

## **Tentative Agreement - February 17, 2016**

### **Term**

- The term of the successor MOU will be from March 27, 2015 – August 27, 2017.

### **Equity Study**

- The County will complete an equity study prior to the commencement of successor MOU negotiations.

### **Cost of Living Increases**

- If the County agrees to an equivalent salary adjustment (i.e., 2% cost of living) for all classifications covered with another recognized employee organization (REO), then the County agrees to implement the same salary adjustment for all employees covered by this MOU, unless the agreement includes an exchange of a current benefit from the REO.
- Following execution of this MOU, the County shall provide written notice to SEIU Local 521 of any equivalent salary adjustment provided to any other REO.
- If the County comes to an agreement with another bargaining unit that includes an agreement to exchange a current benefit for a salary increase, SEIU Local 521 will be allowed to make the same or similar exchange for current benefit for salary increase.

### **Retiree Health**

- Participation in Retiree Health Premium Supplement Program (RHPSP) will be discontinued for employees hired on or after the date of agreement.
- Employees hired prior to the date of agreement will have the option to discontinue participation in RHPSP under the following terms:
  - The County shall hold a 60-day opt-out period during which current employees must file the appropriate opt-out form with the Human Resources Division in order to discontinue participation in the program.
  - A voluntary opt out from participating in the RHPSP will relieve the employee of the obligation to make payroll deductions to the RHPSP commencing with the first pay period following receipt of the opt-out form.
  - Employees who no longer participate in the RHPSP will be ineligible to receive the RHPSP supplement upon retirement.
  - Employees choosing to continue participating in the RHPSP will have their contribution rate (2.12% biweekly) and supplement level frozen (\$882.07 maximum) at the current amounts.
  - Employees choosing to opt-out of RHPSP will be eligible, solely upon retirement from the County, to receive an employer contribution to a Health Reimbursement Arrangement managed by the County in the following manner:
    - A maximum contribution will be determined in an amount equivalent to the amount the employee has contributed since payroll period 12-16 (August 11-24, 2012)
    - Employees retiring from Kern County will receive 100% of the maximum contribution
    - Employees retiring at or after age 70 will not receive any contribution.

- Participation in the Retiree Stipend Program will discontinue for all employees who opt out of the RHPSP and all new employees.

### **Contracted Services**

- SEIU agrees to withdraw with prejudice the unfair practice charge filed in Public Employment Relations Board (PERB) Case No. LA-CE-962-M and request that PERB dismiss the complaint.
- The parties agree that the proposed remote maintenance, landscaping, or custodial services at the Lost Hills Paramount/Wonderful Park and the North Kern buildings and facilities may be contracted out.

### **Overtime Compensation**

- Agree to meet and confer with SEIU Local 521 within 30 days of either party proposing to exempt specific classification(s), with the goal to come to mutual agreement on exemption status. The County will retain the right to consider classification(s) exempt as allowed under the FLSA.

### **Work Schedules**

- Upon 30 days' written notice an employee on a 9/80 or flexible work schedule may be required by the department head to return to a regular work schedule. The County agrees it must meet and confer on the impact of this decision provided that the specific impacts are identified in writing in any request to meet and confer from the employee or SEIU, prior to the conclusion of the 30-day notice period.
- The parties agree that the proposed schedule changes for the Public Health Department can move forward 30 days from the date of this agreement or completion of the scheduled mediation, whichever date occurs first, and that the department will consider any particular employee's identified impact prior to implementation of the new schedule.

### **Supplemental Retirement Benefits Reserve**

- Both parties agree to support legislation capping the amount of money going into the SRBR fund at a level of 120% funded. Once the SRBR achieves a funding status of 120%, all excess earnings will go into the regular retirement fund. If the SRBR goes below 120% funded, or the retirement fund reaches 95% funded, the excess earnings will return to a 50/50 split between SRBR and the retirement fund.

### **Bereavement Leave**

- Employees covered by this agreement shall be eligible for up to three days of paid bereavement leave in the case of the death or funeral of an immediate family member. This leave may not be accrued, and shall have no cash value if unused by the employee.

### **Financial Hardship**

- If an employee incurs a serious financial hardship, the employee may request in writing to their department head to cash-out all or any portion of the employee's accrued vacation. Upon receipt of a request, the department head shall approve or deny the employee's request within seven (7) days. If approved by the department head, a Claim for Payment will be submitted to the Auditor-Controller-County Clerk. Any disputes arising from a denial of any claim for payment will be resolved by application of the Grievance and Arbitration Procedure.

- For the purposes of this section, “serious financial hardship” must involve either (1) a family illness or death, (2) the inability to meet transportation and housing needs, or (3) the loss of employment by the employee’s spouse, domestic partner or head of household.

### **Shop Stewards**

- The number of shop stewards shall be determined as a function of a ratio of one shop steward for every 50 covered employees with each department, except that the Department of Animal Services shall have 3 shop stewards, and the Roads Department shall have 4 shop stewards. The number of shop stewards for Kern Medical Center and the Department of Human Services shall be no more than 15. Additional shop stewards may be added upon approval of the affected department head and the **Human Resources Division**. SEIU shall provide the **Human Resources Division** with a list of shop stewards on the first business day following February 1 of each year.

### **Discipline**

- The parties agree to meet and confer on proposed changes to the County’s disciplinary rules, policies, and procedures within 90 days from the date of this agreement, including language regarding the County’s procedure on progressive discipline. Both parties will have the right to propose changes.

### **Availability Pay**

- It is agreed by the parties that because of urgent situations, employees in certain classifications must frequently be available to report to work in the manner required by their department head. Such employees shall be required to wear a pager, beeper, or other communications device to ensure their availability. The department head shall not impose conditions, which so restrict the employee that the employee is on standby as defined by Article V, Section 4.A, unless the employee is placed on standby.
- As compensation for being available to respond to such situations, those employees shall receive either (1) a biweekly allowance equal to five percent (5%) of their biweekly base salary, or (2) one-quarter of his/her hourly pay for the hours required to be available. Employees required to respond shall not receive the one-quarter pay for the hours that they receive full compensation, including any two-hour minimum call back overtime pay.
- Employees required to respond to phone calls and do not return to work, shall be compensated for the actual time they work rounded to the nearest tenth of an hour.
- Employees who actually return to work shall be eligible for the two-hour minimum call back overtime pay, but if called back multiple times within the two hours, will only receive compensation for the actual time worked.
- Classifications eligible to receive availability pay shall include all classifications listed in the Memorandum of Understanding dated March 27, 2012 through March 27, 2015, and any subsequent amendments thereto.
- The Human Resources Division is authorized upon agreement with SEIU to add additional classifications to those eligible for availability pay, and shall maintain a list which is incorporated by reference into this agreement.

### **Continuing Education**

- The County may provide expense reimbursement of up to \$500 per covered employee per calendar year for attendance at off-site mandatory continuing education training required to maintain a state license and/or for purchase of approved educational materials including, but not limited to, books, audio/video tapes and software programs. Reimbursement must be approved by the employee's department head and the **Human Resources Division**, and will only be approved if: (1) the training is held during the employee's regular work hours, (2) falls within their work specialty, (3) cannot be provided in house at a lower cost, and (4) is beneficial to the operations of the employee's department.
- Departments with employees who have recurring mandatory continuing education needs will be required to pursue an in-house training program that will meet the needs of its employees **at no cost** to the County or employee.