specifying the date of termination. If the termination is for non-appropriation of funds, County may terminate this

Agreement effective immediately.

B. With Cause. This Agreement may be terminated by either party should the other party materially breach this Agreement. Upon a material breach, the non-defaulting party shall provide written notice to the defaulting party of its intention to terminate this Agreement and allow a period of ten (10) days to cure the breach. If the breach is not remedied within that ten (10) day period, the non-defaulting party may terminate the Agreement on further written notice specifying the date of termination.

Alternatively, County may elect to cure the default and any expense incurred shall be payable by Contractor to County.

C. Effects of Termination. Termination of this Agreement shall not terminate any obligations of any liability to County for damages sustained by County because of any breach of contract by Contractor, nor to indemnify, to maintain and make available any records pertaining to this Agreement, to cooperate with any audit, to be subject to offset, or to make any reports of pre-termination contract activities.

D. Forbearance Not to be Construed as Waiver of Breach or Default. In no event shall any act of forbearance by either party constitute a waiver of any breach of this Agreement or any default which may then exist, nor shall such act impair or prejudice any remedy available to the non-breaching party with respect to the breach or default.

8. INSURANCE

A. Without limiting County's right to obtain indemnification from Contractor or any third parties, prior to commencement of work, Contractor shall purchase and maintain the following types of insurance for minimum limits indicated during the term of this Agreement and provide an Endorsed Additional Insured page from Contractor's Insurance Carrier guaranteeing such coverage to County. Such page shall be mailed as set forth under the Notice Section of this Agreement prior to the execution of this Agreement. In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to other remedies it may have, suspend, or terminate this Agreement upon the occurrence of such event.

1. Commercial General Liability. Two Million Dollars (\$2,000,000) per occurrence and Five Million Dollars (\$5,000,000) annual aggregate covering bodily injury, personal injury and property damage. County and its officers, employees and agents shall be endorsed to above policies as additional insured, using ISO form CG 20 26 or an alternate form that is at least as broad as form CG 20 26, as to any liability arising from the performance of this Agreement.

2. Automobile Liability. Comprehensive Automobile Liability Insurance with limits for bodily injury of not less than Five Hundred Thousand Dollars (\$500,000) per person, One Million Dollars (\$1,000,000) per accident and for

property damages not less than One Hundred Thousand Dollars (\$100,000), or such coverage with a combined single limit of One Million Dollars (\$1,000,000). Coverage should include owned and non-owned vehicles used in connection with this Agreement.

3. Workers Compensation. Statutory coverage, if and as required according to the California Labor Code. The policy shall be endorsed to waive the insurer's subrogation rights against County.

4. Professional Liability. One Million Dollars (\$1,000,000) limit per occurrence or claim and Three Million Dollars (\$3,000,000) annual aggregate limit covering Contractor's wrongful acts, errors and omissions including those of its employees assigned to work in Kings County.

B. Insurance is to be placed with admitted insurers rated by A.M. Best Co. as A:VII or higher. Lower rated, or approved but not admitted insurers, may be accepted if prior approval is given by County's Risk Manager.

C. Each of the above required policies shall be endorsed to provide County with thirty (30) days prior written notice of cancellation. County is not liable for the payment of premiums or assessments on the policy. No cancellation provisions in the insurance policy shall be construed in derogation of the continuing duty of Contractor to furnish insurance during the term of this Agreement.

9. INDEMNIFICATION

A. When the law establishes a professional standard of care for Contractor's services, to the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless County and any and all of its Board members, officials, employees and agents from and against any and all losses, liabilities, damages, costs, and expenses, including legal counsel's fees and costs but only to the extent Contractor is responsible for such damages, liabilities, and costs on a comparative basis of fault between Contractor and County in the performance of professional services under this Agreement. Contractor shall not be obligated to defend or indemnify County for County's own negligence or for the negligence of third parties.

B. Other than in the performance of professional services and to the full extent permitted by law, Contractor shall indemnify, defend, and hold harmless County, and any and all of its Board members, officials, employees, and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel's fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, any act, omission, fault or negligence, whether active or passive, by Contractor or by any

individual or entity for which Contractor is legally liable, including, but not limited to, officers, agents, employees, or subcontractors of Contractor.

C. This indemnification specifically includes any claims that may be against County by any taxing authority or third party asserting that an employer-employee relationship exists by reason of this Agreement.

D. These indemnification obligations shall survive the termination of this Agreement as to any act, omission, fault or negligence occurring during this Agreement or any extension of this Agreement. The County's rights to indemnification are in addition to and shall not limit any other rights or remedies that County may have under law or this Agreement.

10. INDEPENDENT CONTRACTOR

Contractor is an independent contractor and not an agent, officer or employee of County. The parties mutually understand and agree that this Agreement is by and between two independent contractors and is not intended to, and shall not be construed to create, the relationship of agent, servant, employee, partnership, joint venture or association.

It is further understood and agreed that all individuals Contractor assigns to Kings County under this Agreement shall be employees of Contractor and shall not be construed to be employees of Kings County for any purpose by virtue of the assignment or the services provided thereunder.

11. COMPLIANCE WITH LAW

Contractor shall comply with all federal, state and local laws and regulations applicable to its performance including, but not limited to, Government Code section 8350 *et seq.* regarding a drug free workplace and all health and safety standards set forth by the State of California and County.

Contractor shall comply with all state and federal confidentiality laws including, but not limited to, the Health Insurance Portability and Accessibility Act (HIPAA) and its regulations as amended. Contractor shall execute and comply with the HIPAA Business Associate Agreement attached as Exhibit B.

12. CONFIDENTIALITY

Contractor shall not use County confidential information for any purpose other than carrying out Contractor's obligations under this Agreement. Contractor shall prevent unauthorized disclosure of any County confidential information. Contractor shall promptly transmit to County all requests for disclosure of County confidential information.

13. CONFLICT OF INTEREST

Contractor warrants that its employees or their immediate families or Board of Directors or officers have no financial interest, including, but not limited to, other projects or independent contracts, and shall not acquire any financial interest, direct or indirect, which conflicts with the rendering of services under this Agreement. Contractor shall employ or retain no such person while rendering services under this Agreement. Services rendered by Contractor's associates or employees shall not relieve Contractor from personal responsibility under this clause. Contractor has an affirmative duty to disclose to County in writing the name(s) of any person(s) who have an actual, potential or apparent conflict of interest.

14. NONDISCRIMINATION

In rendering services under this Agreement, Contractor shall comply with all applicable federal, state and local laws, rules and regulations and shall not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion, gender identity, or sexual orientation.

Further, Contractor shall not discriminate against its employees, which includes, but is not limited to, employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

15. SUBCONTRACTORS

Services under this Agreement are deemed to be personal services. Contractor warrants that it has not and it shall not subcontract any work under this Agreement without the prior written consent of County subject to any required state or federal approval.

16. ASSIGNMENT

Contractor shall not assign this Agreement without the prior written consent of County subject to any required state or federal approval. Assignment by Contractor of any monies due shall not constitute an assignment of the Agreement.

17. UNFORESEEN CIRCUMSTANCES

Neither party shall be responsible for any delay caused by natural disaster, war, civil disturbance, labor dispute or other cause beyond a party's reasonable control, provided written notice is provided to the other party of the cause of the delay within ten (10) days of the start of the delay. Thereafter, the parties shall meet and confer as to whether to amend, suspend, or terminate this Agreement.

18. OWNERSHIP OF DOCUMENTS

County shall be the owner of and shall be entitled to possession of any computations,

plans, correspondence or other pertinent data and information gathered by or computed by Contractor prior to termination of this Agreement by County or upon completion of the work pursuant to this Agreement. County's reuse of any such materials on any project other than the project for which they were originally intended shall be at County's sole risk. No material prepared in connection with the project shall be subject to copyright in the United States or in any other county.

19. NOTICE

Any notice necessary to the performance of this Agreement shall be given in writing by personal delivery, overnight carrier, e-mail or by prepaid first-class mail addressed as follows:

COUNTY:

ED HILL
DIRECTOR OF PUBLIC HEALTH
330 CAMPUS DR.
HANFORD, CA 93230
EMAIL: EDWARD.HILL@CO.KINGS.CA.US

CONTRACTOR:

STEVEN J. POGGI
ELITECARE MEDICAL STAFFING, INC.
761 E. LOCUST AVE., STE. 103
FRESNO, CA 93720
EMAIL: SPOGGI@ELITECARE.NET

If notice is given by: a) personal delivery, it is effective as of the date of personal delivery; b) overnight carrier, it is effective as of the date of delivery; c) e-mail, it is effective as of the date it was sent; d) mail, it is effective as of five (5) days following the date of mailing or the date of delivery reflected upon a return receipt, whichever occurs first.

20. CHOICE OF LAW

The parties have executed and delivered this Agreement in the County of Kings, State of California. The parties agree that the laws of the State of California shall govern the validity, enforceability or interpretation of this Agreement and Kings County shall be the venue for any action or proceeding, in law or equity that may be brought in connection with this Agreement. Contractor hereby waives any rights it may possess under Section 394 of the Code of Civil Procedure to transfer to a neutral county or other venue any action arising out of this Agreement.

21. SEVERABILITY

If any of the provisions of this Agreement is found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision shall be deemed modified to the limited extent required to permit enforcement of the Agreement as a whole.

22. SURVIVAL

The following sections shall survive the termination of this Agreement: Section 5 Records and Inspections, Section 8 Insurance, Section 9 Indemnification, and Section 12

Confidentiality, and Section 27, Access to Records.

23. NO THIRD PARTY BENEFICIARIES.

County and Contractor are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide, any right or benefit, whether directly or indirectly or otherwise, to a third party.

24. DEBARMENT AND SUSPENSION

A. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

B. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

C. This certification is a material representation of fact relied upon by the County of Kings. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of California and the County of Kings, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

D. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

25. BYRD ANTI- LOBBYING AMENDMENT, 31 U.S.C. § 1352 (AS AMENDED)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the County.

APPENDIX A, 44 C.F.R. PART 18- CERTIFICATION REGARDING LOBBYING

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

CONTRACTOR

By Elitecare Medical Staffing, Inc., Steven J. Poggi_
Date 07/13/2020

26. PROCUREMENT OF RECOVERED MATERIALS

A. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the

product cannot be acquired competitively within a timeframe providing for compliance with the contract performance schedule; meeting contract performance requirements; or at a reasonable price.

B. Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>.

C. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

27. ACCESS TO RECORDS

A. The Contractor agrees to provide the State of California, the County of Kings, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

C. The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

D. In compliance with the Disaster Recovery Act of 2018, the County of Kings and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

28. DHS SEAL, LOGO, AND FLAGS

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

29. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

30. NO OBLIGATION BY THE FEDERAL GOVERNMENT

The Federal Government is not a party to this contract and is not subject to any

obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

31. FRAUD AND FALSE OR FRAUDULENT OR RELATED ACTS

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

32. ENTIRE AGREEMENT; CONTRIBUTIONS OF BOTH PARTIES; IMAGED AGREEMENT

This Agreement, including its Recitals and Exhibits which are fully incorporated into and are integral parts of this Agreement, constitutes the entire agreement between the parties and there are no inducements, promises, terms, conditions or obligations made or entered into by County or Contractor other than those contained herein.

The parties agree that each party had had an opportunity to review this Agreement and consult with legal counsel and it is expressly agreed and understood that the rule stated in Civil Code section 1654, that ambiguities in a contract should be construed against the drafter, shall have no application to the construction of the Agreement.

An original executed Agreement may be imaged and electronically stored. Such imaged Agreement may be used in the same manner and for the same purposes as the original. Neither party may object to the admissibility of the imaged Agreement on the basis that it was not originated or maintained in documentary form.

33. AUTHORITY

Each signatory to this Agreement represents that it is authorized to enter into this Agreement and to bind the party to which its signature represents.

[Signatures to follow]

IN WITNESS WHEREOF the parties have executed this Agreement the day and year first written above.

COUNTY OF KINGS

ELITECARE MEDICAL STAFFING,
INC.

By: _____
Doug Verboon, Chairman

By: Steven J. Poggi 07/13/2020
Steven J. Poggi, President

ATTEST:

Catherine Venturella, Clerk to the Board

By: Stacey Green 07/13/2020
Stacey Green, Director of Operations

Approved and Endorsements Received:

Sande Huddleston

APPROVED AS TO FORM:
Lee Burdick, County Counsel

By: _____

Exhibits/Attachments:

Exhibit A: Scope of Work /Compensation

Exhibit B: HIPAA Business Associates Agreement



COUNTY OF KINGS BOARD OF SUPERVISORS

GOVERNMENT CENTER HANFORD, CALIFORNIA 93230 (559) 852-2362
Catherine Venturella, Clerk of the Board of Supervisors

AGENDA ITEM July 21, 2020

SUBMITTED BY: Human Resources – Henie Ring

SUBJECT: MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY AND THE
DEPUTY SHERIFF’S ASSOCIATION

SUMMARY:

Overview:

The County’s agreement with the Kings County Deputy Sheriff’s Association (DSA) expired June 30, 2020. Negotiations have been conducted in good faith, and a successor agreement has been reached between the parties for a term ending June 30, 2021. The agreement has been ratified by Association membership, and staff recommends approval by the Board of Supervisors.

Recommendation:

Authorize the Human Resources Director and designated staff to sign the successor agreement with the Deputy Sheriff’s Association for a term ending June 30, 2021.

Fiscal Impact:

There is no fiscal impact through the term of the agreement.

BACKGROUND:

The agreement proposes that during the term of the agreement any increase in the health insurance premium amount will continue to be split 50/50 while in contract. The agreement also proposes language changes to the Retiree Health Benefit, which incorporates CalPERS vested retirement and other eligibility requirements. The Retiree Health Benefit language change is also consistent with the County and other Memorandum of Understanding (MOU) agreements. There is an additional article added for specific language regarding work schedules for Patrol Officers. The new article in the MOU clarifies the shift schedule and assignments that the

(Cont’d)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2020.

CATHERINE VENTURELLA, Clerk of the Board

By _____, Deputy.

Agenda Item

MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY AND THE DEPUTY SHERIFF'S ASSOCIATION

July 21, 2020

Page 2 of 2

Sheriff's Office have already been practicing. In addition to the one-year term, both parties may request to reopen this agreement at any time before June 30, 2021, and both parties agree to start negotiations on a successor MOU in November 2020.

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE COUNTY OF KINGS
AND
KINGS COUNTY DEPUTY SHERIFFS' ASSOCIATION

~~March 12, 2018 – June 30, 2020~~
June 30, 2020 – June 30, 2021

MEMORANDUM OF UNDERSTANDING – DEPUTY SHERIFFS’ ASSOCIATION

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ARTICLE 1 PREAMBLE

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

ARTICLE 2 RECOGNITION

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

Chief Civil Deputy Sheriff
Chief Deputy Coroner/Public Administrator
Deputy Sheriff I/II
Deputy Sheriff Bailiff
Senior Deputy Sheriff
Senior District Attorney Investigator
Sheriff's Sergeant
District Attorney Investigator I/II

ARTICLE 3 MAINTENANCE OF BENEFITS

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

ARTICLE 4 SCOPE OF AGREEMENT

1. The Association and the County agree that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter within the scope of bargaining and that this Agreement represents a full and complete understanding and agreement of the parties on all issues between the Association and the County.

2. This Agreement supersedes all previous Memoranda of Understanding or Agreements between the Association and the County. Specifically, all previous side letter agreements between the Association and the County prior to this Agreement are either incorporated into and/or attached to this Agreement as Appendix A, or are otherwise obsolete and no longer operable. It is understood that for the term of this Agreement, changes in terms and conditions of employment specifically referenced herein may be accomplished only through the "meet and confer" process and by mutual consent of the parties. Changes in other terms and conditions of employment may be accomplished otherwise as provided by law.

ARTICLE 5 SEPARABILITY CLAUSE

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

ARTICLE 6 SAVINGS CLAUSE

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

ARTICLE 7 ASSOCIATION RIGHTS

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

- a. The right to represent its members before the Board of Supervisors or advisory boards or commissions with regard to wages, hours and working conditions or other matters within the scope of representation, subject to the provisions of applicable Federal, State or County laws and regulations.
- b. The right to be given reasonable written notice of any ordinance, rule, resolution, or regulation directly relating to matters within the scope of representation.
- c. The right to a reasonable amount of time during regular working hours to represent its members before the Board of Supervisors or their

representatives when formally meeting and conferring on matters within the scope of representation, or any other activities that the parties agree.

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

ARTICLE 8 COUNTY RIGHTS

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

- a. To determine the nature and extent of services to be performed, as well as the right to determine and implement its public function and responsibility.

- b. To manage all facilities and operations of the County, including the methods, means and personnel by which County operations are to be conducted.
- c. To schedule and assign work.
- d. To establish, modify or change work standards.
- e. To direct the working forces, including the right to hire, assign or promote any employee.
- f. To determine the location of all plants and facilities.
- g. To determine the layout and the machinery, equipment or materials to be used.
- h. To determine processes, techniques, methods and means of all operations, including changes or adjustments of any machinery or equipment.
- i. To determine the size and composition of the working force.
- j. To determine policy and procedures affecting the selection or training of employees.
- k. To establish, assess and implement employee performance standards, including, but not limited to, quality and quantity standards; the assessment of employee performance; and the procedures for said assessment.
- l. To control and determine the use and location of County property, material, machinery or equipment.
- m. To determine safety, health and property protection measures.
- n. To transfer work from one job to another or from one plant or unit to another.
- o. To introduce new, improved or different methods of operations or to change existing methods.
- p. To lay off employees from duty for lack of work or lack of funds.
- q. To reprimand, suspend, discharge or otherwise discipline employees for just cause.
- r. To establish, modify, determine, or eliminate job classifications.
- s. To promulgate, modify and enforce work and safety rules and regulations.

- t. To take such other and further action consistent with this Agreement as may be necessary to organize and operate the County in the most efficient and economical manner and in the best interest of the public it serves.
- u. To contract or subcontract construction, services, maintenance, distribution or any other work with outside public or private entities.
- v. The Association expressly and specifically agrees that except to the extent that the County rights are expressly limited by the terms of this Agreement, the Association waives any and all of its rights to meet and confer on any of the County rights. If the exercise of these rights directly affects wages, hours or terms and conditions of employment, the County will meet and confer on the effects of its actions. The Association agrees that the County may first exercise its rights before meeting and conferring on the effects of the exercise of its rights. The agreement to meet and confer over the effect of the exercising of a County right shall not in any way impair the right of the County to exercise and implement any of its rights.

ARTICLE 9 NO STRIKE-NO LOCKOUT

- 1. During the term of this Agreement, the Association, its officers, agents and members agree that they shall neither engage in nor encourage, nor will any of its members or representatives take part in any strike, work stoppage, slowdown, sick-out or other concerted refusal to work.
- 2. If an employee participates in any manner in any strike, work stoppage, slowdown, sick-out or other concerted refusal to work or participates in any manner in any picketing or impediment to work in support of any such strike, work stoppage, slowdown, sick-out or other concerted refusal to work or induces other employees of the County to engage in such activities, such employee shall be subject to discharge by the County.
- 3. In the event the Association calls, engages in, encourages, assists or condones in any manner, any strike, work stoppage, slowdown, sick-out or other concerted refusal to work by employees of the County or any picketing or work impediment in support thereof, or any other form of interference with or limitation of the peaceful performance of County services, the Association agrees that the County, in addition to any other lawful remedies of disciplinary actions available to it, may suspend any and all of the rights and privileges accorded the Association under any ordinance, resolution, rules or procedures of the County, including, but not limited to, the suspension of recognition of the Association and the use of the County bulletin boards and facilities.
- 4. Any employee violating the obligations of this article may be disciplined or discharged by the County without recourse to the appeals procedure except as to the question of whether the employee participated in the prohibited conduct.

5. The County shall not lock-out employees.
6. Nothing in this article is intended to diminish civil rights and due process as required by law.

ARTICLE 10 GRIEVANCE PROCEDURE

1. As outlined in the County Personnel Rules, this article deals with the County's grievance procedure and methods are hereby established to assure systematic consideration of an individual employee's grievance in the interest of obtaining a fair and equitable solution.

2. Purpose

A mutual obligation exists between administrative, supervisory and non-supervisory employees of the County to provide efficient and continuous service to the public. Employee morale is an important factor in maintaining a high level of public service and the administration has a responsibility to provide an orderly and expeditious method for resolving problems which may arise from working relationships and conditions.

3. Explanation of Rules

- a. Except where a remedy is otherwise provided for by State law, the County Ordinance Code or these rules, any employee shall have the right to present a grievance arising from his/her employment in accordance with the provisions of this procedure.
- b. All parties so involved must act in good faith and strive for objectivity, while endeavoring to reach a solution at the earliest possible step of the procedure. The aggrieved employee shall have the assurance that the filing of the grievance will not result in reprisal of any nature.
- c. The aggrieved employee shall have the right to be represented or accompanied by a person of his/her choice if the complaint is not resolved at the informal level as provided for in Step 1 of the grievance procedure. This representation may commence when the grievance is presented in writing to the immediate supervisor's superior, as provided in Step 2 of the grievance procedure.
- d. The processing of a grievance shall be considered as County business, and the employee and his/her representative shall have reasonable time and facilities allocated. The use of County time for this purpose shall not be excessive, nor shall this privilege be abused.
- e. Certain time limits in the grievance procedure are designed to quickly settle a grievance. It is realized, however, that on occasion the

parties concerned may be unable to comply with the established limitations. In such instances, the limitations may be extended upon the mutual agreement of all parties concerned.

- f. Failure of the aggrieved employee to file an appeal within the prescribed time limit for any step shall constitute abandonment of the grievance. County management personnel involved shall abide by prescribed time limits.
- g. Any person responsible for conducting any conference, meeting or hearing under the formal grievance procedure shall give due and timely notice to all persons concerned.
- h. When two or more employees of the same department experience a common grievance, they may initiate a single grievance proceeding. The initial hearing of the grievance shall be by the immediate supervisor, superior or department head who has the prime responsibility for all of the aggrieved employees. In any event, the County retains the right to consider separate grievances together if they concern the same or similar problems.
- i. The parties may mutually agree to waive any step of the grievance procedure.

4. Definitions

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

- a. Employee - An individual occupying a position allocated by the Board of Supervisors as a part of the regular staffing of the department.
- b. Immediate Supervisor - The individual who assigns, reviews, or directs the work of an employee.
- c. Superior - The individual to whom an immediate supervisor reports.
- d. Representative - The person selected by the employee to appear along with him/her in the presentation of his/her grievance.
- e. Department Head - The administrative head of the department involved.
- f. Grievance - A complaint of an employee relating to any phase of his/her employment or working conditions except matters that are within the exclusive field of management functions. This shall include, but not be limited to, a disagreement involving the work situation in which an individual employee believes that an injustice has been done because of: A deviation from a policy; or, the misinterpretation of a policy; or, the misinterpretation or

misapplication of a statute, ordinance, or resolution of the Board of Supervisors relating to the employment of the individual.

5. Procedural Steps

Step 1

When an employee has a grievable matter, he/she should discuss the matter informally with the immediate supervisor. Initial discussion should be sought by the employee not later than five (5) working days after the alleged grievance occurred or after the employee should reasonably have been aware of the incident causing the grievance. The following provisions relating to the formal grievance procedure do not restrict the employee and supervisor from seeking advice and counsel from superiors and department heads when mutually consented to by the employee and supervisor and/or it appears that settlement can be reached at this informal level.

Step 2

If, within five working days, a mutually acceptable solution has not been reached at the informal level, the employee shall submit the grievance in writing to the immediate supervisor's superior. At this point, the grievance hearing process becomes formal and the employee may choose to be accompanied by a representative of his/her choice. After formal hearing, the supervisor's superior will render a written decision within five working days.

Step 3

If the written decision of the superior is unsatisfactory to the employee, the employee may request the grievance to be presented to the department head for review. This request must be made within five working days of the receipt of the written decision. The department head will hear the grievance and give a written decision within five working days of the receipt of the formal grievance papers.

Step 4

If the employee is dissatisfied with the decision of the department head, he/she may, within five working days of the receipt of that decision, request that the grievance be presented to the Personnel Appeals Board for review (see Chapter 1 of the County Personnel Rules). A hearing shall be scheduled within thirty (30) working days from the filing of the appeal unless extended for good cause.

6. Personnel Appeals Board

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

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

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

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

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

7. Grievances - Confidential

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

ARTICLE 11 ASSOCIATION REPRESENTATIVES

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

ARTICLE 12 OVERTIME

1. All employees shall receive FLSA overtime consistent with existing law.
2. For law enforcement personnel authorized overtime hours worked in excess of 80 in a 14-day work period shall be computed at a rate equal to one and one-half (1 and 1/2) times the employee's regular hourly rate.
3. Only hours worked shall be counted as time worked for purposes of computing time and one-half overtime, except that hours paid for pre-approved vacation, comp-time, and holidays shall be counted as hours worked for purposes of computing overtime. Sick leave, and vacation in-lieu and comp-time in-lieu of sick leave shall not count as hours worked.
4. The County will pay an amount equal to time and one-half over and above the current hourly rate of pay for an employee required to work in excess of eight (8) hours per workday. However, if an employee is assigned to work an approved alternate work-shift such as 10 or 12-hour shifts, the employee will only receive time and one-half for work performed in excess of the alternate shift. A workday is defined as a 24-hour period.

5. It is specifically understood that overtime does not apply to unauthorized hours of work or standby time.
6. All overtime worked shall be either paid on the payday following the pay period in which it was earned, or accumulated to be taken as compensatory time off. Compensatory time shall be accumulated at the same rate as overtime and may be taken off at a time designated by the employee with the approval of the Sheriff or his designee.
7. Section 10-11 of the County Policy and Procedures Manual governing work beyond the normal work week (overtime) is amended for employees covered by this Agreement to reflect an increase in the maximum accumulation of compensatory time off to eighty (80) hours.

ARTICLE 13 CALL BACK/COURT TIME

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

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

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

at the overtime rate or shall receive pay for the actual time spent in court at the overtime rate, whichever is greater.

6. Minimum “call-back” shall not apply to overtime which is for voluntary coroner duty. Employees who have volunteered and are called in for coroner duty shall be entitled to receive a minimum of two (2) hours at the overtime rate or the actual time worked, whichever is greater.
7. Minimum “call-back” shall not apply to work which is by phone, computer, or is otherwise accomplished without requiring the employee to physically travel to the worksite. When an employee is called or otherwise contacted while off-duty to handle work over the phone or by computer, the employee shall be compensated for one-half (1/2) hour straight time pay (equals 20 minutes at 1.5 overtime rate) or actual time spent on the call, computer or otherwise performing authorized overtime work which does not require the employee to physically travel to the worksite, whichever is greater.

ARTICLE 14 HEALTH/DENTAL/OPTICAL PLAN

Employees who 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 May 22, 2017 (pay period 2017-12) and based on 24 pay periods annually, the County contribution to the Health and Dental/Optical Plan shall be as follows:

Health/Dental/Vision Plan Level	County Monthly Contribution
Single	\$418.92
Two-Party	\$762.68
Family	\$1147.58

Dental/Vision Only ⁽¹⁾	County Monthly Contribution
Single	\$28.92
Two-Party	\$54.28
Family	\$85.38

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

Insurance premium increases shall be split 50/50 between the employer and employee through the term of this agreement. At the expiration of this contract, absent a successor agreement, the employee is responsible for paying 100 percent of any premium increases.

- B) The County and Association agree that meet and confer discussions regarding the structure of the medical/dental/optical insurance coverage shall take place each year through the Joint County/Employee Medical Insurance Committee. The Committee shall consist of one voting

representative from each bargaining unit as well as unrepresented management (except for the General Unit which has three) and the County. If any changes are needed to the structure of the plan, a good faith effort will be made to make such recommendations to the Board of Supervisors by April 15 of that year. The County's contribution toward medical/dental/optical premiums is set in this Article above.

ARTICLE 15 SALARY

For all employees in the unit, there will be salary range adjustments to address equity concerns raised through the County's salary survey. The salary range increases for "Year 1" as indicated below will become effective the first full pay period following ratification and Board approval (Pay Period 2018-07). All employees in the unit shall receive a 2.0 range (approximately 2%) salary increase effective the first full pay period following June 30, 2018 (Pay Period 2018-15). In the second year of this Agreement, all employees in the unit shall receive a 2.0 range (approximately 2%) salary increase effective the first full pay period following June 30, 2019 (Pay Period 2019-15).

<u>Code</u>	<u>Class Title</u>	"Year 1"	Range	Range
		Range	Increase	Increase
		Eff. 3/12/2018	Eff. 7/2/2018	Eff. 7/1/2019
M25	Deputy Sheriff I	8	2	2
M02	Deputy Sheriff II	8	2	2
M41	Deputy Sheriff Bailiff	8	2	2
M23	Senior Deputy Sheriff	9.5	2	2
M05	Sheriff's Sergeant	10.5	2	2
M06	Chief Civil Deputy Sheriff	10.5	2	2
M35	Chief Dep Coroner/Public Admin	10.5	2	2
L16	District Attorney Investigator I	3	2	2
L15	District Attorney Investigator II	3	2	2
L14	Senior DA Investigator	6	2	2

ARTICLE 16 RETIREMENT

1. New Members - Employees hired on or after January 1, 2013 and designated as "new members" to CalPERS are eligible for the PERS 2.7% at 57 Safety plan pursuant to AB 340/SB197 (pension reform). These employees pay the entire employee contribution rate reviewed and set annually by CalPERS, ~~currently 10.75% of salary~~. Such payment shall vest to the employee.
2. Classic Members - County employees hired prior to January 1, 2013, or those hired on or after that date that are not designated as "new

members” to CalPERS, are eligible for the 3% at 55 Safety Plan, which became effective 4/1/02. These employees pay the entire 9% of salary PERS employee contribution. Such payment shall vest to the employee.

- a) The 3% at 55 Plan has been modified to also include the following optional benefits: One-Year Final Compensation; Military Service Credit; and, 1959 Survivor benefit Level 4.

ARTICLE 17 STANDBY PAY

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

ARTICLE 18 DIVE PAY

When the Department authorizes qualified individuals to function as a Dive Team on official Department business, they shall receive ten dollars (\$10.00) per hour in addition to their regular rate for such time as a team member is actually in the water performing Dive Team duties. Dive pay is further restricted by the following conditions:

- a. All members for the Dive Team shall be certified divers and shall have their certification or a copy thereof on file with the Department.
- b. Time shall be logged by the officer in charge of the operations. For pay purposes, time shall be recorded to the nearest whole hour, but actual time shall be logged.
- c. The dive pay shall consist of ten dollars (\$10.00) in addition to the wage the person would otherwise receive. In the case of overtime or call back, there will be no pyramiding effect--that is, the ten dollars (\$10.00) will be added to the overtime rate and shall apply only to actual time in the water, not the three (3) hour minimum.

ARTICLE 19 MOUNTED PATROL / CANINE PAY

1. When the Department authorizes qualified individuals to function as a canine officer, they shall be paid an additional four hours straight time per week, in addition to their regular pay, for such time as the canine officer is actually assigned a dog to care for. This additional pay is to compensate the officer for time spent feeding and caring for the dog.

2. When the Department authorizes Deputies to function as a rider in the Mounted Enforcement Unit (MEU), they shall be paid an additional four (4) hours straight time per week for such time as the Deputy is actually assigned a horse to care for. This additional pay is to compensate the Deputy for time spent feeding and caring for the horse.

ARTICLE 20 SPECIALTY PAY

Upon request of the Sheriff, the Director of Human Resources may authorize specialty pay in the form of a temporary salary upgrade for Deputy Sheriff II's assigned by the Department to an allocated NTF (Narcotics Task Force) or JSO (Juvenile Services Officer) position. The salary upgrade shall be computed as though the employee were receiving a promotion to Senior Deputy; there are no property rights to the assignment; and, the employee will return to Deputy Sheriff II pay upon reassignment. The employee must sign a statement indicating an understanding of these facts prior to the effective date of the specialty pay.

Merit System status and classification title for employees receiving a special salary upgrade shall remain unchanged. Upon reassignment from the position the special salary upgrade shall be terminated and the employee shall be returned to the salary of his/her own permanent position (Deputy Sheriff II) to which he/she would have been entitled if the upgrading had not occurred. Reassignment by the appointing authority from an NTF or JSO assignment shall not be considered as a demotion or loss of pay and shall not be subject to the grievance or appeal process.

Special assignment pay shall be paid (5 ranges, which is approximately 5% base wage increase) to Deputy Sheriff II (or below) incumbents who are assigned as Field Training Officers (FTO's) by the Sheriff or his/her designee. This specialty pay shall be provided only for actual hours worked conducting training as an FTO. The Sheriff or his/her designee has the exclusive right and discretion to assign or remove individuals from this specialty assignment.

ARTICLE 21 HOLIDAYS

1. The days established as holidays are:
 - January 1, New Year's Day
 - 3rd Monday in January, Martin Luther King Day
 - 3rd Monday in February, Presidents Day
 - Last Monday in May, Memorial Day
 - July 4, Independence Day
 - 1st Monday in September, Labor Day
 - November 11, Veterans' Day
 - The day designated as Thanksgiving Day

The day following Thanksgiving Day

The working day before the day observed as Christmas Day, from 12:00 noon to 5:00 p.m.

December 25, Christmas Day

The working day before the day observed as New Year's Day, from 12:00 noon to 5:00 p.m.

Such other days as the Board of Supervisors may determine by resolution.

2. Nothing herein shall prevent the head of any department or institution, which by reason of the nature of the service must remain open on holidays, from requiring employees thereof to work upon any holiday.
3. Any employee who is required to work, by reason of the nature of the service of the Department or by reason of a regularly scheduled work week other than Monday through Friday, on a day which is a holiday for employees working a regularly scheduled work week of Monday through Friday, shall be compensated for the holiday at the employee's regular rate of pay in addition to the employee's regular compensation for such day had the day not been a holiday. It is the intent of this section to grant the same holidays or compensation therefore to all employees equally.
4. When a holiday established by this article falls on a Sunday, the following Monday shall be deemed to be the holiday in lieu of the day observed.
5. When a holiday established by this article falls on a Saturday, the preceding Friday shall be deemed to be the holiday, in lieu of the day observed.
6. Part-time employees shall be credited with holiday pay in the same ratio that their regular part-time service bears to regular full-time services.
7. Notwithstanding anything in this article to the contrary, extra help employees shall not be entitled to paid holidays.
8. All full-time regular employees in the bargaining unit who are required to perform shift work will receive eight (8) hours pay for each of the eleven (11) holidays listed in the County's holiday policy in lieu of a day off. Payment will be made on the payday for the pay period in which the holiday occurs.
9. In order to qualify for holiday pay, the employee must have been on the payroll in a full-time permanent or probationary capacity and in paid status for the entire week in which the holiday was observed.

ARTICLE 22 VACATION AND COMPENSATORY TIME OFF

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

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

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

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

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

ARTICLE 23 RETIREE HEALTH BENEFIT

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

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

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

Employees hired after January 1, 1999, who are eligible for retiree health if the following four eligibility requirements are met: (1) they have 5 years of credited service (based on CalPERS vested retirement requirements); (2) are currently enrolled in the County's Health insurance; (3) are age 50 or older; and (4) and retire in good standing ~~from P.E.R.S.~~ at the time of their separation from Kings County employment. **These employees** will receive a percentage of the dollar value of accrued sick leave (at time of retirement) put into an "account" to be used toward Kings County health insurance ~~program~~ premiums **only**, at a rate ~~up to~~ **not to exceed** the family option per month until the employee and/or spouse if covered, is eligible (by age) for Medicare or the money runs out, whichever **is 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>	Percent of compensation (based on hours) <u>Health Benefit</u>
20,801 - 41,600	40%
41,601 and over	50%

To qualify for the retiree health benefit the employee and any dependents to be covered must be enrolled in the County's existing health benefit plan at the time of the employee's ~~separation~~ 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 age and, in the case of children, only to the age permitted under the plan contract as dependent children. If the employee dies after retirement (or while still employed in good standing) prior to Medicare age and there is money remaining in the account, the employee's covered dependent(s) may continue to use the account toward Kings County health insurance premiums ~~only or Medicare supplemental insurance premiums, within COBRA guidelines,~~ if eligible as stated above. ~~In case of death, if COBRA benefits expire leaving a balance in the account the balance will be paid to the dependent(s). In all other instances,~~ Any 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 ~~insurance~~ benefit option (if eligible) or cash as follows:

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

Taxes will be paid by the employee on 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 or 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 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.

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

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

~~—If employee elects the health benefit option, the County will pay up to the family option per month toward the employee’s Kings County health insurance premium until the employee, and/or spouse if covered, is eligible~~

~~(by age) for Medicare or the money runs out whichever is first. Health benefit payments may be used toward coverage for the employee's dependents only as long as the dependent(s) is eligible for coverage under the plan; has not reached Medicare age and, in the case of children, only to the age permitted under the plan contract as dependent children. If the employee dies prior to Medicare age and there is money remaining in the account, the employee's dependent(s) may continue to use the account within COBRA guidelines, if eligible as stated above. In case of death, if COBRA benefits expire leaving a balance in the account the balance will be paid to the dependent(s). In all other instances, any balance in the account remains property of County.~~

ARTICLE 24 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.

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. 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 25 JURY DUTY

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

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

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

ARTICLE 26 UNIFORM ALLOWANCE

- 1. All employees required to wear a uniform by the County shall receive a uniform allowance paid directly to the employee. Initial uniform allowance paid to new employees shall be paid in a lump sum. New employees shall receive their initial allowance in the first full pay period following the date of employment. Employees who voluntarily terminate within the first 90 days after receiving their initial allowance shall be required to reimburse the County for one-half of their initial allowance. Those who voluntarily terminate during the second 90 days after receiving their initial allowance will be required to reimburse the County for one-quarter of the allowance.
- 2. Eligible employees who are on the regular County payroll in paid status shall receive the annual uniform allowance as follows: Employees will be paid 1/26 of the annual allowance each pay period in paid status. The uniform allowance shall not be paid for any pay period the employee is in unpaid status the entire pay period. The annual allowance amounts are as follows:

	<u>2013</u>
Sheriff's Deputies	\$850
Sheriff's Deputies – Canine	\$875
DA Investigators	\$550

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

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

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

ARTICLE 27 BODY ARMOR

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

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

ARTICLE 28 EDUCATION INCENTIVE PAY

1. Sheriff and District Attorney employees possessing valid, current P.O.S.T. Supervisory Certification shall be entitled to receive compensation in the amount of \$150.00 per month (\$69.23 per pay period). Eligible employees must submit appropriate certification to the department prior to payment authorization.
2. Sheriff and District Attorney employees possessing valid, current P.O.S.T. Advanced Certification shall be entitled to receive compensation in the amount of \$125.00 per month (\$57.69 per pay period). Eligible employees must submit appropriate certification to the department head prior to payment authorization. Employees receiving compensation for P.O.S.T. Supervisory Certification shall not be entitled to receive compensation for Advanced Certification.
3. Sheriff and District Attorney employees possessing valid, current P.O.S.T. Intermediate Certification shall be entitled to receive compensation in the amount of \$100.00 per month (\$46.15 per pay period). Eligible employees must submit appropriate certification to the department head prior to

payment authorization. Employees receiving compensation for P.O.S.T. Advanced or Supervisory Certification shall not be entitled to receive compensation for Intermediate Certification.

ARTICLE 29 PERSONAL PROPERTY REIMBURSEMENT

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

ARTICLE 30 LAYOFF

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

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

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

ARTICLE 31 LABOR/MANAGEMENT COMMITTEE

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

ARTICLE 32

BILINGUAL PAY

Bilingual employees assigned to public contact positions shall be entitled to Level I Conversational bilingual compensation in the amount of \$25.00 per pay period where bilingual skills are used on a regular basis to perform their duties, communicate with the public and to translate for other employees. Employees shall be required to pass a department selected bilingual verbal proficiency examination.

Bilingual employees assigned to public contact positions may be entitled to Level II Advanced bilingual compensation in the amount of \$50.00 per pay period where the use of bilingual skills constitutes at least fifty percent (50%) of their productive time, includes the use of advanced bilingual skills, and the employee has passed the corresponding County selected bilingual proficiency examination. For purposes of determining the 50% criteria, contact with the public and others contacted in the course of their duties (including monitoring, detaining and transporting) that speak the language in which the employee is bilingual shall be applied to the 50% criteria.

Bilingual pay requires approval by the Human Resources Director upon request of the department head. Where necessary, job audits may be conducted to determine whether the bilingual skills are being utilized as required. For highly specialized or highly technical situations, or where the job knowledge is critical to ensuring that competent and accurate translation is available on an on call or as needed basis, and upon request of the Department, the County Administrative Officer may waive the percentage requirements. Employees receiving bilingual pay may be required to use their bilingual ability to assist other departments within the County. Regardless of certification, all employees shall use any language skills they possess to the best of their ability. The Sheriff/Department Head retains the right to assign employees and/or reassign employees based on organizational needs.

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

ARTICLE 33 DIRECT DEPOSIT OF PAYROLL CHECKS

All employees 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 34 EMPLOYEE ASSISTANCE PROGRAM

The County will contract for an employee assistance program (EAP) which will provide for assessment, diagnosis, short-term consultation and referral to the most appropriate community resources for employees and dependents. Employees may voluntarily utilize the program or, with just cause, may be involuntarily referred by the Department Head. The Medical Insurance Committee described in Article 14 shall advise the County on plan design and selection of providers.

ARTICLE 35 WORK SCHEDULES

1. The County and the Union agree that Deputies assigned to Patrol will be assigned to work a twelve (12) hour shift schedule for four (4) months subject to the following conditions:

- a. Meal and Coffee Breaks

- Each deputy will be allowed two (2) coffee breaks of twenty (20) minutes duration and a forty-five (45) minute meal break for each 12-hour shift. Current County and Departmental rules regarding the use of meal and coffee break time remain unchanged except as herein stated. Meal breaks will not be taken during the first one and one-half hours or the last one and one-half hours of a shift. Supervisors may adjust coffee breaks and meal breaks during a shift.

- b. Overtime

- Overtime shall be computed at a rate equal to one and one-half (1 ½) times the employee's hourly rate for authorized hours worked in excess of twelve (12) hours in a workday or eighty (80) hours in a bi-weekly pay period. A bi-weekly pay period is defined as fourteen (14) consecutive days. For the purpose of computing time worked under this article paid leave time shall be computed as time worked.

- c. Shift Hours

- Initially shift assignments shall be from 0500 hours to 1700 hours and from 1700 hours to 0500 hours. The Sheriff may, after consulting with

the DSA, adjust these shift assignment hours to provide sufficient shift coverage during peak demand hours.

d. Holiday/Vacation/Sick Leave Accrual and Use

Existing accrual rates for vacation, sick leave, and holidays contained in MOU articles 16, 18, and 19 shall remain unchanged. The rules regulating the use of any such paid leave time on an hour-for-hour basis shall remain unchanged.

2. Sworn Deputies, Senior Deputies, K9 Deputies and Sergeants may sign-up for work shifts and beat assignments based on their seniority in their current rank once every four (4) months. Newly hired Deputy Sheriff's will be assigned at Sheriff's (or designee) discretion, upon completion of FTO. Lateral deputies will sign up based on seniority if completion of FTO is anticipated prior to shift change. Any deputy sheriff member subject to shift rotation on 4850 time off at time of shift sign-up will be assigned when cleared for full duty by the Sheriff or his/her designee.
3. Notwithstanding any of the herein above provisions, at the start of any shift rotation period the Sheriff at his/her sole discretion reserves the right to discontinue the twelve (12) hour shift and to make patrol shift assignments on an eight (8) hour shift basis. In such even the Sheriff shall give the Union and its members at least seven (7) calendar days notice prior to reverting back to an eight (8) hour shift in patrol.

ARTICLE ~~35~~ **36** ADMINISTRATIVE APPEAL PROCEDURE (See Appendix B)

ARTICLE ~~36~~ **37** TERM OF AGREEMENT

Except where otherwise specifically stated herein, this agreement shall be effective the first full pay period following ratification and approval of the Board through ~~June 30, 2020~~ June 30, 2021.

The parties agree that either party may request to reopen this agreement at any time before June 30, 2021. The parties shall meet within two (2) weeks of a request to meet and confer by either party.

The parties agree to start negotiations on a successor MOU in November ~~2019~~ 2020.

ARTICLE ~~37~~ **38** RECOMMENDATION

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

FOR THE ASSOCIATION:

Nate Ferrier Date
President

Cole Souza Date
Vice-President

FOR THE COUNTY:

Henie Ring, Date
Human Resources Director

Carolyn Leist, Date
Principal Personnel Analyst

APPENDIX A
Side Letters

~~LETTER OF AGREEMENT BETWEEN THE COUNTY OF KINGS
AND
KINGS COUNTY DEPUTY SHERIFFS' ASSOCIATION
February 7, 1996~~

- ~~1. The County and the DSA agree that Deputies assigned to Patrol will be assigned to work a twelve hour shift schedule for sixteen (16) months subject to the following conditions.~~
 - ~~a. Shift Rotation~~

~~Shifts will be rotated every four (4) months.~~
 - ~~b. Shift Selection~~

~~Shift selection shall be done on seniority basis provided the deputy does not select the same shift twice in a row and that each deputy select at least one night shift and at least one day shift during a 16 month period.~~
 - ~~c. Meal and Coffee Breaks~~

~~Each deputy will be allowed two (2) coffee breaks of twenty (20) minutes duration and a forty five (45) minute meal break for each 12 hour shift.~~

~~Current County and Departmental rules regarding the use of meal and coffee break time remain unchanged except as herein stated. Meal breaks will not be taken during the first one and one half hours or the last one and one half hours of a shift. Supervisors may adjust coffee breaks and meal breaks during a shift.~~
 - ~~d. Overtime~~

~~Overtime shall be computed at a rate equal to one and one half (1 and 1/2) times the employees hourly rate for authorized hours worked in excess of twelve (12) hours in a work day or eighty (80) hours in a bi-weekly pay period. A bi-weekly pay period is defined as fourteen (14) consecutive days. For the purpose of computing time worked under this article paid leave time shall be computed as time worked.~~
 - ~~e. Shift Hours~~

~~Initially shift assignments shall be from 0500 hours to 1700 hours and from 1700 hours to 0500 hours. The Sheriff may, after consulting with the DSA, adjust these shift assignment hours to provide sufficient shift coverage during peak demand hours.~~
 - ~~f. Holiday/Vacation/Sick Leave Accrual and Use~~

~~Existing accrual rates for vacation, sick leave, and holidays contained in MOU articles 16, 18, and 19 shall remain unchanged. The rules regulating the use of any such paid leave time on an hour for hour basis shall remain unchanged.~~
- ~~2. Notwithstanding any of the herein above provisions, at the start of any shift rotation period the Sheriff at his/her sole discretion reserves the right to discontinue the twelve (12) hour shift and to make patrol shift assignments on an eight (8) hour shift basis. In such event the Sheriff shall give the DSA and its members at least seven calendar days notice prior to reverting back to an eight (8) hour shift in patrol.~~

LETTER OF AGREEMENT BETWEEN THE COUNTY OF KINGS
AND
KINGS COUNTY DEPUTY SHERIFFS' ASSOCIATION
March 10, 1999

SUBJECT: District Attorney's Office - Alternative Schedule

The parties hereto agree that the District Attorney may implement a four-day, ten-hour work week for the District Attorney Investigator employees in the Investigations Unit of the District Attorney's Office. The essential points are as follows:

1. The change in working hours will begin on March 22, 1999 on a trial basis.
2. The modified shift schedule will be reviewed in July, 1999, to evaluate its effectiveness.
3. The District Attorney may end this 4/10 program at his sole discretion, without further obligation to meet and confer.
4. As holidays are eight hours (four hours for half-day holidays), staff may use vacation time, work the difference in hours within the holiday week or use unpaid time when a holiday falls on a regularly scheduled day.
5. Overtime will be paid on the basis of hours worked in excess of 10 in a day or 40 in a week except where the employee and the department agree to an altered schedule of up to 12 hours in a day to make up a difference in hours during a holiday week.

LETTER OF AGREEMENT BETWEEN THE COUNTY OF KINGS
AND
KINGS COUNTY DEPUTY SHERIFFS' ASSOCIATION
September 27, 1995

SUBJECT: Vehicle Assignment Program

The parties hereto agree that the Sheriff may implement the attached management Vehicle Assignment Program with the understanding that the Sheriff may end this program at his sole discretion.

The County acknowledges that assigned vehicles may be used to drive to and from assigned training provided the deputy is dressed in appropriate civilian attire. During the life of this program the Call Back pay portion of the Memorandum of Understanding is amended to provide that deputies with assigned vehicles are not entitled to receive the three-hour Call Back guarantee when ordered to perform work during their commute to and from work. Such deputies so ordered will be paid for actual time worked for duties performed driving to work and for actual time worked commencing with the end of the shift until the duties to be performed are completed. The three-hour Call Back rate will apply if a deputy is called back to work after the deputy has arrived at home.

During the life of this program the parties will meet as needed to discuss issues relating to the management of this program. It is agreed and understood that the Sheriff or his designee may issue administrative regulations to provide procedures for a systematic approach to operating issues.

Attachment to September 27, 1995 Vehicle Assignment Program Letter of Agreement

KINGS COUNTY SHERIFF'S OFFICE

VEHICLE ASSIGNMENT PROGRAM

- The individual assignment of patrol vehicles to Deputies is a management program intended to reduce fleet costs.
- Patrol vehicles will be assigned to individual Deputies.
 - Deputies that live in Kings County will be allowed to drive their assigned vehicles home.
 - Deputies that do not live in Kings County will park their assigned vehicle at a Kings County Sheriff's Office facility.
- Deputies will be responsible for insuring maintenance and proper care (including cleaning) of the vehicles as they would any piece of equipment issued to them.
- Be dressed in uniform or dressed in appropriate civilian attire for Court appearance.
- Participation in this program is a privilege - not a benefit.
- Driving the vehicle to and from work is a privilege and Deputies are not to be compensated for this commute time.
- Deputies encountering situations requiring action as a law enforcement officer during their commute to or from work will:
 1. Follow Department procedures.
 2. Notify the on-duty supervisor of the situation as soon as feasible.
 3. Write a miscellaneous or crime report on all enforcement activities.
- Deputies will be compensated for actual time (at time and one half) for duties performed during these contacts. The time will not be at a Call Back rate.
- The program will be phased in over an approximate three year period if the program is approved by B.O.S. and proves to be cost effective.
- Phase I will entail the assignment of eight vehicles for a feasibility study. The study will compare costs of assigned vehicles to line vehicles, a report will be generated with results at the end of this study (approximately 9 to 12 months).
- Full implementation of the program will be contingent on test results indicating cost effectiveness.
- Assignment of vehicles during the feasibility study and the phase-in period is a management prerogative.
- Only Sheriff's Office employees will be allowed to ride along in assigned vehicles. The only exception to this would be ride along approvals.

**SIDE LETTER BETWEEN COUNTY OF KINGS (COUNTY) AND
THE DEPUTY SHERIFF ASSOCIATION (DSA)
June 25, 2014**

For purposes of DSA related recruitments, the County and DSA hereby agree departmental promotional lists may be extended for up to six months even if the list has already been established.

The County and DSA hereby agree to amend the Kings County Personnel Rules Chapter 4 "Selection Process", Section 4012.1 "Departmental Promotional Recruitment-Employment Lists" as follows:

4012 Types of Recruitment - Employment Lists

The type of recruitment to be conducted for a given job classification is dependent upon the location and level of the vacancy. The Personnel Department determines after consultation with the department involved, where appropriate, which type of recruitment will be conducted and employment lists created, based on the guidelines described below:

4012.1 Departmental Promotional Recruitment-Employment Lists

This type of recruitment may be conducted to fill promotional vacancies above the working or experienced level in a class series which exists in only one department. The applicant group is limited to employees in the classified service who are employed by the department requesting to fill a vacancy and who meet the minimum qualifications specified on the announcement.

The Department Promotional employment list resulting from the examination is a list in rank order of final scores. ~~Such list is established for a duration of six months provided that the Director may designate a longer duration up to one year.~~ Such lists are established for a duration of six months. They may be extended for a like period.

4012.2 General Promotional Recruitment - Employment Lists

This type of recruitment may be conducted to fill promotional vacancies above the working or experienced level in a class series. The applicant group is limited to employees in the classified service who meet the minimum qualifications specified on the announcement.

The Promotional employment list resulting from the examination is a list of rank order of final scores. Promotional employment lists are established for a duration of six months. They may be extended for a like period.

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.

DSA:

COUNTY:

Original signatures kept on file

LETTER OF AGREEMENT BETWEEN THE COUNTY OF KINGS
AND
KINGS COUNTY DEPUTY SHERIFFS' ASSOCIATION
April 2015

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

Chart to convert Minutes to Tenths of an Hour

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

**LETTER OF AGREEMENT BETWEEN THE COUNTY OF KINGS
AND
KINGS COUNTY DEPUTY SHERIFFS' ASSOCIATION (DSA)
January 13, 2017**

This is to confirm that the Kings County Deputy Sheriff's Association (DSA) 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 Deputy Sheriff's Association (DSA) 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 – DSA/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 DSA:

FOR THE COUNTY:

Original Signatures kept on file

H:MOU/LOA/DSA 17-01

APPENDIX B
ADMINISTRATIVE APPEAL PROCEDURE
DEPUTY SHERIFFS' ASSOCIATION

Administrative Appeal Procedure

Appeals of Written Reprimands of Public Safety Officers and Firefighters

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

Appeal of Written Reprimands

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

Hearing Officer

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

The Hearing

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

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

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

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

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

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

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

The Decision

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

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE COUNTY OF KINGS
AND
KINGS COUNTY DEPUTY SHERIFFS' ASSOCIATION
June 30, 2020 – June 30, 2021

MEMORANDUM OF UNDERSTANDING – DEPUTY SHERIFFS’ ASSOCIATION

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ARTICLE 1 PREAMBLE

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

ARTICLE 2 RECOGNITION

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

- Chief Civil Deputy Sheriff
- Chief Deputy Coroner/Public Administrator
- Deputy Sheriff I/II
- Deputy Sheriff Bailiff
- Senior Deputy Sheriff
- Senior District Attorney Investigator
- Sheriff's Sergeant
- District Attorney Investigator I/II

ARTICLE 3 MAINTENANCE OF BENEFITS

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

ARTICLE 4 SCOPE OF AGREEMENT

1. The Association and the County agree that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter within the scope of bargaining and that this Agreement represents a full and complete understanding and agreement of the parties on all issues between the Association and the County.

2. This Agreement supersedes all previous Memoranda of Understanding or Agreements between the Association and the County. Specifically, all previous side letter agreements between the Association and the County prior to this Agreement are either incorporated into and/or attached to this Agreement as Appendix A, or are otherwise obsolete and no longer operable. It is understood that for the term of this Agreement, changes in terms and conditions of employment specifically referenced herein may be accomplished only through the "meet and confer" process and by mutual consent of the parties. Changes in other terms and conditions of employment may be accomplished otherwise as provided by law.

ARTICLE 5 SEPARABILITY CLAUSE

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

ARTICLE 6 SAVINGS CLAUSE

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

ARTICLE 7 ASSOCIATION RIGHTS

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

- a. The right to represent its members before the Board of Supervisors or advisory boards or commissions with regard to wages, hours and working conditions or other matters within the scope of representation, subject to the provisions of applicable Federal, State or County laws and regulations.
- b. The right to be given reasonable written notice of any ordinance, rule, resolution, or regulation directly relating to matters within the scope of representation.
- c. The right to a reasonable amount of time during regular working hours to represent its members before the Board of Supervisors or their

representatives when formally meeting and conferring on matters within the scope of representation, or any other activities that the parties agree.

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

ARTICLE 8 COUNTY RIGHTS

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

- a. To determine the nature and extent of services to be performed, as well as the right to determine and implement its public function and responsibility.

- b. To manage all facilities and operations of the County, including the methods, means and personnel by which County operations are to be conducted.
- c. To schedule and assign work.
- d. To establish, modify or change work standards.
- e. To direct the working forces, including the right to hire, assign or promote any employee.
- f. To determine the location of all plants and facilities.
- g. To determine the layout and the machinery, equipment or materials to be used.
- h. To determine processes, techniques, methods and means of all operations, including changes or adjustments of any machinery or equipment.
- i. To determine the size and composition of the working force.
- j. To determine policy and procedures affecting the selection or training of employees.
- k. To establish, assess and implement employee performance standards, including, but not limited to, quality and quantity standards; the assessment of employee performance; and the procedures for said assessment.
- l. To control and determine the use and location of County property, material, machinery or equipment.
- m. To determine safety, health and property protection measures.
- n. To transfer work from one job to another or from one plant or unit to another.
- o. To introduce new, improved or different methods of operations or to change existing methods.
- p. To lay off employees from duty for lack of work or lack of funds.
- q. To reprimand, suspend, discharge or otherwise discipline employees for just cause.
- r. To establish, modify, determine, or eliminate job classifications.
- s. To promulgate, modify and enforce work and safety rules and regulations.

- t. To take such other and further action consistent with this Agreement as may be necessary to organize and operate the County in the most efficient and economical manner and in the best interest of the public it serves.
- u. To contract or subcontract construction, services, maintenance, distribution or any other work with outside public or private entities.
- v. The Association expressly and specifically agrees that except to the extent that the County rights are expressly limited by the terms of this Agreement, the Association waives any and all of its rights to meet and confer on any of the County rights. If the exercise of these rights directly affects wages, hours or terms and conditions of employment, the County will meet and confer on the effects of its actions. The Association agrees that the County may first exercise its rights before meeting and conferring on the effects of the exercise of its rights. The agreement to meet and confer over the effect of the exercising of a County right shall not in any way impair the right of the County to exercise and implement any of its rights.

ARTICLE 9

NO STRIKE-NO LOCKOUT

1. During the term of this Agreement, the Association, its officers, agents and members agree that they shall neither engage in nor encourage, nor will any of its members or representatives take part in any strike, work stoppage, slowdown, sick-out or other concerted refusal to work.
2. If an employee participates in any manner in any strike, work stoppage, slowdown, sick-out or other concerted refusal to work or participates in any manner in any picketing or impediment to work in support of any such strike, work stoppage, slowdown, sick-out or other concerted refusal to work or induces other employees of the County to engage in such activities, such employee shall be subject to discharge by the County.
3. In the event the Association calls, engages in, encourages, assists or condones in any manner, any strike, work stoppage, slowdown, sick-out or other concerted refusal to work by employees of the County or any picketing or work impediment in support thereof, or any other form of interference with or limitation of the peaceful performance of County services, the Association agrees that the County, in addition to any other lawful remedies of disciplinary actions available to it, may suspend any and all of the rights and privileges accorded the Association under any ordinance, resolution, rules or procedures of the County, including, but not limited to, the suspension of recognition of the Association and the use of the County bulletin boards and facilities.
4. Any employee violating the obligations of this article may be disciplined or discharged by the County without recourse to the appeals procedure except as to the question of whether the employee participated in the prohibited conduct.

5. The County shall not lock-out employees.
6. Nothing in this article is intended to diminish civil rights and due process as required by law.

ARTICLE 10 GRIEVANCE PROCEDURE

1. As outlined in the County Personnel Rules, this article deals with the County's grievance procedure and methods are hereby established to assure systematic consideration of an individual employee's grievance in the interest of obtaining a fair and equitable solution.

2. Purpose

A mutual obligation exists between administrative, supervisory and non-supervisory employees of the County to provide efficient and continuous service to the public. Employee morale is an important factor in maintaining a high level of public service and the administration has a responsibility to provide an orderly and expeditious method for resolving problems which may arise from working relationships and conditions.

3. Explanation of Rules

- a. Except where a remedy is otherwise provided for by State law, the County Ordinance Code or these rules, any employee shall have the right to present a grievance arising from his/her employment in accordance with the provisions of this procedure.
- b. All parties so involved must act in good faith and strive for objectivity, while endeavoring to reach a solution at the earliest possible step of the procedure. The aggrieved employee shall have the assurance that the filing of the grievance will not result in reprisal of any nature.
- c. The aggrieved employee shall have the right to be represented or accompanied by a person of his/her choice if the complaint is not resolved at the informal level as provided for in Step 1 of the grievance procedure. This representation may commence when the grievance is presented in writing to the immediate supervisor's superior, as provided in Step 2 of the grievance procedure.
- d. The processing of a grievance shall be considered as County business, and the employee and his/her representative shall have reasonable time and facilities allocated. The use of County time for this purpose shall not be excessive, nor shall this privilege be abused.
- e. Certain time limits in the grievance procedure are designed to quickly settle a grievance. It is realized, however, that on occasion the

parties concerned may be unable to comply with the established limitations. In such instances, the limitations may be extended upon the mutual agreement of all parties concerned.

- f. Failure of the aggrieved employee to file an appeal within the prescribed time limit for any step shall constitute abandonment of the grievance. County management personnel involved shall abide by prescribed time limits.
- g. Any person responsible for conducting any conference, meeting or hearing under the formal grievance procedure shall give due and timely notice to all persons concerned.
- h. When two or more employees of the same department experience a common grievance, they may initiate a single grievance proceeding. The initial hearing of the grievance shall be by the immediate supervisor, superior or department head who has the prime responsibility for all of the aggrieved employees. In any event, the County retains the right to consider separate grievances together if they concern the same or similar problems.
- i. The parties may mutually agree to waive any step of the grievance procedure.

4. Definitions

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

- a. Employee - An individual occupying a position allocated by the Board of Supervisors as a part of the regular staffing of the department.
- b. Immediate Supervisor - The individual who assigns, reviews, or directs the work of an employee.
- c. Superior - The individual to whom an immediate supervisor reports.
- d. Representative - The person selected by the employee to appear along with him/her in the presentation of his/her grievance.
- e. Department Head - The administrative head of the department involved.
- f. Grievance - A complaint of an employee relating to any phase of his/her employment or working conditions except matters that are within the exclusive field of management functions. This shall include, but not be limited to, a disagreement involving the work situation in which an individual employee believes that an injustice has been done because of: A deviation from a policy; or, the misinterpretation of a policy; or, the misinterpretation or

misapplication of a statute, ordinance, or resolution of the Board of Supervisors relating to the employment of the individual.

5. Procedural Steps

Step 1

When an employee has a grievable matter, he/she should discuss the matter informally with the immediate supervisor. Initial discussion should be sought by the employee not later than five (5) working days after the alleged grievance occurred or after the employee should reasonably have been aware of the incident causing the grievance. The following provisions relating to the formal grievance procedure do not restrict the employee and supervisor from seeking advice and counsel from superiors and department heads when mutually consented to by the employee and supervisor and/or it appears that settlement can be reached at this informal level.

Step 2

If, within five working days, a mutually acceptable solution has not been reached at the informal level, the employee shall submit the grievance in writing to the immediate supervisor's superior. At this point, the grievance hearing process becomes formal and the employee may choose to be accompanied by a representative of his/her choice. After formal hearing, the supervisor's superior will render a written decision within five working days.

Step 3

If the written decision of the superior is unsatisfactory to the employee, the employee may request the grievance to be presented to the department head for review. This request must be made within five working days of the receipt of the written decision. The department head will hear the grievance and give a written decision within five working days of the receipt of the formal grievance papers.

Step 4

If the employee is dissatisfied with the decision of the department head, he/she may, within five working days of the receipt of that decision, request that the grievance be presented to the Personnel Appeals Board for review (see Chapter 1 of the County Personnel Rules). A hearing shall be scheduled within thirty (30) working days from the filing of the appeal unless extended for good cause.

6. Personnel Appeals Board

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

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

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

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

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

7. Grievances - Confidential

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

ARTICLE 11 ASSOCIATION REPRESENTATIVES

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

ARTICLE 12 OVERTIME

1. All employees shall receive FLSA overtime consistent with existing law.
2. For law enforcement personnel authorized overtime hours worked in excess of 80 in a 14-day work period shall be computed at a rate equal to one and one-half (1 and 1/2) times the employee's regular hourly rate.
3. Only hours worked shall be counted as time worked for purposes of computing time and one-half overtime, except that hours paid for pre-approved vacation, comp-time, and holidays shall be counted as hours worked for purposes of computing overtime. Sick leave, and vacation in-lieu and comp-time in-lieu of sick leave shall not count as hours worked.
4. The County will pay an amount equal to time and one-half over and above the current hourly rate of pay for an employee required to work in excess of eight (8) hours per workday. However, if an employee is assigned to work an approved alternate work-shift such as 10 or 12-hour shifts, the employee will only receive time and one-half for work performed in excess of the alternate shift. A workday is defined as a 24-hour period.

5. It is specifically understood that overtime does not apply to unauthorized hours of work or standby time.
6. All overtime worked shall be either paid on the payday following the pay period in which it was earned, or accumulated to be taken as compensatory time off. Compensatory time shall be accumulated at the same rate as overtime and may be taken off at a time designated by the employee with the approval of the Sheriff or his designee.
7. Section 10-11 of the County Policy and Procedures Manual governing work beyond the normal work week (overtime) is amended for employees covered by this Agreement to reflect an increase in the maximum accumulation of compensatory time off to eighty (80) hours.

ARTICLE 13 CALL BACK/COURT TIME

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

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

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

at the overtime rate or shall receive pay for the actual time spent in court at the overtime rate, whichever is greater.

6. Minimum "call-back" shall not apply to overtime which is for voluntary coroner duty. Employees who have volunteered and are called in for coroner duty shall be entitled to receive a minimum of two (2) hours at the overtime rate or the actual time worked, whichever is greater.
7. Minimum "call-back" shall not apply to work which is by phone, computer, or is otherwise accomplished without requiring the employee to physically travel to the worksite. When an employee is called or otherwise contacted while off-duty to handle work over the phone or by computer, the employee shall be compensated for one-half (1/2) hour straight time pay (equals 20 minutes at 1.5 overtime rate) or actual time spent on the call, computer or otherwise performing authorized overtime work which does not require the employee to physically travel to the worksite, whichever is greater.

ARTICLE 14 HEALTH/DENTAL/OPTICAL PLAN

Employees who 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 May 22, 2017 (pay period 2017-12) and based on 24 pay periods annually, the County contribution to the Health and Dental/Optical Plan shall be as follows:

Health/Dental/Vision Plan Level	County Monthly Contribution
Single	\$418.92
Two-Party	\$762.68
Family	\$1147.58

Dental/Vision Only ⁽¹⁾	County Monthly Contribution
Single	\$28.92
Two-Party	\$54.28
Family	\$85.38

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

Insurance premium increases shall be split 50/50 between the employer and employee through the term of this agreement. At the expiration of this contract, absent a successor agreement, the employee is responsible for paying 100 percent of any premium increases.

- B) The County and Association agree that meet and confer discussions regarding the structure of the medical/dental/optical insurance coverage shall take place each year through the Joint County/Employee Medical Insurance Committee. The Committee shall consist of one voting

representative from each bargaining unit as well as unrepresented management (except for the General Unit which has three) and the County. If any changes are needed to the structure of the plan, a good faith effort will be made to make such recommendations to the Board of Supervisors by April 15 of that year. The County's contribution toward medical/dental/optical premiums is set in this Article above.

ARTICLE 15 SALARY

For all employees in the unit, there will be salary range adjustments to address equity concerns raised through the County's salary survey. The salary range increases for "Year 1" as indicated below will become effective the first full pay period following ratification and Board approval (Pay Period 2018-07). All employees in the unit shall receive a 2.0 range (approximately 2%) salary increase effective the first full pay period following June 30, 2018 (Pay Period 2018-15). In the second year of this Agreement, all employees in the unit shall receive a 2.0 range (approximately 2%) salary increase effective the first full pay period following June 30, 2019 (Pay Period 2019-15).

<u>Code</u>	<u>Class Title</u>	"Year 1"	Range	Range
		Range Increase	Increase	Increase
		<u>Eff. 3/12/2018</u>	<u>Eff. 7/2/2018</u>	<u>Eff. 7/1/2019</u>
M25	Deputy Sheriff I	8	2	2
M02	Deputy Sheriff II	8	2	2
M41	Deputy Sheriff Bailiff	8	2	2
M23	Senior Deputy Sheriff	9.5	2	2
M05	Sheriff's Sergeant	10.5	2	2
M06	Chief Civil Deputy Sheriff	10.5	2	2
M35	Chief Dep Coroner/Public Admin	10.5	2	2
L16	District Attorney Investigator I	3	2	2
L15	District Attorney Investigator II	3	2	2
L14	Senior DA Investigator	6	2	2

ARTICLE 16 RETIREMENT

1. New Members - Employees hired on or after January 1, 2013 and designated as "new members" to CalPERS are eligible for the PERS 2.7% at 57 Safety plan pursuant to AB 340/SB197 (pension reform). These employees pay the entire employee contribution rate reviewed and set annually by CalPERS. Such payment shall vest to the employee.

2. Classic Members - County employees hired prior to January 1, 2013, or those hired on or after that date that are not designated as "new members" to CalPERS, are eligible for the 3% at 55 Safety Plan, which

became effective 4/1/02. These employees pay the entire 9% of salary PERS employee contribution. Such payment shall vest to the employee.

- a) The 3% at 55 Plan has been modified to also include the following optional benefits: One-Year Final Compensation; Military Service Credit; and, 1959 Survivor benefit Level 4.

ARTICLE 17 STANDBY PAY

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

ARTICLE 18 DIVE PAY

When the Department authorizes qualified individuals to function as a Dive Team on official Department business, they shall receive ten dollars (\$10.00) per hour in addition to their regular rate for such time as a team member is actually in the water performing Dive Team duties. Dive pay is further restricted by the following conditions:

- a. All members for the Dive Team shall be certified divers and shall have their certification or a copy thereof on file with the Department.
- b. Time shall be logged by the officer in charge of the operations. For pay purposes, time shall be recorded to the nearest whole hour, but actual time shall be logged.
- c. The dive pay shall consist of ten dollars (\$10.00) in addition to the wage the person would otherwise receive. In the case of overtime or call back, there will be no pyramiding effect--that is, the ten dollars (\$10.00) will be added to the overtime rate and shall apply only to actual time in the water, not the three (3) hour minimum.

ARTICLE 19 MOUNTED PATROL / CANINE PAY

- 1. When the Department authorizes qualified individuals to function as a canine officer, they shall be paid an additional four hours straight time per week, in addition to their regular pay, for such time as the canine officer is actually assigned a dog to care for. This additional pay is to compensate the officer for time spent feeding and caring for the dog.
- 2. When the Department authorizes Deputies to function as a rider in the Mounted Enforcement Unit (MEU), they shall be paid an additional four (4)

hours straight time per week for such time as the Deputy is actually assigned a horse to care for. This additional pay is to compensate the Deputy for time spent feeding and caring for the horse.

ARTICLE 20 SPECIALTY PAY

Upon request of the Sheriff, the Director of Human Resources may authorize specialty pay in the form of a temporary salary upgrade for Deputy Sheriff II's assigned by the Department to an allocated NTF (Narcotics Task Force) or JSO (Juvenile Services Officer) position. The salary upgrade shall be computed as though the employee were receiving a promotion to Senior Deputy; there are no property rights to the assignment; and, the employee will return to Deputy Sheriff II pay upon reassignment. The employee must sign a statement indicating an understanding of these facts prior to the effective date of the specialty pay.

Merit System status and classification title for employees receiving a special salary upgrade shall remain unchanged. Upon reassignment from the position the special salary upgrade shall be terminated and the employee shall be returned to the salary of his/her own permanent position (Deputy Sheriff II) to which he/she would have been entitled if the upgrading had not occurred. Reassignment by the appointing authority from an NTF or JSO assignment shall not be considered as a demotion or loss of pay and shall not be subject to the grievance or appeal process.

Special assignment pay shall be paid (5 ranges, which is approximately 5% base wage increase) to Deputy Sheriff II (or below) incumbents who are assigned as Field Training Officers (FTO's) by the Sheriff or his/her designee. This specialty pay shall be provided only for actual hours worked conducting training as an FTO. The Sheriff or his/her designee has the exclusive right and discretion to assign or remove individuals from this specialty assignment.

ARTICLE 21 HOLIDAYS

1. The days established as holidays are:

January 1, New Year's Day
3rd Monday in January, Martin Luther King Day
3rd Monday in February, Presidents Day
Last Monday in May, Memorial Day
July 4, Independence Day
1st Monday in September, Labor Day
November 11, Veterans' Day
The day designated as Thanksgiving Day
The day following Thanksgiving Day
The working day before the day observed as Christmas Day, from 12:00 noon to 5:00 p.m.
December 25, Christmas Day

The working day before the day observed as New Year's Day, from 12:00 noon to 5:00 p.m.

Such other days as the Board of Supervisors may determine by resolution.

2. Nothing herein shall prevent the head of any department or institution, which by reason of the nature of the service must remain open on holidays, from requiring employees thereof to work upon any holiday.
3. Any employee who is required to work, by reason of the nature of the service of the Department or by reason of a regularly scheduled work week other than Monday through Friday, on a day which is a holiday for employees working a regularly scheduled work week of Monday through Friday, shall be compensated for the holiday at the employee's regular rate of pay in addition to the employee's regular compensation for such day had the day not been a holiday. It is the intent of this section to grant the same holidays or compensation therefore to all employees equally.
4. When a holiday established by this article falls on a Sunday, the following Monday shall be deemed to be the holiday in lieu of the day observed.
5. When a holiday established by this article falls on a Saturday, the preceding Friday shall be deemed to be the holiday, in lieu of the day observed.
6. Part-time employees shall be credited with holiday pay in the same ratio that their regular part-time service bears to regular full-time services.
7. Notwithstanding anything in this article to the contrary, extra help employees shall not be entitled to paid holidays.
8. All full-time regular employees in the bargaining unit who are required to perform shift work will receive eight (8) hours pay for each of the eleven (11) holidays listed in the County's holiday policy in lieu of a day off. Payment will be made on the payday for the pay period in which the holiday occurs.
9. In order to qualify for holiday pay, the employee must have been on the payroll in a full-time permanent or probationary capacity and in paid status for the entire week in which the holiday was observed.

ARTICLE 22 VACATION AND COMPENSATORY TIME OFF

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

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

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

- b. Once the appropriate accumulation limit has been reached, the employee shall cease to earn additional vacation until the employee's accumulated vacation balance falls below the limits listed above.
2. When requesting time off, the employee may elect to use either accrued compensatory time or accrued vacation. The maximum amount of accrued compensatory time shall not exceed 80 hours.

ARTICLE 23 RETIREE HEALTH BENEFIT

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

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

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

Employees hired after January 1, 1999, are eligible for retiree health if the following four eligibility requirements are met: (1) they have 5 years of credited service (based on CalPERS vested retirement requirements); (2) are currently enrolled in the County's Health insurance; (3) are age 50 or older; and (4) and retire in good standing at the time of their separation from Kings County employment. These employees 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 (by age) 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>	Percent of compensation (based on hours) <u>Health Benefit</u>
20,801 - 41,600	40%
41,601 and over	50%

To qualify for the retiree health benefit the employee and any dependents to be covered must be enrolled in the County's existing health benefit plan at the time of the employee's 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 age and, in the case of children, only to the age permitted under the plan contract as dependent children. If the employee dies after retirement (or while still employed in good standing) prior to Medicare age and there is money remaining in the account, the employee's covered dependent(s) may continue to use the account toward Kings County health insurance premiums 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:

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

Taxes will be paid by the employee on 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 or 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 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 24 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.

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. 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 25 JURY DUTY

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

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

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

ARTICLE 26 UNIFORM ALLOWANCE

1. All employees required to wear a uniform by the County shall receive a uniform allowance paid directly to the employee. Initial uniform allowance paid to new employees shall be paid in a lump sum. New employees shall receive their initial allowance in the first full pay period following the date of employment. Employees who voluntarily terminate within the first 90 days after receiving their initial allowance shall be required to reimburse the County for one-half of their initial allowance. Those who voluntarily terminate during the second 90 days after receiving their initial allowance will be required to reimburse the County for one-quarter of the allowance.
2. Eligible employees who are on the regular County payroll in paid status shall receive the annual uniform allowance as follows: Employees will be

paid 1/26 of the annual allowance each pay period in paid status. The uniform allowance shall not be paid for any pay period the employee is in unpaid status the entire pay period. The annual allowance amounts are as follows:

	<u>2013</u>
Sheriff's Deputies	\$850
Sheriff's Deputies – Canine	\$875
DA Investigators	\$550

3. The County agrees to reimburse for one-half the cost of uniforms that are damaged during duty hours or while stored at a County facility, providing that the employee made a reasonable effort to safeguard the uniform. Reimbursement will be based upon the replacement value of the item, based upon its current cost. Such reimbursement shall be made within thirty (30) days from the date of submission of the claim by the employee and related required reports to the Department.
4. For employees hired on or after January 1, 2013 and designated as "new members" to CalPERS, any uniform allowance will not be subject to PERS pursuant to AB 340/SB197 (pension reform).

ARTICLE 27 BODY ARMOR

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

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

ARTICLE 28 EDUCATION INCENTIVE PAY

1. Sheriff and District Attorney employees possessing valid, current P.O.S.T. Supervisory Certification shall be entitled to receive compensation in the amount of \$150.00 per month (\$69.23 per pay period). Eligible employees must submit appropriate certification to the department prior to payment authorization.

2. Sheriff and District Attorney employees possessing valid, current P.O.S.T. Advanced Certification shall be entitled to receive compensation in the amount of \$125.00 per month (\$57.69 per pay period). Eligible employees must submit appropriate certification to the department head prior to payment authorization. Employees receiving compensation for P.O.S.T. Supervisory Certification shall not be entitled to receive compensation for Advanced Certification.
3. Sheriff and District Attorney employees possessing valid, current P.O.S.T. Intermediate Certification shall be entitled to receive compensation in the amount of \$100.00 per month (\$46.15 per pay period). Eligible employees must submit appropriate certification to the department head prior to payment authorization. Employees receiving compensation for P.O.S.T. Advanced or Supervisory Certification shall not be entitled to receive compensation for Intermediate Certification.

ARTICLE 29 PERSONAL PROPERTY REIMBURSEMENT

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

ARTICLE 30 LAYOFF

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

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

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

ARTICLE 31 LABOR/MANAGEMENT COMMITTEE

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

ARTICLE 32 BILINGUAL PAY

Bilingual employees assigned to public contact positions shall be entitled to Level I Conversational bilingual compensation in the amount of \$25.00 per pay period where bilingual skills are used on a regular basis to perform their duties, communicate with the public and to translate for other employees. Employees shall be required to pass a department selected bilingual verbal proficiency examination.

Bilingual employees assigned to public contact positions may be entitled to Level II Advanced bilingual compensation in the amount of \$50.00 per pay period where the use of bilingual skills constitutes at least fifty percent (50%) of their productive time, includes the use of advanced bilingual skills, and the employee has passed the corresponding County selected bilingual proficiency examination. For purposes of determining the 50% criteria, contact with the public and others contacted in the course of their duties (including monitoring, detaining and transporting) that speak the language in which the employee is bilingual shall be applied to the 50% criteria.

Bilingual pay requires approval by the Human Resources Director upon request of the department head. Where necessary, job audits may be conducted to determine whether the bilingual skills are being utilized as required. For highly specialized or highly technical situations, or where the job knowledge is critical to ensuring that competent and accurate translation is available on an on call or as needed basis, and upon request of the Department, the County Administrative Officer may waive the percentage requirements. Employees receiving bilingual pay may be required to use their bilingual ability to assist other departments within the County. Regardless of certification, all employees shall use any language skills they possess to the best of their ability. The Sheriff/Department Head retains the right to assign employees and/or reassign employees based on organizational needs.

Employees receiving Level II Advanced bilingual compensation shall not be entitled to receive Level I Conversational bilingual compensation. Employees that translate for more than one language are not eligible to receive additional bilingual compensation for the additional language(s). Bilingual pay shall be

terminated if the Department determines that the percentage or level of bilingual services provided by the employee falls below the established criteria for compensation, or the employee fails to pass a proficiency examination, or the department determines that the employee fails to demonstrate satisfactory performance in providing bilingual services. Bilingual pay shall be terminated and a new request for bilingual compensation may be submitted if the employee is demoted, promoted or transferred. The decision of the Human Resources Director regarding the granting and termination of bilingual payment shall be final and shall not be subject to appeal or grievance procedures. When a part-time employee is assigned bilingual duties, the bilingual pay shall be prorated.

ARTICLE 33 DIRECT DEPOSIT OF PAYROLL CHECKS

All employees 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 34 EMPLOYEE ASSISTANCE PROGRAM

The County will contract for an employee assistance program (EAP) which will provide for assessment, diagnosis, short-term consultation and referral to the most appropriate community resources for employees and dependents. Employees may voluntarily utilize the program or, with just cause, may be involuntarily referred by the Department Head. The Medical Insurance Committee described in Article 14 shall advise the County on plan design and selection of providers.

ARTICLE 35 WORK SCHEDULES

1. The County and the Union agree that Deputies assigned to Patrol will be assigned to work a twelve (12) hour shift schedule for four (4) months subject to the following conditions:

- a. Meal and Coffee Breaks

- Each deputy will be allowed two (2) coffee breaks of twenty (20) minutes duration and a forty-five (45) minute meal break for each 12-hour shift. Current County and Departmental rules regarding the use of meal and coffee break time remain unchanged except as herein stated. Meal breaks will not be taken during the first one and one-half hours or the last one and one-half hours of a shift. Supervisors may adjust coffee breaks and meal breaks during a shift.

b. Overtime

Overtime shall be computed at a rate equal to one and one-half (1 ½) times the employee's hourly rate for authorized hours worked in excess of twelve (12) hours in a workday or eighty (80) hours in a bi-weekly pay period. A bi-weekly pay period is defined as fourteen (14) consecutive days. For the purpose of computing time worked under this article paid leave time shall be computed as time worked.

c. Shift Hours

Initially shift assignments shall be from 0500 hours to 1700 hours and from 1700 hours to 0500 hours. The Sheriff may, after consulting with the DSA, adjust these shift assignment hours to provide sufficient shift coverage during peak demand hours.

d. Holiday/Vacation/Sick Leave Accrual and Use

Existing accrual rates for vacation, sick leave, and holidays contained in MOU articles 16, 18, and 19 shall remain unchanged. The rules regulating the use of any such paid leave time on an hour-for-hour basis shall remain unchanged.

2. Sworn Deputies, Senior Deputies, K9 Deputies and Sergeants may sign-up for work shifts and beat assignments based on their seniority in their current rank once every four (4) months. Newly hired Deputy Sheriff's will be assigned at Sheriff's (or designee) discretion, upon completion of FTO. Lateral deputies will sign up based on seniority if completion of FTO is anticipated prior to shift change. Any deputy sheriff member subject to shift rotation on 4850 time off at time of shift sign-up will be assigned when cleared for full duty by the Sheriff or his/her designee.
3. Notwithstanding any of the herein above provisions, at the start of any shift rotation period the Sheriff at his/her sole discretion reserves the right to discontinue the twelve (12) hour shift and to make patrol shift assignments on an eight (8) hour shift basis. In such even the Sheriff shall give the Union and its members at least seven (7) calendar days notice prior to reverting back to an eight (8) hour shift in patrol.

ARTICLE 37 TERM OF AGREEMENT

Except where otherwise specifically stated herein, this agreement shall be effective the first full pay period following ratification and approval of the Board through June 30, 2021.

The parties agree that either party may request to reopen this agreement at any time before June 30, 2021. The parties shall meet within two (2) weeks of a request to meet and confer by either party.

The parties agree to start negotiations on a successor MOU in November 2020.

ARTICLE 38 RECOMMENDATION

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

FOR THE ASSOCIATION:

FOR THE COUNTY:

Nate Ferrier Date
President

Henie Ring, Date
Human Resources Director

Cole Souza Date
Vice-President

Carolyn Leist, Date
Principal Personnel Analyst

APPENDIX A
Side Letters

LETTER OF AGREEMENT BETWEEN THE COUNTY OF KINGS
AND
KINGS COUNTY DEPUTY SHERIFFS' ASSOCIATION
March 10, 1999

SUBJECT: District Attorney's Office - Alternative Schedule

The parties hereto agree that the District Attorney may implement a four-day, ten-hour work week for the District Attorney Investigator employees in the Investigations Unit of the District Attorney's Office. The essential points are as follows:

1. The change in working hours will begin on March 22, 1999 on a trial basis.
2. The modified shift schedule will be reviewed in July, 1999, to evaluate its effectiveness.
3. The District Attorney may end this 4/10 program at his sole discretion, without further obligation to meet and confer.
4. As holidays are eight hours (four hours for half-day holidays), staff may use vacation time, work the difference in hours within the holiday week or use unpaid time when a holiday falls on a regularly scheduled day.
5. Overtime will be paid on the basis of hours worked in excess of 10 in a day or 40 in a week except where the employee and the department agree to an altered schedule of up to 12 hours in a day to make up a difference in hours during a holiday week.

LETTER OF AGREEMENT BETWEEN THE COUNTY OF KINGS
AND
KINGS COUNTY DEPUTY SHERIFFS' ASSOCIATION
September 27, 1995

SUBJECT: Vehicle Assignment Program

The parties hereto agree that the Sheriff may implement the attached management Vehicle Assignment Program with the understanding that the Sheriff may end this program at his sole discretion.

The County acknowledges that assigned vehicles may be used to drive to and from assigned training provided the deputy is dressed in appropriate civilian attire. During the life of this program the Call Back pay portion of the Memorandum of Understanding is amended to provide that deputies with assigned vehicles are not entitled to receive the three-hour Call Back guarantee when ordered to perform work during their commute to and from work. Such deputies so ordered will be paid for actual time worked for duties performed driving to work and for actual time worked commencing with the end of the shift until the duties to be performed are completed. The three-hour Call Back rate will apply if a deputy is called back to work after the deputy has arrived at home.

During the life of this program the parties will meet as needed to discuss issues relating to the management of this program. It is agreed and understood that the Sheriff or his designee may issue administrative regulations to provide procedures for a systematic approach to operating issues.

Attachment to September 27, 1995 Vehicle Assignment Program Letter of Agreement

KINGS COUNTY SHERIFF'S OFFICE

VEHICLE ASSIGNMENT PROGRAM

- The individual assignment of patrol vehicles to Deputies is a management program intended to reduce fleet costs.
- Patrol vehicles will be assigned to individual Deputies.
 - Deputies that live in Kings County will be allowed to drive their assigned vehicles home.
 - Deputies that do not live in Kings County will park their assigned vehicle at a Kings County Sheriff's Office facility.
- Deputies will be responsible for insuring maintenance and proper care (including cleaning) of the vehicles as they would any piece of equipment issued to them.
- Be dressed in uniform or dressed in appropriate civilian attire for Court appearance.
- Participation in this program is a privilege - not a benefit.
- Driving the vehicle to and from work is a privilege and Deputies are not to be compensated for this commute time.
- Deputies encountering situations requiring action as a law enforcement officer during their commute to or from work will:
 1. Follow Department procedures.
 2. Notify the on-duty supervisor of the situation as soon as feasible.
 3. Write a miscellaneous or crime report on all enforcement activities.
- Deputies will be compensated for actual time (at time and one half) for duties performed during these contacts. The time will not be at a Call Back rate.
- The program will be phased in over an approximate three year period if the program is approved by B.O.S. and proves to be cost effective.
- Phase I will entail the assignment of eight vehicles for a feasibility study. The study will compare costs of assigned vehicles to line vehicles, a report will be generated with results at the end of this study (approximately 9 to 12 months).
- Full implementation of the program will be contingent on test results indicating cost effectiveness.
- Assignment of vehicles during the feasibility study and the phase-in period is a management prerogative.
- Only Sheriff's Office employees will be allowed to ride along in assigned vehicles. The only exception to this would be ride along approvals.

**SIDE LETTER BETWEEN COUNTY OF KINGS (COUNTY) AND
THE DEPUTY SHERIFF ASSOCIATION (DSA)
June 25, 2014**

For purposes of DSA related recruitments, the County and DSA hereby agree departmental promotional lists may be extended for up to six months even if the list has already been established.

The County and DSA hereby agree to amend the Kings County Personnel Rules Chapter 4 "Selection Process", Section 4012.1 "Departmental Promotional Recruitment-Employment Lists" as follows:

4012 Types of Recruitment - Employment Lists

The type of recruitment to be conducted for a given job classification is dependent upon the location and level of the vacancy. The Personnel Department determines after consultation with the department involved, where appropriate, which type of recruitment will be conducted and employment lists created, based on the guidelines described below:

4012.1 Departmental Promotional Recruitment-Employment Lists

This type of recruitment may be conducted to fill promotional vacancies above the working or experienced level in a class series which exists in only one department. The applicant group is limited to employees in the classified service who are employed by the department requesting to fill a vacancy and who meet the minimum qualifications specified on the announcement.

The Department Promotional employment list resulting from the examination is a list in rank order of final scores. ~~Such list is established for a duration of six months provided that the Director may designate a longer duration up to one year.~~ Such lists are established for a duration of six months. They may be extended for a like period.

4012.2 General Promotional Recruitment - Employment Lists

This type of recruitment may be conducted to fill promotional vacancies above the working or experienced level in a class series. The applicant group is limited to employees in the classified service who meet the minimum qualifications specified on the announcement.

The Promotional employment list resulting from the examination is a list of rank order of final scores. Promotional employment lists are established for a duration of six months. They may be extended for a like period.

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.

DSA:

COUNTY:

Original signatures kept on file

LETTER OF AGREEMENT BETWEEN THE COUNTY OF KINGS
AND
KINGS COUNTY DEPUTY SHERIFFS' ASSOCIATION
April 2015

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

Chart to convert Minutes to Tenths of an Hour

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

**LETTER OF AGREEMENT BETWEEN THE COUNTY OF KINGS
AND
KINGS COUNTY DEPUTY SHERIFFS' ASSOCIATION (DSA)
January 13, 2017**

This is to confirm that the Kings County Deputy Sheriff's Association (DSA) 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 Deputy Sheriff's Association (DSA) 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.

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 DSA:

FOR THE COUNTY:

Original Signatures kept on file

H:MOU/LOA/DSA 17-01

APPENDIX B
ADMINISTRATIVE APPEAL PROCEDURE
DEPUTY SHERIFFS' ASSOCIATION

Administrative Appeal Procedure

Appeals of Written Reprimands of Public Safety Officers and Firefighters

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

Appeal of Written Reprimands

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

Hearing Officer

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

The Hearing

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

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

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

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

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

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

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

The Decision

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



COUNTY OF KINGS BOARD OF SUPERVISORS

GOVERNMENT CENTER HANFORD, CALIFORNIA 93230 (559) 852-2362
Catherine Venturella, Clerk of the Board of Supervisors

AGENDA ITEM July 21, 2020

SUBMITTED BY: Human Resources – Henie Ring/Melissa Avalos

SUBJECT: NEW JOB SPECIFICATION FOR SUPERVISING BUILDING OPERATIONS SPECIALIST

SUMMARY:

Overview:

The Supervising Building Operations Specialist would be a new classification in the Building Maintenance Division of Public Works Department. This position will assist in the training and supervision of the Building Operations staff. Additionally, the incumbent will perform skilled work in the installation, operation, maintenance, regulation and repair of heating, ventilation, air conditioning, and refrigeration equipment and controls in the Building Maintenance Division. The Administrative Office and Human Resources support the recommendation discussed below.

Recommendation:

Approve a new job specification for Supervising Building Operations Specialist and set the salary at Range 209.0 (\$4,808 - \$5,869).

Fiscal Impact:

The cost for this position is included in the Public Works' Fiscal Year 2020-2021 proposed budget, in Budget Unit 925700 (Building Maintenance).

BACKGROUND:

During the Fiscal Year 2019-2020 budget process, the Public Works Department requested a new classification for a Senior Building Operations Specialist as part of reorganization in the Building Maintenance Division. Upon creating the job specification, analyzing the duties, along with the internal and external equity for this position, Public Works agreed with Human Resources recommendation to change the title to Supervising Building Operations Specialist. The new classification would assist the Building Maintenance Facilities

(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2020.

CATHERINE VENTURELLA, Clerk of the Board

By _____, Deputy.

Agenda Item

NEW JOB SPECIFICATION FOR SUPERVISING BUILDING OPERATIONS SPECIALIST

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Manager and/or the Building Maintenance Superintendent to supervise the operations of the Building Maintenance Division. The Supervising Building Operations Specialist reports directly to the Building Maintenance Facilities Manager and/or the Building Maintenance Superintendent, and is responsible for supervisory responsibilities in addition to performing and assisting with the building operation duties. The proposed job specification for the Supervising Building Operations Specialist is attached.

SUPERVISING BUILDING OPERATIONS SPECIALIST

DEFINITION

Under direction, to perform skilled work in the installation, operation, maintenance, regulation and repair of heating, ventilation, air conditioning, and refrigeration (HVACR) equipment and controls, including fire and safety systems; to assist in training and supervision of Building Operations staff; and to perform related duties as required.

DISTINGUISHING CHARACTERISTICS

Supervising Building Operations Specialist is a single, full working supervisor classification assigned to the Building Maintenance Division at the Public Works Department. The incumbent reports to and assists the Building Maintenance Facilities Manager and/or the Building Maintenance Superintendent in overseeing the operations of the Building Maintenance Division. In addition to supervisory responsibilities, the incumbent performs and assists with the building operation duties.

EXAMPLES OF DUTIES

Duties include but are not limited to those described below. Reasonable accommodation will be made when requested and determined by the County to be appropriate under applicable law.

Provides supervision for building operations staff and provides work in the installation, operation, maintenance, repair, and adjustments of computer-controlled automated building HVACR, fire and safety systems, equipment and controls, including pumps, condensers, steam lines, low voltage and pneumatic controls; trains and writes performance evaluations of subordinate staff; prepares, inspects, directs, and monitors work assignments to ensure proper completion; develops, supervises and reviews a continuous preventive maintenance program for electrical and mechanical equipment and controls in County facilities; establishes schedules and procedures for each system; observes and analyzes meters, gauges and control panels to determine operating conditions of equipment; makes necessary repairs to ensure efficient performance; troubleshoots a variety of electrical equipment and controls, locating and eliminating sources of electrical, plumbing and mechanical problems; program system(s) as necessary; welds copper tubing; welds metal material to construct or fabricate stands or braces; repairs copper water lines, replaces PVC condensate lines and repairs lines to drinking fountains; oversees, assigns, and transports inmate trustees and/or alternative-sentenced adults; utilizes various computer software to accomplish work; orders and stocks essential parts and chemicals for mechanical systems; maintains records; meets with contractors, prepares cost estimates of repairs and maintenance of mechanical and electrical equipment; maintains and repairs closed loop water systems, takes water samples and applies chemicals as needed; maintains and repairs chillers and boilers; may clean and repair air filtering units, exhaust systems, compressors, air ducts, dampers and registers; may assist in directing Building Maintenance Workers; may assist with budget preparation, budget recommendations, and expenditure control; may act for the Building Maintenance Facilities Manager in his/her absence as authorized; prepares cost estimates of repairs and maintenance of mechanical and electrical equipment; performs regular building maintenance duties as required.

MINIMUM QUALIFICATIONS

Any combination of education and relevant experience that would likely provide the required knowledge, skills and abilities is qualifying. A typical way to obtain the required knowledge, skills and abilities would be:

Education: Successful completion of a recognized course of study from a college or vocational school in heating/air conditioning equipment installation, servicing and maintenance or a closely related field. (Substitution: Two years of increasingly responsible experience in servicing and installing a variety of heating and refrigerating equipment may substitute for the education requirement.)

Experience: Three years as a Kings County Building Operations Specialist; OR three years of recent experience in the operation, repair and maintenance of an industrial or commercial size HVACR system and related building equipment (such as generators, boilers, chillers or equivalent).

Desirable Qualification: One year of lead work or supervisory experience in the HVACR field.

Certification: Possession of valid EPA universal certification.

License: Possession of a valid, appropriate California driver's license issued by the Department of Motor Vehicles.

Special Requirements: (1) Work irregular hours, including on-call/call-back assignments, and evenings, weekends or holidays, as assigned; (2) Comply with a 30 minute response time from the employee's residence to the Hanford Government Center; (3) Qualify for deputization by the Kings County Sheriff's Department, including passing a comprehensive background investigation, including a fingerprint check, in order to obtain security clearance; and (4) Possess and maintain a satisfactory driving record.

Knowledge of: Effective supervision and training techniques; office computer equipment and operation; operations of heating, ventilation, refrigeration, air conditioning, boiler water treatment systems and related building and mechanical equipment; methods, tools and materials used in the operation, maintenance and repair of such equipment; electrical and building codes and the California Administrative Code as related to public buildings; occupational hazards and safety precautions in the building and mechanical trades.

Ability to: Prioritize assignments and tasks for assigned staff and self; exhibit manual dexterity in installing, maintaining and repairing air conditioning, heating, ventilating, refrigeration and related mechanical equipment; skillfully and safely utilize or operate the standard tools utilized in the trade, including welders; read and understand sketches, blueprints or written instructions and perform routine skilled work according to plans, specifications and instructions; communicate effectively orally and in writing; understand and carry out oral and written instructions; make estimates of needed repair work, labor and material required for a specific job; exercise sound, practical judgment; utilize computer systems and software applications accurately; maintain records and provide clear written reports; establish and maintain cooperative work relationships; exercise tact and courtesy; exhibit initiative in problem identification and resolution; follow safe work practices as directed and trained; safely operate County equipment and vehicles; respond quickly to emergency situations; properly use and maintain personal protective equipment.

Work Environment/Physical Requirements: Primarily works in a central plant which requires the ability to work on a regular basis in an outdoors environment under changing or inclement weather and hot summer or cold winter temperature conditions; the ability to work in a locked detentions facility which enforces a "lock down, no hostages" policy; ability to work in health clinics and lab, and morgue; ability to work on slippery or uneven surfaces under various environmental conditions; ability to work at heights and in enclosed spaces; ability to work from ladders, various heights and awkward positions. Regular exposure to dust, grease, oils, lubricants, solvents, water treatment chemicals, loud noises, and other occupational hazards associated with building operations. Physical labor including bending, stooping, climbing, kneeling, crawling, pushing, pulling, reaching to perform maintenance; requires ability to lift, carry or move objects weighing up to 50 pounds; operate vehicles, machinery, tools and equipment; stand and walk for extended periods; vision and hand/eye coordination for use of hand tools, computer, other equipment and to drive; visual ability to distinguish colors and depth perception.

Overtime status: Non-exempt
Medical Group: B-1
Probationary Period: One year



COUNTY OF KINGS BOARD OF SUPERVISORS

GOVERNMENT CENTER HANFORD, CALIFORNIA 93230 (559) 852-2362
Catherine Venturella, Clerk of the Board of Supervisors

AGENDA ITEM July 21, 2020

SUBMITTED BY: Administration – Rebecca Campbell
Department of Public Health – Edward Hill

SUBJECT: NOVEL CORONAVIRUS 2019 COUNTY UPDATE

SUMMARY:

Overview:

On March 4, 2020, the Governor of California proclaimed a State of Emergency throughout California because of the increase in cases reported of the novel coronavirus, a disease now known as “COVID-19”. The President of the United States likewise declared a national emergency because of the COVID-19 outbreak on March 13, 2020. On March 17, 2020, the Board proclaimed a local emergency in Kings County due to the imminent and proximate threat of exposure of COVID-19 on the residents of the County of Kings.

Recommendation:

- a. Receive an update on the local emergency in Kings County due to the imminent and proximate threat of exposure of COVID-19 on the residents of the County of Kings and take action as deemed necessary;
- b. Receive an update on the State’s roadmap for modifying the statewide order and take action as deemed necessary;
- c. Receive an update on the Kings County COVID-19 Small Business Assistance program and take action as deemed necessary;
- d. Receive an update on the Education, Outreach and Enforcement program and take action as deemed necessary; and
- e. Direct the County Administrative Officer to enter into contract negotiations with JCR Entertainment for a COVID-19 media campaign by World Champion Boxer Jose Ramirez.

(Cont’d)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
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CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

NOVEL CORONAVIRUS 2019 COUNTY UPDATE

July 21, 2020

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Fiscal Impact:

The County is tracking costs and revenue losses related to the emergency.

BACKGROUND:

The COVID-19 was first detected in Wuhan City, Hubei Province, China, in December 2019. The Centers for Disease Control and Prevention (CDC) considers the virus to be a very serious public health threat. The exact modes of transmission, the factors facilitating human-to-human transmission, the extent of asymptomatic viral shedding, the groups most at risk of serious illness, the attack rate, and the case fatality rate all remain active areas of investigation. The CDC believes at this time that symptoms appear two to fourteen days after exposure. Currently, there is no vaccine or specific antiviral treatment for COVID-19.

County staff has been working diligently to assess and provide resources and information to the community regarding COVID-19. An update will be provided to the Board on County related activities and response. Staff will also provide an update on the status of the State's roadmap for modifying the statewide order, the Kings County COVID-19 Small Business Assistance program, and the Education, Outreach and Enforcement program.

The County Administrative Officer also seeks your Board's direction on whether to enter into a contract phase with JCR Entertainment for a COVID-19 media campaign by World Champion Boxer Jose Ramirez ("Ramirez"). An example of what a scope of work will entail includes the following:

The campaign is "I mask for...." and they put mask on and say why. "For my city or my family or my co-workers, or my neighbor, etc" and run it from end of August-September.

Billboards would feature Ramirez with a mask and on the mask Kings County and on the billboard just "I mask for...." large and his picture. Then we have two options here, we do Ramirez on 5-6 different boards all with a different "I mask for...." or you pick 5 people like a police chief, fire chief, etc., and they each become a board with what they mask for and their picture. Then JCR Entertainment will buy a volume amount of boards in the area.

TV will be on Comcast and Univision with hundreds of spots if not over a thousand. Two versions and they can be done either of the ways. One idea is we shoot Ramirez in the gym putting on mask and saying "I mask for". Then we shoot fire chief at station and he does the same thing or a firefighter slides down pole and puts mask on and says "I mask for...". Have a Public Safety Leader or an officer with small group of kids playing at park in uniform and he says "I mask for my community", we get a farm worker in the field and have them out mask on and say "I mask for my family", or the whole TV spot can be Ramirez.

Social campaign will consist of Ramirez doing 2-3 blocks of live broadcast and interaction with the public on all three major platforms at once. Instagram, Facebook and Twitter. He invites two Kings County people per broadcast. The Sheriff, the County Supervisors, the County Health Officer, etc. They discuss benefits of the mask and why and distancing and others things live to the public.

Agenda Item

NOVEL CORONAVIRUS 2019 COUNTY UPDATE

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Then Ramirez will do 4-6 regular posts for the duration.

Then most creative for social is the actual "I mask for....." promotion in which Ramirez and all his affiliates engage people and have them post a picture of them in a mask and "What they mask for" and they tag Kings County and Jose and then Jose picks one at the end of this for one massive prize that Jose and myself and people I get involved put up to help, the County will not have to pay for that. This will get a viral interactive campaign going. We can add this to the last part of TV spots, the live Radio Station reads and in print to further it.

JCR Entertainment will have a photo shoot also done to where Jose and the subjects show up and have full studio quality portraits done with the mask on for a print campaign and for the billboard and other design uses.

There will be a print ad in the newspaper(s) in the County.

Then we will have 2 information based 60 second videos made similar to the July 4th one but more custom to what the County Board wants and Ed.

Then the PR for all of this takes place. Where I am planting stories, getting things written about, getting National companies and outlets online to repost Ramirez items on this, Ramirez doing radio and news interviews live through out the Valley, etc.

Then last Ramirez is set to fight in August, so this is the backstory. JCR Entertainment will pitch ESPN to use, talk about on air and feature like I have done the "Fight for Water's" and many others.

Ramirez will also on his trunks in primetime wear the Kings County logo on ESPN to 100 million homes and millions more through the app and social media outlets.

*County will sign off and approve all media used before it is sent, billboards, TV spots, print, etc.