

Board Members

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



Staff

Edward Hill, County Administrative Officer
Diane Freeman, Interim County Counsel
Catherine Venturella, Clerk of the Board

Board of Supervisors

Regular Meeting Agenda

Date: Tuesday, November 2, 2021
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 signed into Law AB 361 on September 16, 2021, relating to the convening of public agency meetings via teleconference in light of the COVID-19 pandemic. Under this authority, the Board of Supervisors will convene its public meetings via video and teleconference. Pursuant to AB 361, and as advised by local Health Officials, the Kings County Board of Supervisors, County staff and interested members of the public may attend the meeting in person. The meeting can also be attended telephonically or by the Internet by sending an email to bosquestions@co.kings.ca.us on the morning of the meeting for an automated email response with the WebEx meeting information. Members of the public attending via WebEx will have the opportunity to provide public comment during the meeting.

Members of the public who wish to only observe the meeting virtually can do so via the worldwide web at:

<https://youtu.be/9N5jVWewhDQ> or go to www.countyofkings.com and click on the "Join Meeting" link.

Members of the public who wish to comment may submit written comments on any matter within the Board's subject matter jurisdiction, regardless of whether it is on the agenda for the Board's consideration or action, and those comments will become part of the administrative record of the meeting. Comments will not be read into the record, only the names of who have submitted comments will be read into the record. Written comments received by the Clerk of the Board of Supervisors no later than 8:30 a.m. on the morning of the noticed meeting will be included in the record, those comments received after 8:30 a.m. will become part of the record of the next meeting. To submit written comments by email, please forward them to bosquestions@co.kings.ca.us or 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 –Pastor – To Be Determined
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. Report out of Closed Session from the regular meeting for October 26, 2021.
 - B. Approval of the minutes from the October 26, 2021 regular meeting.



IV. CONSENT CALENDAR

A. Administration:

1. Consider denying the Claim for Damages filed by Callahan and Blaine on behalf of Richard Davidson.

B. County Counsel:

1. Consider appointing Steve Avila as Trustee of the Lemoore Cemetery District for a midterm open seat ending January 7, 2024.

C. Department of Finance:

1. Consider approving the Revised Capitalization Policy for Financial Reporting and Cost Recovery.

V. REGULAR AGENDA ITEMS

A. Fire Department – William Lynch

1. Consider approving the Automatic/Mutual Aid Agreement with the Corcoran State Prison for the areas designated.

B. Human Resources Department – Henie Ring

1. Consider authorizing the Human Resources Director and designated staff to sign the successor Agreement with the Deputy Sheriff's Association for a term beginning July 1, 2021 and ending June 30, 2023.

C. Public Health Department – Darcy Pickens/Heather Silva

1. 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.

VI. BOARD MEMBER 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: Edward Hill, Kyria Martinez, Larry Spikes, Henie Ring, Che Johnson of Liebert Cassidy Whitmore
 - Blue Collar - SEIU
- ◆ **Personnel Matter: [Govt. Code Section 54957]**
Public Employee Appointment: Director of Finance
- ◆ **Personnel Matter: [Govt. Code Section 54957]**
Public Employee Appointment: County Counsel
- ◆ **Litigation initiated formally: Title: Fagundes v. County of Kings, et. al. 21C-0304**
[Govt. Code Section 54956.9 (d)(1)]
- ◆ **Significant Exposure to Litigation: 1 Case [Govt. Code Section 54956.9 (d)(2)(e)(3)]**

VIII. 11:00 AM California Public Finance Authority Regular Meeting



IX. ADJOURNMENT

The Fourth Public Hearing – Redistricting will be held Wednesday, November 3, 2021 at 6:30 p.m.
The next regularly scheduled meeting will be held on Tuesday, November 9, 2021 at 9:00 a.m.

FUTURE MEETINGS AND EVENTS

November 3	6:30 PM	Fourth Public Hearing - Redistricting
November 9	9:00 AM	Regular Meeting
November 16	9:00 AM	Regular Meeting
November 23	9:00 AM	Regular Meeting
November 30	--	Regular Meeting Cancelled/Board members participating in CSAC Annual Meeting
December 7	9:00 AM	Regular Meeting
December 7	10:00 AM	Fifth Public Hearing – Redistricting

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

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



Staff

Edward Hill, County Administrative Officer
Diane Freeman, Interim County Counsel
Diane Badasci, Deputy Clerk of the Board

Board of Supervisors

Regular Meeting Action Summary

Date: Tuesday, October 26, 2021
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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I. 9:00 AM CALL TO ORDER

ROLL CALL – Clerk of the Board

INVOCATION –Pastor Pablo Rovere – First United Methodist Church

PLEDGE OF ALLEGIANCE

MEMBERS PRESENT: JOE NEVES, RICHARD VALLE, DOUG VERBOON, RICHARD FAGUNDES

MEMBERS ABSENT: CRAIG PEDERSEN

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.

Scott Holwell, Kings County Veterans Services Officer/Public Guardian stated that the following events would be held on November 10, 2021, Veteran's Day: VFW is having their 9th Annual Veterans Day Fest at Hanford Civic Park from 10:00 a.m.-4:00 p.m., and the American Legion Post 3 in Hanford is having a dedication at Hanford Cemetery at 10:00 a.m.

Nate Ferrier, Kings County Deputy Sheriff's Association requested keeping Kings County together as a whole with the California State Assembly redistricting process.



Dave Robinson, Kings County Sheriff stated he supports keeping Kings County as one in the California State Assembly Districts and he supports the STEP opposition letter. He thanked the Human Resources staff for all of their work on the negotiations and requested the Board to give direction to Human Resources and Administration to work with his staff to address the salary compaction issues the new agreements causes.

Bill Lynch, Kings County Fire Chief requested not dividing Corcoran and keeping Kings County as one California Assembly district. He also thanked Human Resources staff for all of their hard work with negotiations.

III.

APPROVAL OF MINUTES

A. Report out of Closed Session from the regular meeting for October 19, 2021.

EDWARD HILL, COUNTY ADMINISTRATIVE OFFICER STATED THAT THE BOARD TOOK NO REPORTABLE ACTION IN CLOSED SESSION ON OCTOBER 19, 2021.

B. Approval of the minutes from the October 19, 2021 regular meeting.

C. Approval of the minutes from the October 19, 2021 special meeting.

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

IV.

CONSENT CALENDAR

A. County Counsel:

1. Consider adopting a Resolution making the findings required by Assembly Bill 361 to continue meeting under its abbreviated teleconferencing provisions. **[Reso 21-072]**
2. Consider appointing R. Patrick McCarthy and Craig Andrew to four-year terms as Trustees of the Wilbur Reclamation District No. 825 in lieu of election, with each to qualify, take office, and serve exactly as if elected at a general district election.

B. Human Services Agency:

1. Consider approving the Agreement with Evident Change to provide SafeMeasures, an internet reporting system, retroactively effective from October 1, 2021, to September 30, 2025. **[Agmt 21-139]**

C. Public Works Department:

1. a. Consider approving the Disadvantaged Business Enterprises Program Plan as Kings County policy; and
- b. Authorize the County Administrative Officer to sign the California Department of Transportation Disadvantaged Business Enterprise Implementation Agreement.
2. a. Consider declaring 31 vehicles and four pieces of equipment as surplus; and
- b. Authorize the sale of the surplus equipment at public auction.
3. Consider authorizing the Purchasing Manager to approve the purchase order of a 2022 Flat-rack to be compliant with the Air Board Standards.
4. Consider authorizing the Purchasing Manager to approve the purchase order of a 2022 Wheel Loader to be compliant with the Air Board Standards.
5. Consider authorizing the Purchasing Manager to approve the purchase order of a 2022 Tractor to be compliant with the Air Board Standards.

D. Administration:

1. a. Consider adopting a Resolution urging Pacific Gas and Electric and the California Public Utilities Commission to reconsider General Rate Case filing for 2023-2026, request a rate freeze, implement rate reform measures and identify internal cost and spending control measures; and
- b. Authorize the Chairman to sign a letter to the California Public Utilities Commission voicing concerns over General Rate Case filing for 2023-2026, request a rate freeze, implement rate reform measures and identify internal cost and spending control measures. **[Reso 21-073]**

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



V.

REGULAR AGENDA ITEMS

A. Administration – Edward Hill

1. Receive an update on the status of the Kettleman City emergency allocation of water supply for 2022 request, hear testimony from Tulare Lake Basin Water Storage and take additional actions as deemed necessary.

ACTION: UPDATE RECEIVED AND NO OFFICIAL ACTION WAS TAKEN

B. County Counsel – Diane Freeman

1. Consider adopting Ordinance No. 700 approving amendments to the Kings County Code of Ordinances repealing the descriptions of the boundaries of the five supervisorial districts in Kings County and providing that new boundaries will be adopted by Resolution.

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

2. Consider authorizing the Chairman to sign a letter to the California Redistricting Commission commenting on the proposed legislative district boundaries separating Kings and Tulare Counties and recommending changes.

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

3. Consider authorizing the Chairman to sign a letter to the U.S. Congress and Senate opposing the Sensible Taxation Equity Promotion Act.

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

C. Human Resources Department – Henie Ring

1. Consider authorizing the Human Resources Director and designated staff to sign the successor agreements with the Firefighters' Association with a term ending June 30, 2023.
[Agmt 21-140]

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

2. Consider authorizing the Human Resources Director and designated staff to sign the successor agreements with the Detentions Deputy Association with a term ending June 30, 2023.[Agmt 21-141]

ACTION: APPROVED AS AMENDED WITH ADDITIONAL LANGUAGE TO ADDRESS SALARY COMPACTION ISSUES RAISED DURING PUBLIC COMMENT (RF, DV, JN, RV – Aye; CP - ABSENT)

3. a. Consider adopting the Salary Resolution, which reflects recommended and previously authorized salary increases; and
b. Approve a 6 range (approximately 6%) equity adjustments to the following classifications in the General Unit: Juvenile Center Support Clerk, Juvenile Corrections Officers I, Juvenile Corrections Officer II, and Juvenile Corrections Officer III; and
c. Approve a 6 range (approximately 6%) equity adjustment for the following classification in the Supervisors Unit: Juvenile Corrections Officer IV.

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

D. Public Health Department – Darcy Pickens/Heather Silva

1. 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.

THE BOARD RECEIVED AN UPDATE AND NO OFFICIAL ACTION WAS TAKEN



VI. BOARD MEMBER 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).

Supervisor Verboon stated that he attended the Economic Development Commission dinner.

Supervisor Fagundes has been attending his assigned regular meetings on a weekly basis.

Supervisor Valle thanked Dominic Tyburski and the Public Works department for the community of Home Garden projects; he also thanked Supervisor Neves for his professionalism and knowledge of protocol for the Board of Supervisors meetings.

Supervisor Neves stated that he attended the Links for Life event, attended the LeGrand Senior Night for his granddaughter, attended the CalViva meeting, attended the West Hills College volleyball game, attended the Lemoore Lions Whiskey Tango Foxtrot event, attended the Knights of Columbus pancake breakfast and the Sons of Italy Spaghetti dinner. He stated that with the rain event on Monday Stratford received ½ inch and Hanford received over 1 inch.

- ◆ **Board Correspondence: Edward Hill stated that the Board received a notice from Fish and Game 90-day extension of emergency action regarding taking of Western Joshua Tree and the Board received a Notice of public hearing regarding the Hanford Island Annexations Rezoning.**
- ◆ **Upcoming Events: Edward Hill stated there is a Howl-O-Ween Spooktacular hosted by Kings County Animal Services on October 29, 2021 from 6:00 p.m. -7:30 p.m. at 10909 Bonneyview Lane, Hanford. The Battle of the Badges Blood Drive will be November 22, 2021 in the Kings County Government Center parking lot off Lacey Blvd, by Human Services starting at 9:00 a.m.**
- ◆ **Information on Future Agenda Items: Edward Hill stated the following items would be on an upcoming agenda: Administration – Claim for damages, County Counsel – Appointment of trustee to the Lemoore Cemetery District, Fire Department – Corcoran State Prison Mutual Aid Agreement, Department of Finance – Capitalization Policy, Health Department – Monoclonal Antibody Pilot and COVID-19 update.**

VII. CLOSED SESSION

- ◆ **Conference with Labor Negotiator/Meet and Confer: [Govt. Code Section 54957.6]
 Negotiators: Edward Hill, Larry Spikes, Henie Ring, Che Johnson of Liebert Cassidy Whitemore**
 - Unrepresented Management
 - Blue Collar - SEIU
- ◆ **Significant Exposure to Litigation: 1 Case [Govt. Code Section 54956.9 (d)(2)(e)(3)]
 Item was pulled from the agenda and will be taken up at a later date.**

VIII. ADJOURNMENT

The next regularly scheduled meeting will be held on Tuesday, November 2, 2021 at 9:00 a.m.

FUTURE MEETINGS AND EVENTS

November 2	9:00 AM	Regular Meeting
November 2	11:00 AM	California Public Finance Authority Regular Meeting
November 3	6:30 PM	Fourth Public Hearing - Redistricting
November 9	9:00 AM	Regular Meeting
November 9	1:30 PM	Special Meeting/Department of Finance Interviews – Closed Session
November 16	9:00 AM	Regular Meeting
November 23	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 November 2, 2021

SUBMITTED BY: Administration – Edward Hill/Sande Huddleston

SUBJECT: CLAIM FOR DAMAGES FOR RICHARD DAVIDSON

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 the Claim for Damages filed by Callahan and Blaine on behalf of Richard Davidson.

Fiscal Impact:

None with this action.

BACKGROUND:

On September 29, 2021, a Claim for Damages was filed by Callahan & Blaine on behalf of Richard Davidson, claiming there was negligence in the ownership, control, construction, maintenance, inspection, placement, supervision, repairs, design and modifications to the intersection of Excelsior Avenue and 19th Avenue, causing catastrophic injuries to the claimant when he was struck by a vehicle while riding a motorcycle. 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 claim is without merit and deny the claim.

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2021.

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 November 2, 2021

SUBMITTED BY: County Counsel – Diane Freeman

SUBJECT: APPOINTMENT OF TRUSTEE TO THE LEMOORE CEMETERY DISTRICT

SUMMARY:

Overview:

The Lemoore Cemetery District has requested the Board of Supervisors appoint Trustee Steve Avila for a midterm open seat to end January 7, 2024.

Recommendation:

Appoint Steve Avila as Trustee of the Lemoore Cemetery District for a midterm open seat ending January 7, 2024.

Fiscal Impact:

None.

BACKGROUND:

Health and Safety Code section 9024 authorizes the Board of Supervisors to appoint trustees to public cemetery district boards. The Lemoore Cemetery District has a three-member Board of Trustees. In 2020, the Board of Supervisors appointed Trustee Clarence Lima to a four-year term expiring the first Monday of January 2024. Mr. Lima's seat became vacant upon his passing on August 2, 2021. The Lemoore Cemetery District posted notices to apply for the midterm open seat. The District evaluated all applicants. The Board of Trustees is recommending the appointment of Steve Avila for the remainder of the term. In addition, no other person has expressed an interest by filing an application for appointment with the Clerk of the Board of Supervisors. Accordingly, District Manager Richard Rhoads has requested that the Board of Supervisors appoint Steve Avila as Trustee of the Lemoore Cemetery District for the midterm open seat to end January 7, 2024.

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2021.

CATHERINE VENTURELLA, Clerk of the Board

By _____, Deputy.



Lemoore Cemetery District
PO Box 244, Lemoore, California, 93245
E-mail: office@lemoorecemeterydistrict.com
Tel: (559) 924-0101

October 13, 2021

Kings County Board of Supervisors

The Lemoore Cemetery District Board of Trustees term of Clarence Lima ended upon his passing on August 2, 2021. This position started on January 7, 2020 and will expire on January 7, 2024. The Lemoore Cemetery District posted notices to apply for the midterm open seat. The Board of Trustees evaluated all applicants. The current Board is recommending that the Kings County Board of Supervisors appoint Steve Avila to the Lemoore Cemetery District Board of Trustees for the remainder of the term.

Sincerely,

A handwritten signature in black ink, appearing to read 'RRH', is written over a light blue horizontal line.

Richard Rhoads
District Manager



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM November 2, 2021

SUBMITTED BY: Department of Finance – Rob Knudson

SUBJECT: CAPITALIZATION POLICY FOR FINANCIAL REPORTING AND COST RECOVERY

SUMMARY:

Overview:

Capital assets are purchased throughout the County by every department. These assets have specific financial reporting and cost recovery requirements. A Board approved policy is expected by State and Federal granting agencies as well as financial and cost recovery auditors. The Department of Finance is proposing a minor change to the Useful Life table related to Sheriff Patrol vehicles. Approval of the revised Capitalization Policy for Financial Reporting and Cost Recovery is requested today.

Recommendation:

Approve the Revised Capitalization Policy for Financial Reporting and Cost Recovery.

Fiscal Impact:

None.

BACKGROUND:

This policy establishes the definition of assets, the threshold for capitalizing assets and the responsibility for tracking assets to assure compliance with State and Federal laws, budget requirements, and policies of the Board. This policy had previously stated that passenger and public safety vehicles are to be depreciated over five years. We are proposing to change that to four to five years. This will allow Sheriff Patrol vehicles to be replaced every four years, as desired by the Sheriff. These vehicles experience high mileage and more wear than regular passenger vehicles, so a more accelerated expenditure of these costs is needed. This policy will be effective for financial statement and cost recovery plan periods ending on or after June 30, 2021.


BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2021.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

	<p align="center">COUNTY OF KINGS California POLICY MANUAL</p>	<p>Number: BOS Agenda Date: Tape: Reading: File No.</p>
<p>SUBJECT</p> <p>Capitalization Policy for Financial Reporting and Cost Recovery</p>		<p>By Action of the Board of Supervisors Resolution Ordinance X Policy Emergency Action</p>
<p>DEPARTMENT</p> <p>DEPARTMENT OF FINANCE</p>		<p>Effective Date: For financial reporting and cost recovery periods ending on or after June 30, 2021 Last Reviewed:</p>

General Statement

This policy is set forth to establish capitalization thresholds for capital assets; to establish responsibility for tracking controllable items that fall below the capitalization threshold; and to provide guidance for future issuance of capital assets policies and procedures.


Capital assets are both tangible and intangible items of significant value, are non-financial in nature, which have usefulness that extend beyond the year in which they are acquired and are used in operations. Capital assets include land, structures and improvements, infrastructure, vehicles, certain equipment, easements, software, and water rights. Capital asset accounting safeguards investments, fixes equipment custody, provides data for financial reporting and retirement policies, and assures compliance with State and Federal laws, budget requirements, and policies of the Board of Supervisors.

1. Authority and References

- A. California Government Code 24051
- B. Governmental and Financial Accounting Standards Board Statements
- C. Office of Management and Budget (OMB) cost recovery guidelines

2. Definitions

- A. Tangible capital asset: County physical property such as land, buildings, equipment, etc.
- B. Intangible capital asset: County property that does not exist in physical form such as certain software, easements, water rights, etc.
- C. Land: the investment, held in fee title, in real estate, other than structures and improvements, including that acquired for infrastructure purpose.
- D. Structures and Improvements: Capital assets with physical properties of a permanent nature, such as buildings, structural attachments, storage tanks, reservoirs and parking areas are included in this category. Capital expenditures for improvements to land, buildings or equipment which materially increase the value or useful life of a structure are capital assets
- E. Equipment and Vehicles: Tangible personal property, which is movable or, if attached, is readily detachable without appreciable impairment to the unit to which it is attached, and has a useful life of more than one (1) year.


	<p align="center">COUNTY OF KINGS California POLICY MANUAL</p>	<p>Number: BOS Agenda Date: Tape: Reading: File No.</p>
<p>SUBJECT</p> <p>Capitalization Policy for Financial Reporting and Cost Recovery</p>		<p>By Action of the Board of Supervisors Resolution Ordinance X Policy Emergency Action</p>
<p>DEPARTMENT</p> <p>DEPARTMENT OF FINANCE</p>		<p>Effective Date: For financial reporting and cost recovery periods ending on or after June 30, 2021 Last Reviewed:</p>

- F. Infrastructure: Long-lived assets that normally are stationary in nature and can be preserved for a significantly greater number of years than other capital assets
- G. Construction in Progress: Newly constructed structures and improvements are capitalized when costs, including interest costs, site preparation, architect and other preparation fees, exceed \$1.
- H. Capitalization: The act of reporting outlays as capital assets based on certain criteria. The capitalization limit is the dollar amount below which capitalization does not occur even if the expenditure otherwise fits the definition of a capital asset.
- I. Maintenance and repair costs: Costs incurred for utilities, insurance, security, necessary maintenance, janitorial services, repair or upkeep of buildings and equipment which neither add to the permanent value of the property nor appreciably prolong its intended life, but keep it in an efficient operating condition. These costs will not be capitalized but will be a direct cost.
- J. Idle Facilities: Completely unused facilities. In accordance with OMB 200.446 no depreciation will be charged for idle facilities unless specifically allowable per OMB guidelines.
- K. Idle Capacity: A portion of a facility that is not currently in use. Idle capacity is considered a normal cost of doing business and is a factor in the normal fluctuations of usage or indirect cost rates from period to period. Depreciation will be charged by the County when allowed by the OMB guidelines as determined by the Director of Finance. Widespread idle capacity throughout an entire facility or among a group of assets having substantially the same function will be considered idle facilities.
- L. Asset Systems: A grouping of items which, when placed in service, result in one fixed asset. Asset systems are capitalized at the combined cost of all components. Components will be purchased from one fund using operating transfers to combine funding where needed. (i.e. General Fund to Internal Service Fund).

3. Capitalization

The following items will be capitalized:

- Land
- Structures and Improvements
- Equipment and Vehicles
- Infrastructure
- Construction in Progress

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<p>SUBJECT</p> <p>Capitalization Policy for Financial Reporting and Cost Recovery</p>		<p>By Action of the Board of Supervisors Resolution Ordinance X Policy Emergency Action</p>
<p>DEPARTMENT</p> <p>DEPARTMENT OF FINANCE</p>		<p>Effective Date: For financial reporting and cost recovery periods ending on or after June 30, 2021 Last Reviewed:</p>

- Certain Software (GAAP guidelines)

4. Costs


Capital assets shall be recorded at historical cost, or if the cost is not reasonably determinable, at estimated cost. Donated capital assets should be recorded at their estimated fair value at time received.

- Historical cost will include not only the purchase or construction cost (which can be obtained through invoice), but also charges necessary to place the asset in its intended location or ready for County use. Such costs can include, but are not limited to freight and transportation, site preparation expenditures, interest costs, professional fees, legal claims directly attributable to asset acquisition, and title search. Historical cost does not include training.
- The estimated cost is based on as much documentary evidence that can be found to support the cost such as interviews with personnel and price level adjustments for each asset.
- The donated cost is based on the estimated fair value at time of acquisition. A determination as to be the fair value basis will be included with property records.

5. Capitalization Threshold: When purchase price of asset, fair market value of donated asset or cost of construction upon completion exceeds \$5,000. For Construction in Progress, Land and Land Betterments \$1.

6. Capital Asset Useful Lives

<i>Category</i>	<i>Depreciable Life in Years</i>
Land and Land Betterments	N/A
Building and Building Betterments	40
Storage Type Buildings	20
Modular Buildings purchased after July 1, 2015:	
Homes/Living quarters	20
Offices	15
Storage	15
Infrastructure (Roads)	20
Infrastructure (Steel/Concrete)	30/50
Passenger and Public Safety Vehicles	4/5
Machinery and Equipment	10/15

	<p align="center">COUNTY OF KINGS California POLICY MANUAL</p>	<p>Number: BOS Agenda Date: Tape: Reading: File No.</p>
<p>SUBJECT</p> <p>Capitalization Policy for Financial Reporting and Cost Recovery</p>		<p>By Action of the Board of Supervisors Resolution Ordinance X Policy Emergency Action</p>
<p>DEPARTMENT</p> <p>DEPARTMENT OF FINANCE</p>		<p>Effective Date: For financial reporting and cost recovery periods ending on or after June 30, 2021 Last Reviewed:</p>

Office Equipment	5
Other Improvements	20
Intangibles	5 or applicable legal life
Structure add-ons (awnings, carports, etc)	3/5

7. Accumulated Depreciation

Depreciation is a method for allocating the cost of buildings and equipment over their useful lives. Generally accepted accounting principles dictate the value of capital assets must be written off as an expense over the life of the asset as an indirect cost. Annual depreciation expense will be calculated using the straight-line method.

8. Lease Agreements

If a lease agreement meets one or more of the following four criteria, the lease is classified as a capital lease-purchase:

- By the end of the lease term, ownership of the leased property is transferred to the County,
- The lease contains a bargain purchase option,
- The lease term is substantially (75% or more) equal to the estimated useful life of the leased property, or
- At the inception of the lease, the present value of the minimum lease payments is 90% or more of the fair value of the leased property.

This means the County has acquired a capital asset and will be depreciated/amortized appropriately.


9. Inventory Filing

Government Code section 24051 requires department heads to file with the County Auditor an annual inventory of all County property in their possession by July 10th for all County property in their possession at the close of the business on the preceding June 30th.

A. Between June 25th and July 1st preceding the month in which the inventories are to be certified, the Department of Finance will furnish each department an inventory of capitalized equipment.

10. Asset Tagging

Capital asset items meeting the dollar amount threshold minimum stated in this policy under paragraph 5 shall be assigned capital asset tag numbers by the Department of Finance.

	<p align="center">COUNTY OF KINGS California POLICY MANUAL</p>	<p>Number: BOS Agenda Date: Tape: Reading: File No.</p>
<p>SUBJECT</p> <p>Capitalization Policy for Financial Reporting and Cost Recovery</p>		<p>By Action of the Board of Supervisors Resolution Ordinance X Policy Emergency Action</p>
<p>DEPARTMENT</p> <p>DEPARTMENT OF FINANCE</p>		<p>Effective Date: For financial reporting and cost recovery periods ending on or after June 30, 2021 Last Reviewed:</p>

- A. All tags are pre-numbered and cannot be re-issued. In the case that a capital asset tag number is misplaced, worn, or not visible on the asset, then the Department is responsible in recreating a label with the assigned capital asset tag number.
- B. All capital asset tags/numbers should be placed in an easily visible area on the asset.
- C. The Department of Finance will maintain a record of all the capital assets which will include the asset tag number, description of item, and the department associated with the asset. It is the Department's responsibility to also maintain a complete inventory, both capital assets and other County property, with similar information.

11. Asset Reduction

Assets no longer owned by or in the possession of the County shall be removed from the accounting records. Refer to the Purchasing Department's policy and/or procedures for retiring, transferring, surplus or missing assets.

12. Inventory Review

The Department of Finance will review the Department's inventory control system. The review may include a verification of a sample of items or the verification that lease purchases have been properly recorded. The review will be conducted at the Director of Finance's discretion.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM November 2, 2021

SUBMITTED BY: Fire Department – William Lynch

SUBJECT: AUTOMATIC/MUTUAL AID AGREEMENT WITH CORCORAN STATE PRISON FIRE DEPARTMENT

SUMMARY:

Overview:

The Fire Department is requesting to update the established fire services mutual aid agreement to an agreement that dispatches the closest available resource when available between the Corcoran State Prison (CSP) and the County of Kings. This agreement will apply to all the areas within the defined boundary of the CSP and the County of Kings.

Recommendation:

Approve the Automatic/Mutual Aid Agreement with the Corcoran State Prison for the areas designated.

Fiscal Impact:

There is no fiscal impact to the Fire Fund or the County General Fund. Each party shall pay its own costs for responding to any incidents. No funding will be exchanged for services, as this is a mutual aid agreement.

BACKGROUND:

Corcoran State Prison and the County of Kings have had a mutual aid agreement for fire protection services since the 1990's. This effort has resulted in improved response and service delivery related to fire suppression and emergency medical incidents in the City of Corcoran and the unincorporated area. As delineated in Exhibit A of this agreement, both the Corcoran State Prison and Kings County Fire Department have agreed to combine their effective response forces and respond utilizing a combination that promotes increased response capabilities for both agencies.

(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2021.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

AUTOMATIC/ MUTUAL AID AGREEMENT WITH CORCORAN STATE PRISON FIRE DEPARTMENT

November 2, 2021

Page 2 of 2

Industry standards from the National Fire Protection Association (NFPA), National Institute of Standards and Technology (NIST), International Association of Fire Chiefs (IAFC), and the Insurance Services Office (ISO) all provide references on levels of protection and response capabilities for fire and medical services. These agencies utilize multiple elements when determining the risk value. Factors such as closest responding fire station, numbers of fire personnel and apparatus, and estimated response time play a part in lowering these risk indicators.

Given this fact, the need for an automatic/mutual aid agreement that dispatches the closest available resource from the Corcoran State Prison and the County of Kings is crucial. The principle of this agreement is to augment services, while controlling costs, and to create a mutually advantageous environment for both agencies to share resources regardless of geographical boundaries. This is accomplished by allowing the closest, most appropriate resource to be sent to an incident.

This agreement has been signed by the California Department of Corrections Representatives and will supersede all other Mutual Aid Agreements between the Corcoran State Prison and the County of Kings.

This agreement has been reviewed and approved by County Counsel as to form.

KINGS COUNTY FIRE DEPARTMENT
AND CALIFORNIA DEPARTMENT OF CORRECTIONS AND
REHABILITATION/CORCORAN STATE PRISON FIRE DEPARTMENT
AGREEMENT FOR
AUTOMATIC AND MUTUAL AID
FIRE PROTECTION SERVICES

THIS AGREEMENT is made and entered into on the 2nd day of November 2021, by and between Kings County, a Political Subdivision of the State of California hereinafter called "County" and the California Department of Corrections and Rehabilitation/Corcoran State Prison Fire Department, hereinafter called "CSP". The County and CSP are hereinafter collectively referred to as the "Parties" and individually as "Party".

RECITALS

WHEREAS, the Parties have the power to provide Fire Protection Services and desire to enter into a contract to provide such services consistent with the authority granted under California Government Code Section 55632 and California Health & Safety Code Sections 13050 and 13861 - 13863; and

WHEREAS, it is to the mutual advantage of the County and CSP to provide each other with, and coordinate in advance the help and aid of their respective fire companies in the event of fires, rescues, medical, and other emergencies; and

WHEREAS, the Parties desire to maximize the delivery of Fire Protection Services in their respective jurisdictions by responding with the closest units without duplication of services, as necessary to protect life or property; and

WHEREAS, an Agreement to provide Automatic and Mutual Aid is beneficial to the public, CSP and the County; and

WHEREAS, the Parties agree that this Agreement for Automatic Aid shall not affect, change, and/or alter any other contractual agreements not related to Automatic Aid that may be in effect now or in the future.

WHEREAS, the Parties agree that this Agreement for Mutual Aid shall not affect, change, and/or alter any other contractual agreements not related to Automatic Aid that may be in effect now or in the future.

AGREEMENT

NOW, THEREFORE, the Parties agree as follows:

SECTION 1. DEFINITIONS

Unless the particular provision or context otherwise requires, the definitions contained in this section shall govern the construction, meaning, and application of words used in this Agreement.

- a) "Nearest Available Fire Unit" shall mean the available fire apparatus of the appropriate type closest in dispatch and response time to the scene of the incident. Both parties agree to continuously strive to minimize unnecessary response delays to ensure that the integrity of the nearest available fire unit deployment strategy is achieved and maintained.
- b) "Responding Party" shall mean any Party to this agreement that receives a request for Fire Protection Services within the jurisdiction of the Requesting Party.
- c) "Automatic Aid" shall mean the immediate dispatch of a fire unit within the jurisdiction of the Requesting Party under pre-determined terms and conditions.
- d) "Emergency Medical Service" shall mean basic life support service, not including paramedic service.
- e) "Emergency Response" shall mean immediate response and use of red lights and siren by responding units.
- f) "Fire Protection Services" shall mean firefighting capacity to contain, control, and extinguish fires; the mitigation of fire-related hazards; and emergency medical services.
- g) "Incident Commander" shall mean the person in overall command at the incident as defined in the National Incident Management System, California Vehicle Code Sections 2453 and 2454, or by such other agreement as provided by law.
- h) "Mutual Aid" shall mean request of resources based on the needs determined by the managers of the incident and subject to authorization by the Responding Party for each request.
- i) "Agreement Area" shall be the territorial areas of County and CSP depicted in Exhibits A-1 and A-2, respectively.

SECTION 2. FURNISHING OF FIRE PROTECTION SERVICES

The Party with the Nearest Available Fire Unit/s shall furnish Fire Protection Services within the jurisdiction of the Party requesting such service pursuant to the following provisions:

- a) That the specific details of providing the services under the terms as specified in this Agreement shall be determined by the respective Fire Chiefs of the Parties. It is understood that all plans which deal with Fire Protection Services shall adhere as closely as practical to the "nearest available unit" concept which forms the basis for this Agreement.
- b) The territories covered by this Agreement are Kings County, and the territory of Corcoran State Prison. The Agreement Area is depicted in Exhibit A-1 and A-2, respectively, which is attached hereto and incorporated herein by reference.

- c) The Responding Party shall respond with the unit/s requested, provided such unit(s) is/are available and closer to the reported incident than units of the requesting party. This Agreement is limited to fire resources assigned or otherwise located within the Agreement Area.
- d) The Responding Party is not obligated to furnish any Fire Protection Services if apparatus, equipment, personnel, or any combination thereof is not available as determined by the Fire Chief or his designated representative.
- e) Both Parties agree to release the other Party's resources at the earliest opportunity from any incident to which they respond.
- f) CSP Obligations to the County. Except as otherwise set forth herein, CSP agrees to provide the following to the County:
 - (1) CSP will respond with one fire unit as Automatic Aid to all emergency incidents (Medical and Fire Responses) within the County upon request. One fire unit may be used for station coverage behind emergency activity when warranted. The responding fire unit will include a minimum of one career staffed personnel. This service is provided at no cost to the County.
 - (2) CSP will, if requested, provide one fire unit for County coverage behind emergency activity when warranted.
 - (3) Any requests for assistance outside of the established Agreement Area or not identified herein, will be considered a Mutual Aid request and each request will be subject to authorization by the Responding Party, and will be based on availability rather than by the Nearest Available Fire Unit.
 - (4) CSP retains the right to claim such additional reimbursement as may be authorized by applicable law.
- g) County's Obligations to CSP. The County agrees to provide the following to CSP:
 - (1) Upon request, the County will respond with one fire unit as Automatic Aid to emergency incidents (Medical and Fire Responses) within CSP (CSPFD) as set forth in the Agreement Area. The responding fire unit will include a minimum staffing level of two career staffed personnel. This service will be provided at no cost to CSP.
 - (2) The County will, if requested, provide one fire unit for CSP coverage behind emergency activity when warranted.
 - (3) Any requests for assistance outside of the established Agreement Area or not identified herein, will be considered a Mutual Aid request, and each request will be subject to authorization by the Responding Party and will be based on availability rather than the Nearest Available Fire Unit.

- (4) The County retains the right to claim such additional reimbursement as may be authorized by applicable law.
- h) Fire units responding to Automatic Aid requests will utilize the radio frequencies assigned by the requester's dispatch center.
 - i) The first unit to arrive at the scene of the incident shall initiate appropriate action. The officer-in-charge of the first unit to arrive shall report to the requesting party all pertinent information about the conditions encountered at the scene of the incident.
 - j) The first arriving officer will be the IC until relieved by an officer of the agency with jurisdictional responsibility or authority. All apparatus at the scene of an emergency will be under the command of the IC on scene. The first arriving chief officer, regardless of jurisdiction, may assume command until relieved by a chief officer of the agency having jurisdictional responsibility. Every effort will be made to operate as a single attack force rather than as separate agencies.
 - k) If an IC requires additional resources to augment the emergency response, he/she shall order them through the agency with jurisdictional authority for the incident.
 - l) The Incident Command System (ICS) shall be used on every incident.

SECTION 3. OTHER RESPONSIBILITIES AND OBLIGATIONS OF THE COUNTY AND THE CSP

The County and CSP agree to the following additional responsibilities and obligations:

- a) Mutual Training. Conduct mutual trainings to ensure employees are familiar with protocols and equipment utilized by the other Party.
- b) Common Radio Communications. Work cooperatively to develop and maintain common radio communication protocols to ensure adequate communication exists, while jointly responding to emergency incidents. In addition, work cooperatively and actively to deploy dispatching methods and Automatic Vehicle Location (AVL) tracking capabilities to improve response times, reduce unnecessary delays, and provide for accountability.
- c) Notifications. When advised of an emergency incident within the other's jurisdiction, to make immediate notification of the incident to the jurisdictional agency.
- d) Protective Equipment, Tools and Equipment. Ensure that all personnel respond in and use properly maintained and serviced Personal Protective Equipment (PPE), firefighting, rescue tools and equipment, specified by the sending Party's policies and consistent with State and Federal Mandates.
- e) Training Mandates. All personnel of either Party responding in the other Party's jurisdiction will be trained and qualified consistent with State Training and Safety

Mandates, including, but not limited to, those formulated by the California Division of Occupational Safety and Health, as well as other training including, but not limited to, Fire Apparatus Driver/Operator Professional Qualifications, Hazardous Materials First Responder Operations, First Responder Medical, CPR, and Confined Space Rescue Awareness. All personnel of either Party responding in the other Party's jurisdiction shall be trained and qualified consistent with any applicable Federal Training and Safety Mandates. Personnel responding in the other Party's jurisdiction for technical rescue, *e.g.*, personnel responding to vehicle accident with confined space victim will meet or exceed State or Federal Mandated requirements for training and qualification for such rescues.

- f) Workers' Compensation. Each Party shall provide and maintain statutory California Workers' Compensation Coverage and employer's Liability Coverage, for not less than the statutorily required amount per occurrence for all its own employees engaged in providing fire suppression and emergency services assistance under this Agreement.

SECTION 4. PRIVILEGES AND IMMUNITIES

The provisions of this Agreement are intended to comply with the provisions of Article 2, Chapter 2, Part 1, Division 12, of the Health and Safety Code of the State of California, and Article 2, Chapter 4, Part 2, Division 2, Title 5, of the Government Code of the State of California, providing for privileges and immunities from liabilities, exemption from losses, and rules applicable to personnel furnishing Fire Protection Services outside the jurisdiction of the Responding Party and within the jurisdiction of the Requesting Party.

SECTION 5. LIABILITY AND INDEMNIFICATION

- a) Each Party agrees to indemnify and hold harmless the other, its officers, elected and appointed officials, employees, volunteers, and paid-call-firefighters, or agents from and against all claims, damages, losses, and expenses, including attorney fees, caused in whole or in part by a negligent act or omission on their part, or any of their officers, elected or appointed officials, employees, volunteers, except when caused by the sole negligence or willful misconduct of the other Party. Each party will provide the other with a Certificate of Insurance with liability coverage shown in an amount of not less than \$1,000,000.
- b) Each Party shall be responsible for any damage to its equipment or injury to its personnel that occurs during performance under this Agreement, except to the extent such damage or injury is caused by the negligent act of or willful misconduct or omission of the other Party or the other Party's elected or appointed officers, employees, volunteers, and or agents.

SECTION 6. AGENCY

It is the intent of the Parties hereto, and part of the consideration supporting this Agreement, that each Party shall bear all risks and obligations for its own personnel (including but not limited to State and Federal Training Mandates as required for California firefighters, pension, relief, disability, worker's compensation, and other benefits) as well as injury or damage to third parties

that may arise while responding to the requesting Party's incident in the same manner and to the same extent as if occurring within responding Party's jurisdiction, subject only to Section 3 herein.

SECTION 7. THIRDPARTIES

Unless otherwise set forth herein, this Agreement shall not be construed as or deemed an agreement for benefit of any third party or parties, and no third party or parties shall have any right of action hereunder for any cause whatsoever.

SECTION 8. ASSIGNMENT

This Agreement shall be binding on the successors and assigns of the Parties hereto, except that no Party shall assign this Agreement without the prior written consent of the other Party.

SECTION 9. ADMINISTRATION OF AGREEMENT

This Agreement shall be administered through the mutual agreement of the Parties acting by and through their respective FireChiefs or authorized designees.

SECTION 10. TERM, MODIFICATION AND TERMINATION OF AGREEMENT

- a) This Agreement shall be effective as of the day and year hereinabove written and shall remain in effect and continue unless terminated by either party by giving sixty (60) day written notice of its intention to terminate.

- b) This Agreement may only be modified in writing by mutual consent of the Parties.

SECTION 11. GOVERNING LAW

The interpretation and performance of this Agreement shall be governed by the laws of the United States and the State of California.

SECTION 12. ENTIRE AGREEMENT

This document (including the attached Exhibits A-1 and A-2) sets forth the entire agreement of the Parties with respect to automatic and mutual aid and supersedes all prior discussions, negotiations, understandings, or agreements of the parties relating to automatic aid. No alteration or variation of this Agreement shall be valid or binding unless contained in an amendment in accordance with Section 10.

IN WITNESS WHEREOF, the County and CSP, through their duly authorized representatives, hereby execute this Agreement with the intent that it is effective as of the date first written above, and certify that they have read, understand, and voluntarily agree to the terms and conditions of this Agreement.

COUNTY OF KINGS

By: _____
Craig Petersen, Chairman
Kings County Board of Supervisors

Date: _____

APPROVED AS TO FORM:

By: Diane Freeman
Diane Freeman, County Counsel

Date: 10/20/21

ATTEST:

By: _____
Catherine Venturella, Clerk of the
Kings County Board of Supervisors

Date: _____

By: William Lynch
William Lynch, Fire Chief

Date: 10/19/21

CALIFORNIA DEPARTMENT OF
CORRECTIONS AND
REHABILITATION/ CORCORAN STATE
PRISON FIRE DEPARTMENT:

By: Ken Clark
Ken Clark, Warden

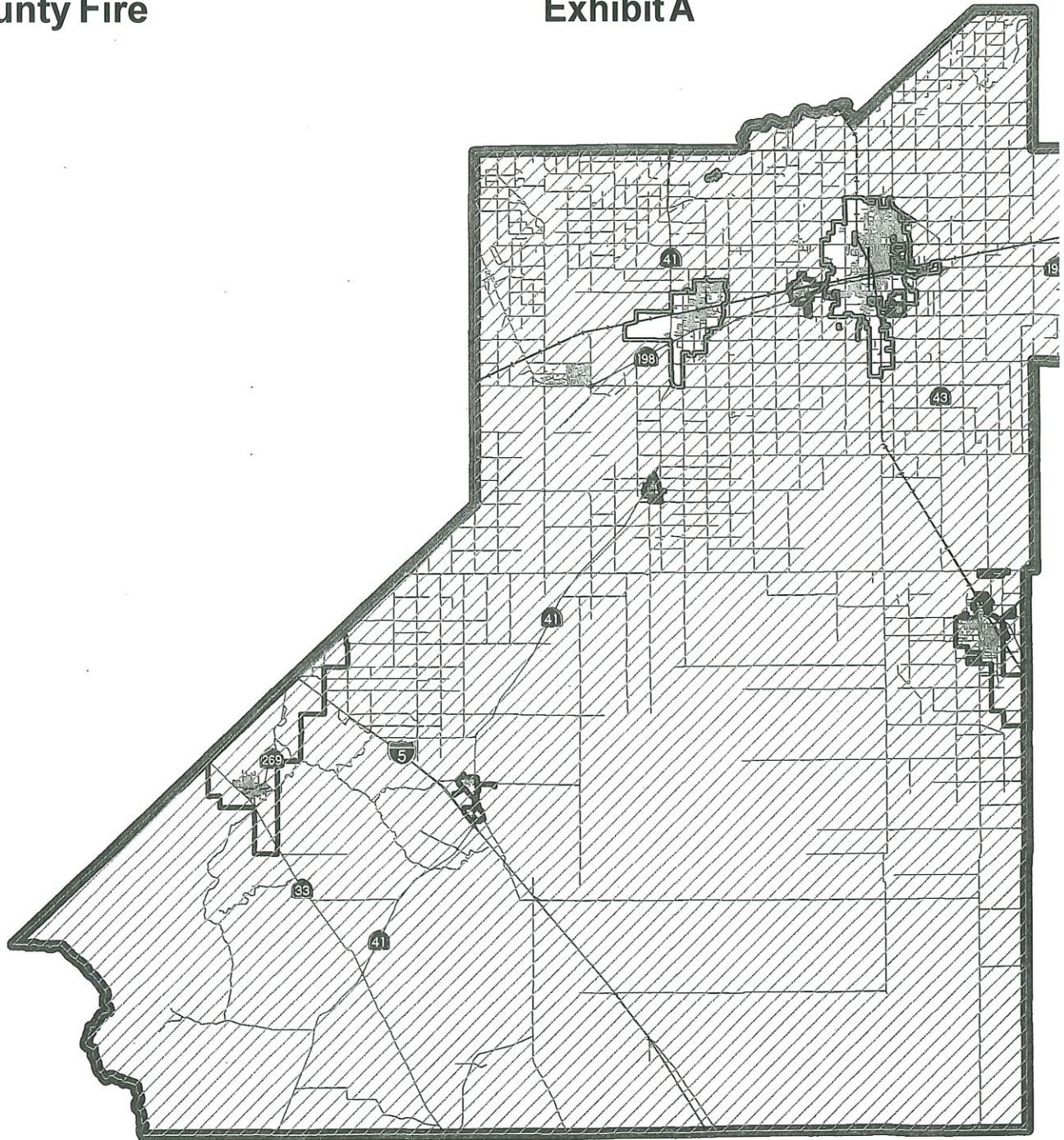
Date: 10/12/2021

By: J. Alvarado
J. Alvarado, Fire Chief

Date: 10/12/2021

Kings County Fire

Exhibit A



Disclaimer.
While every effort has been made to ensure the accuracy of the map,
the map producer is not responsible for any errors or omissions.
Maps are for graphical purposes only.





COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM November 2, 2021

SUBMITTED BY: Human Resources – Henie Ring

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

SUMMARY:

Overview:

The County’s agreement with the Kings County Deputy Probation Officers Association (POA) expired June 30, 2020, and was extended by way of a Side Letter Agreement through December 31, 2021. Negotiations began in August 2021 and have been conducted in good faith, and a successor agreement has been reached between the parties for a term beginning November 1, 2021 and ending June 30, 2023. 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 beginning July 1, 2021 and ending June 30, 2023.

Fiscal Impact:

The agreement provides for a four range (approximately 4%) salary increase effective November 1, 2021 (Pay Period 23-2021) and a three range (approximately 3%) salary increase in the second year effective December 26, 2022 (Pay Period 01-2023) for all employees in the bargaining unit. Additionally, all employees represented by the Association shall receive a \$500 lump sum of \$500 effective November 1, 2021 (Pay Period 23-2021). And, a uniform increase of \$100 for all employees represented by the Association, and up to \$100 reimbursement for a “Molle Carrier” upon receipt of their department-issued bulletproof vest. The cost for year one of this contract is approximately \$5,559,762, and will be reflected in the budget for Fiscal Year 2021-2022. The cost for year two is estimated to be \$5,681,490;

(Cont’d)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2021.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY AND THE DEPUTY PROBATION OFFICER'S ASSOCIATION

November 2, 2021

Page 2 of 2

however, the cost could be higher, dependent upon anticipated CalPERS retirement rate increases and Social Security cost with the higher salaries implemented in Fiscal Year 2021-2022.

BACKGROUND:

The previous agreement with the POA expired on June 30, 2021 and was extended through December 31, 2021 by way of a Side Letter Agreement. The County and the POA began negotiations in August 2021, and a successor agreement has been reached between the parties for a term ending June 30, 2023.

This proposed agreement includes a four range (approximately 4%) salary increase in the first year effective November 1, 2021 (Pay Period 23-2021) and a three range (approximately 3%) salary increase in the second year of the contract effective December 26, 2022 (Pay Period 01-2023) for all employees in the bargaining unit. Additionally, all employees represented by the Association shall receive a lump sum of \$500 effective November 1, 2021 (Pay Period 23-2021). Also, the uniform allowance was increased \$100 for all employees represented by the Association, including up to a \$100 reimbursement for a "Molle Carrier" upon receipt of their department-issued bulletproof vest. During the term of the agreement, any increase in the health insurance premium amount will continue to be split 50/50 between the employee and employer while in contract. The Memorandum of Understanding (MOU) was updated to incorporate all modifications previously agreed to, as well as minor wording updates and other negotiated non-economic changes, in addition to the elements described above. The MOU is attached with all additions highlighted in red and underlined and any deletions marked with a strikethrough.

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE COUNTY OF KINGS

AND

KINGS COUNTY PROBATION OFFICERS ASSOCIATION

| ~~April 22, 2019~~ November 1, 2021 – ~~June 30, 2020~~ June 30, 2023

MEMORANDUM OF UNDERSTANDING
PROBATION OFFICERS ASSOCIATION

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MEMORANDUM OF UNDERSTANDING
PROBATION OFFICERS ASSOCIATION
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ARTICLE 1 PREAMBLE

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

ARTICLE 2 RECOGNITION

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

Deputy Probation Officer I/II/III/IV

ARTICLE 3 MAINTENANCE OF BENEFITS

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

ARTICLE 4 SCOPE OF AGREEMENT

1. The Association and the County agree that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter within the scope of bargaining and that this Agreement represents a full and complete understanding and agreement of the parties on all issues between the Association and the County.
2. This Agreement supersedes all previous Memoranda of Understanding or Agreements between the Association and the County. Specifically, all previous side letter agreements between the Association and the County prior to this Agreement are either incorporated into and/or attached to this Agreement as Appendix B, or are otherwise obsolete and no longer operable. It is understood that for the term of this Agreement, changes in terms and conditions of employment specifically referenced herein may be accomplished only through the "meet and confer" process and by mutual consent of the parties. Changes in other terms and conditions of employment may be accomplished otherwise as provided by law.

ARTICLE 5 SEPARABILITY CLAUSE

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

ARTICLE 6 SAVINGS CLAUSE

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

ARTICLE 7 ASSOCIATION RIGHTS

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

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

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

ARTICLE 8 COUNTY RIGHTS

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

- a. To determine the nature and extent of services to be performed, as well as the right to determine and implement its public function and responsibility.
- b. To manage all facilities and operations of the County, including the methods, means and personnel by which County operations are to be conducted.
- c. To schedule and assign work.
- d. To establish, modify or change work standards.
- e. To direct the working forces, including the right to hire, assign or promote any employee.
- f. To determine the location of all plants and facilities.
- g. To determine the layout and the machinery, equipment or materials to be used.

- h. To determine processes, techniques, methods and means of all operations, including changes or adjustments of any machinery or equipment.
- i. To determine the size and composition of the working force.
- j. To determine policy and procedures affecting the selection or training of employees.
- k. To establish, assess and implement employee performance standards, including, but not limited to, quality and quantity standards; the assessment of employee performance; and the procedures for said assessment.
- l. To control and determine the use and location of County property, material, machinery or equipment.
- m. To determine safety, health and property protection measures.
- n. To transfer work from one job to another or from one plant or unit to another.
- o. To introduce new, improved or different methods of operations or to change existing methods.
- p. To lay off employees from duty for lack of work or lack of funds.
- q. To reprimand, suspend, discharge or otherwise discipline employees for just cause.
- r. To establish, modify, determine, or eliminate job classifications.
- s. To promulgate, modify and enforce work and safety rules and regulations.
- t. To take such other and further action consistent with this Agreement as may be necessary to organize and operate the County in the most efficient and economical manner and in the best interest of the public it serves.
- u. To contract or subcontract construction, services, maintenance, distribution or any other work with outside public or private entities.
- v. ~~The Association expressly and specifically agrees that except to the extent that the County rights are expressly limited by the terms of this Agreement, the Association waives any and all of its rights to meet and confer on any of the County rights. The above County rights are not within the scope of representation. However, i~~ 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 decision. To the extent that is operationally necessary, the County may first exercise its management rights prior to meeting and conferring over the effects, so long as it provides the Association with prior notice. ~~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

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.

1. 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.

2. 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.

3. 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.

4. 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.

5. 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.

6. 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 AND RELEASE TIME

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

1. Designated representatives of the Association shall be provided a reasonable amount of time to investigate and present grievances. –Grievance investigations shall be conducted in such a manner as to interfere as little as possible with work in progress.

After requesting time off from 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.

2. The Association may designate up to four (4) designated representatives of the Association who will be granted three (3) hours per month of release time to attend meetings of the Association Board of Stewards. All employees shall be released on the same day as designated by the Union, and the member's meetings shall be held at a site other than on County premises. Such release time may not be accumulated from month to month; employees who are sick or otherwise absent from work waive their right to release time.

3. The Association may designate up to four (4) representatives who shall be authorized to attend all negotiation meetings between the Association and the County. One representative shall be authorized to attend meetings of both the Health Insurance and Labor/Management committees.

~~4.~~

ARTICLE 12 OVERTIME

1. All employees shall receive FLSA overtime consistent with existing law.
2. For law enforcement personnel authorized overtime hours worked in excess of 80 in a 14-day work period shall be computed at a rate equal to one and one-half (1 and 1/2) times the employee's regular hourly rate.
3. Only hours worked shall be counted as time worked for purposes of computing time and one-half overtime, except that hours paid for pre-approved vacation, comp-time, and holidays shall be counted as hours worked for purposes of computing overtime. Sick leave, and vacation in-lieu and comp-time in-lieu of sick leave shall not count as hours worked.
4. The County will pay an amount equal to time and one-half over and above the current hourly rate of pay for an employee required to work in excess of eight (8) hours per workday. However, if an employee is assigned to work an approved alternate work-shift such as 10 or 12-hour shifts, the employee will only receive time and one-half for work performed in excess of the alternate shift. A workday is defined as a 24-hour period.
5. It is specifically understood that overtime does not apply to unauthorized hours of work or standby time.
6. All overtime worked shall be either paid on the payday following the pay period in which it was earned, or accumulated to be taken as compensatory time off. Compensatory time shall be accumulated at the same rate as overtime and may be taken off at a time designated by the employee with the approval of the Chief Probation Officer or designee.

7. Section 10-11 of the County Policy and Procedures Manual governing work beyond the normal work week (overtime) is amended for employees covered by this Agreement to reflect an increase in the maximum accumulation of compensatory time off to eighty (80) hours.

ARTICLE 13 CALL BACK/COURT TIME

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

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

4. Minimum "call-back" shall not apply to overtime which is required for physical examinations or portions thereof. Employees shall be compensated at the overtime rate for actual time spent in the physical exam.
5. Any employee who is subpoenaed to appear in court on that employee's time off and reports to court shall receive a minimum of three (3) hours pay at the overtime rate or shall receive pay for the actual time spent in court at the overtime rate, whichever is greater.
6. Minimum "call-back" shall not apply to work which is by phone, computer, or is otherwise accomplished without requiring the employee to physically travel to the worksite. When an employee is called or otherwise contacted while off-duty to handle work over the phone or by computer, the employee shall be compensated for one-half (1/2) hour straight time pay (equals 20 minutes at 1.5 overtime rate) or actual time spent on the call, computer or otherwise performing authorized overtime work which does not require the employee to physically travel to the worksite, whichever is greater.

ARTICLE 14 HEALTH/DENTAL/OPTICAL PLAN

Employees who 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~~July 1, 2021 (pay period ~~2017-12~~14-2021) 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 <u>\$450.78</u>
Two-Party	\$762.68 <u>\$820.66</u>
Family	\$1147.58 <u>\$1,234.80</u>

Dental/ Vision Only(1)	County Monthly Contribution
Single	\$28.92 <u>\$31.14</u>
Two-Party	\$54.28 <u>\$58.42</u>
Family	\$85.38 <u>\$91.88</u>

(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

~~There will be no salary increase during the term of this agreement.~~

Employees in classifications covered by this Agreement (see Article 2 – Recognition) shall receive a 4.0 range (approximately 4%) salary increase November 1, 2021 (Pay Period 23-2021), or upon ratification and approval of the Board of Supervisors, whichever is later. Additionally, all employees in classifications covered by this Agreement shall receive a lump sum of \$500 upon ratification and approval of the Board of Supervisors.

In the second year of the Agreement (FY 22-23), all employees in classifications covered by this Agreement (see Article 2 – Recognition) shall receive a 3.0 range (approximately 3%) salary increase effective December 26, 2022 (PP01-2023).

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 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
 - Half-day (4 hours) the working day before the day observed as Christmas Day, ~~County offices close at noon.~~
 - December 25, Christmas Day
 - Half-day (4 hours) the working day before the day observed as New Year's Day, ~~County offices close at noon.~~

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

Paid Closure

In ~~2019-2021 and 2022~~ County offices (where possible) will be closed to the public ~~the week~~ between Christmas and New Years providing three and one-half days of additional holiday time to all employees in the bargaining unit. If any employee is required to work during this period when their office is closed, or is not permitted to have the time off due to the requirements of their position (~~i.e.e.g.~~, Court appearances), ~~the department head may work with these employees to provide them corresponding time off later~~ these employees shall be paid straight-time holiday in-lieu pay, up to the actual amount of time worked during that week, not to exceed 28 hours for 2021 and 2022.

Part time employees will participate in the closure based on their assigned hours and earnings on a pro-rated basis. Employees on a paid leave of absence will participate in the closure; however, employees on unpaid leaves of absence will be excluded.

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

2019

~~Thursday, December 26, 2019 — 8 hours~~

~~Friday, December 27, 2019 — 8 hours~~

~~Monday, December 30, 2019 — 8 hours~~

~~Tuesday, December 31, 2019 — 4 hours~~

2021

Tuesday, December 28, 2021 – 8 hours

Wednesday, December 29, 2021 – 8 hours

Thursday, December 30, 2021 – 8 hours

Friday, December 31, 2021 – 4 hours

2022

Tuesday, December 27, 2022 – 8 hours

Wednesday, December 28, 2022 – 8 hours

Thursday, December 29, 2022 – 8 hours

Friday, December 30, 2022 – 4 hours

2. Nothing herein shall prevent the head of any department or institution, which by reason of the nature of the service must remain open on holidays, from requiring employees thereof to work upon any holiday.
3. Any employee who is required to work, by reason of the nature of the service of the Department or by reason of a regularly scheduled work week other than Monday through Friday, on a day which is a holiday for employees working a regularly scheduled work week of Monday through Friday, shall be compensated for the holiday at the employee's regular rate of pay in addition to the employee's regular compensation for such day had the day not been a holiday. It is the intent of this section to grant the same holidays or compensation therefore to all employees equally.

4. When a holiday established by this article falls on a Sunday, the following Monday shall be deemed to be the holiday in lieu of the day observed.
5. When a holiday established by this article falls on a Saturday, the preceding Friday shall be deemed to be the holiday, in lieu of the day observed.
6. Part-time employees shall be credited with holiday pay in the same ratio that their regular part-time service bears to regular full-time services.
7. Notwithstanding anything in this article to the contrary, extra help employees shall not be entitled to paid holidays.
8. All full-time regular employees in the bargaining unit who are required to perform shift work will receive eight (8) hours pay for each of the full-day holidays listed, and four (4) hours pay for each of the half-day holidays listed in the County's holiday policy in lieu of a day off. Payment will be made on the payday for the pay period in which the holiday occurs.
9. In order to qualify for holiday pay, the employee must have been on the payroll in a full-time permanent or probationary capacity and in paid status for the entire week in which the holiday was observed.
10. An additional eight (8) hours shall be added, in lump amount, to each covered employee's ~~the~~ vacation account ~~of each covered employee in the first full p~~Pay ~~p~~Period ~~15 in July of~~ every year. This time shall not become vested until added to the account. If the accrual of these eight (8) hours would cause the employee to reach or exceed their accrual cap, the employee shall not lose any of these hours, however, the employee will not accrue any additional vacation until they are below the vacation limit.

ARTICLE 19 VACATION AND COMPENSATORY TIME OFF

1. The County Personnel Rules which pertain to vacation entitlement (Section 7011.1) and vacation carry over limits (Section 7011.2) shall be amended or deleted to be consistent with the following provision:
 - a. An eligible employee may accrue vacation at the appropriate rate applicable to the employee's length of service (2080 hours of actual service as defined in the County Personnel Rules equals one year) as follows:

- 1) Employees hired prior to April 22, 2019:

Service Hours	Hours (days) Earned (based on hrs)	Rate (based on hrs)
0 - 10,400	96 (12 days)	.046154
10,401 – 20,800	120 (15 days)	.057693
20,801 – 31,200	140 (17.5 days)	.067308

31,201 +	160 (20 days)	.076924
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2) Employees hired on or after April 22, 2019:

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

- b. An eligible employee may accrue vacation at the appropriate rate applicable to the employee’s length of service (as set forth in 1a above) until the employee reaches one of the following accrued hours of vacation limits:

<u>Hours (days) Earned (based on hrs)</u>	<u>Maximum Vacation Accumulation Limits</u>
80 (10 days)	160 hours
96 (12 days)	192 hours
120 (15 days)	240 hours
140 (17.5 days)	280 hours
160 (20 days)	320 hours

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

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

ARTICLE 20 RETIREE HEALTH 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>Hours Earned (days)</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 have 5 years of Kings County continuous service immediately prior to retirement, are age 50 or older, and retire in good standing at the time of their separation from Kings County employment will receive a percentage of the dollar value of accrued sick leave

(at time of retirement) put into an “account” to be used toward Kings County health insurance program premiums, at a rate up to the family option per month until the employee and/or spouse if covered, is eligible for Medicare or the money runs out, whichever occurs first. When an employee and/or spouse, if covered, reach Medicare eligibility the remaining money may be used for Medicare supplemental premiums until the money runs out. The retiree health benefit percentage shall be as follows:

<u>Service Hours</u>	<u>Percent of compensation (based on hours) 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 programs, 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>	<u>Percent of Compensation Retiree Health Benefit</u>	<u>Percent of Compensation (cash)</u>
10,400 – 41,600	40%	20%
41,601 and over	50%	25%

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

- 1) Retiree health benefit option:

To qualify for the retiree health benefit (non-cash) employees must have 5 years of Kings County continuous service immediately prior to retirement, are age 50 or older, and retire in good standing at the time of separation from Kings County employment. A percentage of the dollar value of accrued sick leave (at time of retirement) will be put into an "account" to be used toward Kings County health insurance premiums. The employee and any dependents to be covered must be enrolled in the County's existing health benefit plan at the time of the employee's retirement in good standing from County service. Employees electing to utilize the retiree health benefit option must submit their election in writing to the County Department of Finance not later than 14 days 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 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 21 FAMILY ILLNESS LEAVE

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

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 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; or
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 22 FAMILY MEDICAL LEAVE

The County agrees to abide by the requirements of the federal Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA), and to adopt appropriate policy and procedures required for implementation.

ARTICLE 23 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 24 UNIFORM ALLOWANCE

- 1. All employees required to wear a uniform by the County shall receive a uniform allowance paid directly to the employee. Effective the first full pay period in July 2013 (PP13-15) only the initial uniform allowance paid to new employees shall be paid in a lump sum. New employees shall receive their initial allowance in the first full pay period following the date of employment. Employees who voluntarily terminate within the first 90 days after receiving their initial allowance shall be required to reimburse the County for one-half of their initial allowance. Those who voluntarily terminate during the second 90 days after receiving their initial allowance will be required to reimburse the County for one-quarter of the allowance.
- 2. ~~Effective in the first full pay period in July 2013 (PP13-15), e~~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:

	2013 2022
Deputy Probation Officers	\$550 \$650

- 3. Upon receipt of the department-issued bulletproof vest, employees may choose to purchase a “Molle Carrier” or equivalent cover. Employees who purchase a cover on or after July 1, 2021, subject to department approval, will receive reimbursement of the cost up to \$100. Employees must submit the receipt for their cover within 30 days to the Probation Department.
- 3.4. At the discretion and upon approval of the Chief Probation Officer, the County agrees to reimburse for 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, upon submission of proof of purchase. 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.
- 4.5. 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 25 BODY ARMOR

1. The Probation Department shall establish a policy related to body armor which includes mandatory wear provisions.

2. The County will supply body armor to all employees in the bargaining unit every five years as follows:

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

ARTICLE 26 PERSONAL PROPERTY REIMBURSEMENT

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

ARTICLE 27 LAYOFF

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

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

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

ARTICLE 28 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 29 BILINGUAL PAY

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

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

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

Employees receiving Level II Advanced bilingual compensation shall not be entitled to receive Level I Conversational bilingual compensation. Employees that translate for more than one language are not eligible to receive additional bilingual compensation for the additional language(s). Bilingual pay shall be terminated if the Department determines that the percentage or level of bilingual services provided by the employee falls below the established criteria for compensation, or the employee fails to pass a proficiency examination, or the department determines that the employee fails to demonstrate satisfactory performance in

providing bilingual services. Bilingual pay shall be terminated and a new request for bilingual compensation may be submitted if the employee is demoted, promoted or transferred. The decision of the Human Resources Director regarding the granting and termination of bilingual payment shall be final and shall not be subject to appeal or grievance procedures. When a part-time employee is assigned bilingual duties, the bilingual pay shall be prorated.

ARTICLE 30 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 31 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 32 ADMINISTRATIVE APPEAL PROCEDURE (See Appendix A)

ARTICLE 33 TIMEKEEPING ROUNDING RULES (See Appendix B)

ARTICLE 34 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~~2023.

The Association shall have the ability to request a meet and confer regarding longevity.

ARTICLE 35 DEFERRED COMPENSATION

For every four dollars contributed to the County contracted deferred compensation programs by employees, the County shall contribute one dollar to the employee's account, up to a maximum of one thousand twelve hundred dollars (\$1,200) per calendar year.

ARTICLE 36 PROFESSIONAL WORK ENVIRONMENT STANDARDS

The County strives to provide a respectful and professional work environment free from unlawful discrimination, harassment, retaliation, or abusive conduct as defined by state or federal law. An employee who believes that they have been subject to unlawful discrimination, harassment, retaliation, or abusive conduct should report their concern to their Manager, the Chief Probation Officer or the County Department of Human Resources. The terms of this section are not subject to the Grievance procedures, but will be enforced through the County's Human Resources policies.

ARTICLE 37 RECOMMENDATION

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

FOR THE ASSOCIATION:

Esmeralda Chavez Date
President

Mary Helen Mendoza Date
Vice-President

FOR THE COUNTY:

Henie Ring Date
Human Resources Director

Carolyn Leist Date
Principal Personnel Analyst

APPENDIX A
ADMINISTRATIVE APPEAL PROCEDURE
PROBATION OFFICERS ASSOCIATION

Administrative Appeal Procedure

Appeals of Written Reprimands of Public Safety Officers and Firefighters

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

Appeal of Written Reprimands

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

Hearing Officer

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

The Hearing

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

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

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

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

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

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

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

The Decision

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

APPENDIX B

Side Letters

LETTER OF AGREEMENT BETWEEN THE COUNTY OF KINGS

AND

KINGS COUNTY PROBATION OFFICERS ASSOCIATION

April 2015

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

Chart to convert Minutes to Tenths of an Hour

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

LETTER OF AGREEMENT
BETWEEN
THE COUNTY OF KINGS
AND
PROBATION OFFICERS ASSOCIATION
November 5, 2019

This is to confirm that, effective November 5, 2019, the Probation Officers Association and the County of Kings hereby agree that for the calendar year **2019** only, Monday, December 23, 2019 (eight hours) will be added to the Christmas closure and an additional half-day closure (four hours) will be added to the half-day holiday on Tuesday, December 24, 2019 (Christmas Eve). The added language is shown **bolded** below.

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.

GENERAL UNIT: _____ COUNTY: _____

~~Original signature on file~~ _____ ~~Original signature~~
_____ ~~on file~~ _____

Esmeralda Chavez _____ Date _____ Leslie
McCormick Wilson _____ Date _____
President _____ Director _____ Human Resources

ARTICLE 18 HOLIDAYS

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
- Half day (4 hours) the working day before the day observed as Christmas Day, County offices close at noon.
- December 25, Christmas Day
- Half day (4 hours) the working day before the day observed as New Year's Day, County offices close at noon.
- Such other days as the Board of Supervisors may determine by resolution.

Paid Closure

~~In 2019 County offices (where possible) will be closed to the public the week between Christmas and New Years providing three and one-half days of additional holiday time to all employees in the bargaining unit. If any employee is required to work during this period when their office is closed, or is not permitted to have the time off due to the requirements of their position (i.e. Court appearances), the department head may work with these employees to provide them corresponding time off later, up to the actual amount of time worked during that week, not to exceed 28 hours (40 hours for 2019 only).~~

~~Part time employees will participate in the closure based on their assigned hours and earnings on a pro-rated basis. Employees on a paid leave of absence will participate in the closure; however, employees on unpaid leaves of absence will be excluded.~~

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

2019

~~Thursday, December 26, 2019 — 8 hours
Friday, December 27, 2019 — 8 hours
Monday, December 30, 2019 — 8 hours
Tuesday, December 31, 2019 — 4 hours~~

~~**Further, the County will provide the following additional closure days in 2019 only:**~~

~~**Monday, December 23, 2019 — 8 hours**~~

~~**Tuesday, December 24, 2019 — 4 hours**~~

~~**While all closure days sunset at the expiration of this agreement, the County has no intention of including the additional hours in any potential future closures.**~~

~~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 full-day holidays listed, and four (4) hours pay for each of the half-day holidays listed in the County's holiday policy in lieu of a day off. Payment will be made on the payday for the pay period in which the holiday occurs.~~

~~9.—In order to qualify for holiday pay, the employee must have been on the payroll in a full-time permanent or probationary capacity and in paid status for the entire week in which the holiday was observed.~~

~~10.—An additional eight (8) hours shall be added, in lump amount, to the vacation account of each covered employee in the first full pay period in July of every year. This time shall not become vested until added to the account.~~

~~SIDE LETTER / MOU EXTENSION~~

~~TO THE 2019-2020 MOU
BETWEEN
THE COUNTY OF KINGS
AND THE
KINGS COUNTY PROBATION OFFICERS ASSOCIATION~~

~~November 12, 2020~~

~~The County of Kings (County) and the Kings County Probation Officers Association (P.O.A.) agree to extend and modify the current 2019-2020 Memorandum of Understanding (MOU) for POA via this Side Letter. The Side Letter amends Article 18—Holidays and Article 34—Term and shall be in effect during the extended term of the MOU.~~

~~ARTICLE 18—HOLIDAYS~~

~~1.—The days established as holidays are:~~

~~January 1, New Year's Day
Third Monday in January, Martin Luther King Day
Third Monday in February, Presidents Day
Last Monday in May, Memorial Day
July 4, Independence Day
First Monday in September, Labor Day
November 11, Veterans' Day
The day designated as Thanksgiving Day
The day following Thanksgiving Day
Half-day (4 hours) the working day before the day observed as Christmas Day.
Half-day (4 hours) the working day before the day observed as New Year's Day.
Such other days as the Board of Supervisors may determine by resolution.~~

~~2.—Paid Closure. The Parties agree to extend the paid closure for 2020 only. County offices (where possible) will be closed to the public the week after Christmas providing four days of holiday time to all employees in the bargaining unit. If any employee is required to work during this period when their office is closed, or is not permitted to have the time off in their department due to 24-hour shift requirements, these employees shall be paid straight time holiday in lieu pay, up to the actual amount of time worked, not to exceed 32 hours during that week.~~

~~Part time employees will participate in the closure based on their assigned hours and earnings on a pro-rated basis. Employees on a paid leave of absence for the full scheduled work day before and after the closure period will participate in the closure; however, employees on unpaid leaves of absence will be excluded.~~

~~The specific dates for these additional 32 hours of holiday time is as follows for 2020 only:~~

~~2020~~

~~Thursday, December 24, 2020—4 hours (in addition to the 4 holiday hours)~~

~~Monday, December 28, 2020—8 hours
Tuesday, December 29, 2020—8 hours
Wednesday, December 30, 2020—8 hours
Thursday, December 31, 2020—4 hours (in addition to the 4 holiday hours)~~

~~The Parties agree that the continuation of the closure (the specific dates and amount of time) is subject to meet and confer. The Parties will meet by September 1, 2021 to discuss extending the Paid Closure for 2021.~~

~~3.— Nothing herein shall prevent the head of any department or institution which by reason of the nature of the service must remain open on holidays, from requiring employees thereof to work on any holiday.~~

~~4.— 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 other than Monday through Friday, on a day which is a holiday for employees working a regularly scheduled workweek of Monday through Friday, shall be compensated for the holiday at the employee's regular rate of pay 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.~~

~~5.— When a holiday established by this article falls on a Sunday, the following Monday shall be deemed to be the holiday in lieu of the day observed.~~

~~6.— 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.~~

~~7.— Part-time employees shall be credited with holiday pay in the same ratio that their regular part-time service bears to regular full-time service.~~

~~8.— Notwithstanding anything in this Article to the contrary, extra help employees shall not be entitled to paid holidays.~~

~~9.— 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 full day holidays listed, and four (4) hours pay for each of the half day 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.~~

~~10.— 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.~~

~~11.— An additional eight (8) hours shall be added, in a lump amount, to the vacation account of each covered employee in the first full pay period in July of every year. This time shall not become vested until added to the account.~~

SECTION 34.01 EXTENSION OF CURRENT MOU.

~~Unless a provision of this MOU had sunset or is set to sunset, all other provisions of the 2019-2020 MOU are extended to December 31, 2021. This extension of terms includes the 50/50 split on future premium increases (Article 28 B) up to and including fiscal year 2021/2022, and the County Paid Closure (Article 19) as written above.~~

~~SECTION 34.02 ECONOMIC REOPENER:~~

~~During the term of this agreement, either party shall have the right to reopen the agreement prior to December 31, 2021 to discuss economic changes to the agreement. In the event that either party request to reopen the agreement, the parties shall meet within two (2) weeks of a request to meet and confer by the County.~~

~~Dated: Original kept on file _____ Dated: Original kept on file~~

~~**FOR P.O.A:** _____ **FOR THE COUNTY:**~~

~~Original signature kept on file _____ Original signature kept on file~~

~~_____ Original signature kept on file~~

Errata Sheet
~~SIDE LETTER / MOU EXTENSION~~

~~TO THE 2019-2020 MOU
BETWEEN~~

~~THE COUNTY OF KINGS~~

~~AND THE
KINGS COUNTY PROBATION OFFICERS ASSOCIATION~~

~~November 12, 2020~~

~~There was an inadvertent error on Article 18 Holidays, Section 1. Christmas Day was erroneously removed from the list of established holidays. Christmas Day should be included in the established days.~~

~~Accordingly, please see the revised Article 18 Holidays, Section 1.~~

~~ARTICLE 18 - HOLIDAYS~~

~~1. — The days established as holidays are:~~

- ~~• — January 1, New Year's Day~~
- ~~• — Third Monday in January, Martin Luther King Day~~
- ~~• — Third Monday in February, Presidents Day~~
- ~~• — Last Monday in May, Memorial Day~~
- ~~• — July 4, Independence Day~~
- ~~• — First Monday in September, Labor Day~~
- ~~• — November 11, Veterans Day~~
- ~~• — The day designated as Thanksgiving Day~~
- ~~• — The day following Thanksgiving Day~~
- ~~• — Half day (4 hours) the working day before the day observed as Christmas Day.~~
- ~~• — December 25, Christmas Day~~
- ~~• — Half day (4 hours) the working day before the day observed as New Year's Day.~~
- ~~• — Such other days as the Board of Supervisors may determine by resolution.~~

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE COUNTY OF KINGS
AND
KINGS COUNTY PROBATION OFFICERS ASSOCIATION

November 1, 2021 – June 30, 2023

MEMORANDUM OF UNDERSTANDING
PROBATION OFFICERS ASSOCIATION

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MEMORANDUM OF UNDERSTANDING
PROBATION OFFICERS ASSOCIATION
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ARTICLE 1 PREAMBLE

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

ARTICLE 2 RECOGNITION

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

Deputy Probation Officer I/II/III/IV

ARTICLE 3 MAINTENANCE OF BENEFITS

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

ARTICLE 4 SCOPE OF AGREEMENT

1. The Association and the County agree that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter within the scope of bargaining and that this Agreement represents a full and complete understanding and agreement of the parties on all issues between the Association and the County.
2. This Agreement supersedes all previous Memoranda of Understanding or Agreements between the Association and the County. Specifically, all previous side letter agreements between the Association and the County prior to this Agreement are either incorporated into and/or attached to this Agreement as Appendix B, or are otherwise obsolete and no longer operable. It is understood that for the term of this Agreement, changes in terms and conditions of employment specifically referenced herein may be accomplished only through the "meet and confer" process and by mutual consent of the parties. Changes in other terms and conditions of employment may be accomplished otherwise as provided by law.

ARTICLE 5 SEPARABILITY CLAUSE

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

ARTICLE 6 SAVINGS CLAUSE

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

ARTICLE 7 ASSOCIATION RIGHTS

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

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

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

ARTICLE 8 COUNTY RIGHTS

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

- a. To determine the nature and extent of services to be performed, as well as the right to determine and implement its public function and responsibility.
- b. To manage all facilities and operations of the County, including the methods, means and personnel by which County operations are to be conducted.
- c. To schedule and assign work.
- d. To establish, modify or change work standards.
- e. To direct the working forces, including the right to hire, assign or promote any employee.
- f. To determine the location of all plants and facilities.
- g. To determine the layout and the machinery, equipment or materials to be used.

- h. To determine processes, techniques, methods and means of all operations, including changes or adjustments of any machinery or equipment.
- i. To determine the size and composition of the working force.
- j. To determine policy and procedures affecting the selection or training of employees.
- k. To establish, assess and implement employee performance standards, including, but not limited to, quality and quantity standards; the assessment of employee performance; and the procedures for said assessment.
- l. To control and determine the use and location of County property, material, machinery or equipment.
- m. To determine safety, health and property protection measures.
- n. To transfer work from one job to another or from one plant or unit to another.
- o. To introduce new, improved or different methods of operations or to change existing methods.
- p. To lay off employees from duty for lack of work or lack of funds.
- q. To reprimand, suspend, discharge or otherwise discipline employees for just cause.
- r. To establish, modify, determine, or eliminate job classifications.
- s. To promulgate, modify and enforce work and safety rules and regulations.
- t. To take such other and further action consistent with this Agreement as may be necessary to organize and operate the County in the most efficient and economical manner and in the best interest of the public it serves.
- u. To contract or subcontract construction, services, maintenance, distribution or any other work with outside public or private entities.
- v. The above County rights are not within the scope of representation. However, 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 decision. To the extent that is operationally necessary, the County may first exercise its management rights prior to meeting and conferring over the effects, so long as it provides the Association with prior notice.

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

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.

1. 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.

2. 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.

3. 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.

4. 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.

5. 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.

6. 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 AND RELEASE TIME

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

1. Designated representatives of the Association shall be provided a reasonable amount of time to investigate and present grievances. Grievance investigations shall be conducted in such a manner as to interfere as little as possible with work in progress. After requesting time off from 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.
2. The Association may designate up to four (4) designated representatives of the Association who will be granted three (3) hours per month of release time to attend meetings of the Association Board of Stewards. All employees shall be released on the same day as designated by the Union, and the member's meetings shall be held at a site other than on County premises. Such release time may not be accumulated from

month to month; employees who are sick or otherwise absent from work waive their right to release time.

3. The Association may designate up to four (4) representatives who shall be authorized to attend all negotiation meetings between the Association and the County. One representative shall be authorized to attend meetings of both the Health Insurance and Labor/Management committees.

ARTICLE 12 OVERTIME

1. All employees shall receive FLSA overtime consistent with existing law.
2. For law enforcement personnel authorized overtime hours worked in excess of 80 in a 14-day work period shall be computed at a rate equal to one and one-half (1 and 1/2) times the employee's regular hourly rate.
3. Only hours worked shall be counted as time worked for purposes of computing time and one-half overtime, except that hours paid for pre-approved vacation, comp-time, and holidays shall be counted as hours worked for purposes of computing overtime. Sick leave, and vacation in-lieu and comp-time in-lieu of sick leave shall not count as hours worked.
4. The County will pay an amount equal to time and one-half over and above the current hourly rate of pay for an employee required to work in excess of eight (8) hours per workday. However, if an employee is assigned to work an approved alternate work-shift such as 10 or 12-hour shifts, the employee will only receive time and one-half for work performed in excess of the alternate shift. A workday is defined as a 24-hour period.
5. It is specifically understood that overtime does not apply to unauthorized hours of work or standby time.
6. All overtime worked shall be either paid on the payday following the pay period in which it was earned, or accumulated to be taken as compensatory time off. Compensatory time shall be accumulated at the same rate as overtime and may be taken off at a time designated by the employee with the approval of the Chief Probation Officer or designee.
7. Section 10-11 of the County Policy and Procedures Manual governing work beyond the normal work week (overtime) is amended for employees covered by this Agreement to reflect an increase in the maximum accumulation of compensatory time off to eighty (80) hours.

ARTICLE 13 CALL BACK/COURT TIME

1. Employees who are called back to work after having completed the normal shift, after having left the work site, shall be entitled to receive a minimum of three (3) hours at the overtime rate.

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

For employees with take home vehicles, minimum "call back" also will not apply when ordered to perform work during their commute to and from work. Such deputies will be paid for actual time worked for duties performed driving to work and for actual time worked commencing with the end of the shift until the duties to be performed are completed. Minimum "call back" will apply if a deputy is called back to work after the deputy has arrived at home.
4. Minimum "call-back" shall not apply to overtime which is required for physical examinations or portions thereof. Employees shall be compensated at the overtime rate for actual time spent in the physical exam.
5. Any employee who is subpoenaed to appear in court on that employee's time off and reports to court shall receive a minimum of three (3) hours pay at the overtime rate or shall receive pay for the actual time spent in court at the overtime rate, whichever is greater.
6. Minimum "call-back" shall not apply to work which is by phone, computer, or is otherwise accomplished without requiring the employee to physically travel to the worksite. When an employee is called or otherwise contacted while off-duty to handle work over the phone or by computer, the employee shall be compensated for one-half (1/2) hour straight time pay (equals 20 minutes at 1.5 overtime rate) or actual time spent on the call, computer or otherwise performing authorized overtime work which does not require the employee to physically travel to the worksite, whichever is greater.

ARTICLE 14 HEALTH/DENTAL/OPTICAL PLAN

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

- A) Effective July 1, 2021 (pay period 14-2021) 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	\$450.78
Two-Party	\$820.66
Family	\$1,234.80

Dental/ Vision Only(1)	County Monthly Contribution
Single	\$31.14
Two-Party	\$58.42
Family	\$91.88

(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

Employees in classifications covered by this Agreement (see Article 2 – Recognition) shall receive a 4.0 range (approximately 4%) salary increase November 1, 2021 (Pay Period 23-2021), or upon ratification and approval of the Board of Supervisors, whichever is later. Additionally, all employees in classifications covered by this Agreement shall receive a lump sum of \$500 upon ratification and approval of the Board of Supervisors.

In the second year of the Agreement (FY 22-23), all employees in classifications covered by this Agreement (see Article 2 – Recognition) shall receive a 3.0 range (approximately 3%) salary increase effective December 26, 2022 (PP01-2023).

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 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

Half-day (4 hours) the working day before the day observed as Christmas Day
December 25, Christmas Day

Half-day (4 hours) the working day before the day observed as New Year's Day

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

Paid Closure

In 2021 and 2022 County offices (where possible) will be closed to the public between Christmas and New Years providing three and one-half days of additional holiday time to all employees in the bargaining unit. If any employee is required to work during this period when their office is closed, or is not permitted to have the time off due to the requirements of their position (e.g., Court appearances), these employees shall be paid straight-time holiday in-lieu pay, up to the actual amount of time worked during that week, not to exceed 28 hours for 2021 and 2022.

Part time employees will participate in the closure based on their assigned hours and earnings on a pro-rated basis. Employees on a paid leave of absence will participate in the closure; however, employees on unpaid leaves of absence will be excluded.

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

2021

Tuesday, December 28, 2021 – 8 hours

Wednesday, December 29, 2021 – 8 hours

Thursday, December 30, 2021 – 8 hours

Friday, December 31, 2021 – 4 hours

2022

Tuesday, December 27, 2022 – 8 hours

Wednesday, December 28, 2022 – 8 hours

Thursday, December 29, 2022 – 8 hours

Friday, December 30, 2022 – 4 hours

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

10. An additional eight (8) hours shall be added, in lump amount, to each covered employee's vacation account Pay Period 15 every year. This time shall not become vested until added to the account. If the accrual of these eight (8) hours would cause the employee to reach or exceed their accrual cap, the employee shall not lose any of these hours, however, the employee will not accrue any additional vacation until they are below the vacation limit.

ARTICLE 19 VACATION AND COMPENSATORY TIME OFF

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

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

- 1) Employees hired prior to April 22, 2019:

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

- 2) Employees hired on or after April 22, 2019:

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

- b. An eligible employee may accrue vacation at the appropriate rate applicable to the employee's length of service (as set forth in 1a above) until the employee reaches one of the following accrued hours of vacation limits:

Hours (days) Earned (based on hrs)	Maximum Vacation Accumulation Limits
80 (10 days)	160 hours
96 (12 days)	192 hours
120 (15 days)	240 hours
140 (17.5 days)	280 hours
160 (20 days)	320 hours

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

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

ARTICLE 20 RETIREE HEALTH 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>Hours Earned (days)</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 have 5 years of Kings County continuous service immediately prior to retirement, are age 50 or older, and retire in good standing at the time of their separation from Kings County employment will receive a percentage of the dollar value of accrued sick leave (at time of retirement) put into an “account” to be used toward Kings County health insurance program premiums, at a rate up to the family option per month until the employee and/or spouse if covered, is eligible for Medicare or the money runs out, whichever occurs first. When an employee and/or spouse, if covered, reach Medicare eligibility the remaining money may be used for Medicare supplemental premiums until the money runs out.

The retiree health benefit percentage shall be as follows:

<u>Service Hours</u>	<u>Percent of compensation (based on hours) 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 programs, 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>	<u>Percent of Compensation Retiree Health Benefit</u>	<u>Percent of Compensation (cash)</u>
10,400 – 41,600	40%	20%
41,601 and over	50%	25%

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

- 1) Retiree health benefit option:

To qualify for the retiree health benefit (non-cash) employees must have 5 years of Kings County continuous service immediately prior to retirement, are age 50 or older, and retire in good standing at the time of separation from Kings County employment. A percentage of the dollar value of accrued sick leave (at time of retirement) will be put into an “account” to be used toward Kings County health insurance premiums. The employee and any dependents to be covered must be enrolled in the County’s existing health benefit plan at the time of the employee’s retirement in good standing from County service. Employees electing to utilize the retiree health benefit option must submit their election in writing to the County Department of Finance not later than 14 days 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 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 21 FAMILY ILLNESS LEAVE

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

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 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; or
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 22 FAMILY MEDICAL LEAVE

The County agrees to abide by the requirements of the federal Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA), and to adopt appropriate policy and procedures required for implementation.

ARTICLE 23 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 24 UNIFORM ALLOWANCE

- 1. All employees required to wear a uniform by the County shall receive a uniform allowance paid directly to the employee. Effective the first full pay period in July 2013 (PP13-15) only the initial uniform allowance paid to new employees shall be paid in a lump sum. New employees shall receive their initial allowance in the first full pay period following the date of employment. Employees who voluntarily terminate within the first 90 days after receiving their initial allowance shall be required to reimburse the County for one-half of their initial allowance. Those who voluntarily terminate during the second 90 days after receiving their initial allowance will be required to reimburse the County for one-quarter of the allowance.
- 2. 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>2022</u>
Deputy Probation Officers	\$650

- 3. Upon receipt of the department-issued bulletproof vest, employees may choose to purchase a "Molle Carrier" or equivalent cover. Employees who purchase a cover on or after July 1, 2021, subject to department approval, will receive reimbursement of the cost up to \$100. Employees must submit the receipt for their cover within 30 days to the Probation Department.

4. At the discretion and upon approval of the Chief Probation Officer, the County agrees to reimburse for 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, upon submission of proof of purchase. 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.
5. 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 25 BODY ARMOR

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

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

ARTICLE 26 PERSONAL PROPERTY REIMBURSEMENT

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

ARTICLE 27 LAYOFF

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

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

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

ARTICLE 28 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 29 BILINGUAL PAY

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

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

Bilingual pay requires approval by the Human Resources Director upon request of the department head. Where necessary, job audits may be conducted to determine whether the bilingual skills are being utilized as required. For highly specialized or highly technical situations, or where the job knowledge is critical to ensuring that competent and accurate translation is available on an on call or as needed basis, and upon request of the Department, the County Administrative Officer may waive the percentage requirements. Employees receiving bilingual pay may be required to use their bilingual ability to assist other departments

within the County. Regardless of certification, all employees shall use any language skills they possess to the best of their ability. The Department Head retains the right to assign employees and/or reassign employees based on organizational needs.

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

ARTICLE 30 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 31 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 32 ADMINISTRATIVE APPEAL PROCEDURE (See Appendix A)

ARTICLE 33 TIMEKEEPING ROUNDING RULES (See Appendix B)

ARTICLE 34 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, 2023.

The Association shall have the ability to request a meet and confer regarding longevity.

ARTICLE 35 DEFERRED COMPENSATION

For every four dollars contributed to the County contracted deferred compensation programs by employees, the County shall contribute one dollar to the employee's account, up to a maximum of one thousand twelve hundred dollars (\$1,200) per calendar year.

ARTICLE 36 PROFESSIONAL WORK ENVIRONMENT STANDARDS

The County strives to provide a respectful and professional work environment free from unlawful discrimination, harassment, retaliation, or abusive conduct as defined by state or federal law. An employee who believes that they have been subject to unlawful discrimination, harassment, retaliation, or abusive conduct should report their concern to their Manager, the Chief Probation Officer or the County Department of Human Resources. The terms of this section are not subject to the Grievance procedures, but will be enforced through the County's Human Resources policies.

ARTICLE 37 RECOMMENDATION

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

FOR THE ASSOCIATION:

Esmeralda Chavez Date
President

Mary Helen Mendoza Date
Vice-President

FOR THE COUNTY:

Henie Ring Date
Human Resources Director

Carolyn Leist Date
Principal Personnel Analyst

APPENDIX A
ADMINISTRATIVE APPEAL PROCEDURE
PROBATION OFFICERS ASSOCIATION

Administrative Appeal Procedure

Appeals of Written Reprimands of Public Safety Officers and Firefighters

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

Appeal of Written Reprimands

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

Hearing Officer

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

The Hearing

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

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

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

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

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

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

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

The Decision

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

APPENDIX B

Side Letters

LETTER OF AGREEMENT BETWEEN THE COUNTY OF KINGS

AND

KINGS COUNTY PROBATION OFFICERS ASSOCIATION

April 2015

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

Chart to convert Minutes to Tenths of an Hour

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



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM November 2, 2021

SUBMITTED BY: Department of Public Health – Darcy Pickens/Heather Silva

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:

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.

Fiscal Impact:

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

BACKGROUND:

A Novel Coronavirus (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 are vaccines for antiviral treatment of 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.

BOARD ACTION:

APPROVED AS RECOMMENDED: ____ OTHER: ____

I hereby certify that the above order was passed and adopted
on _____, 2021.

CATHERINE VENTURELLA, Clerk of the Board

By _____, Deputy.