

MEMORANDUM OF UNDERSTANDING  
FOR JOINT SUBMISSION TO  
THE KINGS COUNTY BOARD OF SUPERVISORS  
AND  
KINGS COUNTY DETENTION DEPUTY ASSOCIATION

December 31, 2018 – December 31, 2019

BY AND BETWEEN

AUTHORIZED REPRESENTATIVES OF  
KINGS COUNTY  
(hereinafter "County")

AND

AUTHORIZED REPRESENTATIVES OF  
K.C.D.D.A.  
(hereinafter "Union")

Memorandum of Understanding  
County of Kings  
Kings County Detention Deputy Association

TABLE OF CONTENTS

|  |    |
|--|----|
| ARTICLE 1 PREAMBLE .....                               | 4  |
| ARTICLE 2 RECOGNITION.....                             | 4  |
| ARTICLE 3 PAYROLL DEDUCTION .....                      | 4  |
| ARTICLE 4 FULL UNDERSTANDING .....                     | 4  |
| ARTICLE 5 CURRENT CHANGES IN TERMS AND CONDITIONS..... | 4  |
| ARTICLE 6 WAIVER OF APPEAL.....                        | 5  |
| ARTICLE 7 SAVINGS .....                                | 5  |
| ARTICLE 8 RELEASE TIME.....                            | 5  |
| ARTICLE 9 NO STRIKE -- NO LOCKOUT.....                 | 5  |
| ARTICLE 10 COUNTY RIGHTS .....                         | 6  |
| ARTICLE 11 GRIEVANCE PROCEDURE (SEE APPENDIX A).....   | 7  |
| ARTICLE 12 SICK LEAVE .....                            | 7  |
| ARTICLE 13 RETIREE HEALTH BENEFIT .....                | 7  |
| ARTICLE 14 ABSENCE DUE TO DEATH IN FAMILY.....         | 9  |
| ARTICLE 15 VACATION.....                               | 10 |
| ARTICLE 16 HOLIDAYS.....                               | 11 |
| ARTICLE 17 OVERTIME COMPENSATION .....                 | 12 |
| ARTICLE 18 COMPENSATORY TIME OFF .....                 | 12 |
| ARTICLE 19 MILEAGE REIMBURSEMENT.....                  | 13 |
| ARTICLE 20 MEALS REIMBURSEMENT .....                   | 13 |
| ARTICLE 21 CALL BACK PAY .....                         | 13 |
| ARTICLE 22 STANDBY PAY .....                           | 13 |

Memorandum of Understanding  
County of Kings  
Kings County Detention Deputy Association

TABLE OF CONTENTS (cont'd)

|  |    |
|--|----|
| ARTICLE 23 FAMILY ILLNESS LEAVE.....                           | 14 |
| ARTICLE 24 UNIFORM ALLOWANCE.....                              | 14 |
| ARTICLE 25 DISABILITY INSURANCE (S.D.I.) .....                 | 15 |
| ARTICLE 26 HEALTH/DENTAL/OPTICAL PLAN .....                    | 15 |
| ARTICLE 27 EMPLOYEE ASSISTANCE PROGRAM .....                   | 16 |
| ARTICLE 28 RETIREMENT.....                                     | 16 |
| ARTICLE 29 BILINGUAL PAY .....                                 | 17 |
| ARTICLE 30 LAYOFF PRIVILEGES.....                              | 18 |
| ARTICLE 31 SALARY.....   | 18 |
| ARTICLE 32 TERM.....   | 19 |
| ARTICLE 33 BODY ARMOR.....                                     | 19 |
| ARTICLE 34 DISCIPLINE OF DETENTION OFFICERS .....              | 19 |
| ARTICLE 35 DIRECT DEPOSIT OF PAYROLL CHECKS.....               | 19 |
| ARTICLE 36 CANINE PAY .....                                    | 20 |
| ARTICLE 37 SHIFT ROTATION AND SELECTION .....                  | 20 |
| ARTICLE 38 DEFERRED COMPENSATION .....                         | 20 |
| ARTICLE 39 UNION INFORMATION FOR NEW EMPLOYEES .....           | 20 |
| APPENDIX A (GRIEVANCE PROCEDURE) .....                         | 22 |
| APPENDIX B (ADMINISTRATIVE APPEAL PROCEDURE) .....             | 25 |
| APPENDIX C (SIDE LETTER - ROUNDING RULES, APRIL 2015).....     | 26 |
| APPENDIX D (SIDE LETTER - ELIGIBLE LISTS, FEBRUARY 2017) ..... | 28 |

**ARTICLE 1      PREAMBLE**

Representatives of the County of Kings and representatives of the Kings County Detention Deputy Association have met and conferred in good faith and have mutually agreed as a result of that process to recommend to the Kings County Board of Supervisors and the membership of K.C.D.D.A. adoption of this Memorandum of Understanding and implementation of its terms and conditions of employment.

**ARTICLE 2      RECOGNITION**

Pursuant to the provisions of the County's Employer-Employee Relations Resolution, the County has recognized Kings County Detention Deputy Association, hereinafter shown as K.C.D.D.A., as the exclusive representative of all County Employees in the detention employees' bargaining unit excluding extra-help employees. Classifications included in the bargaining unit are:

- Detentions Technician I/II
- Senior Detentions Technician
- Senior Detentions Clerk
- Detentions Deputy I/II
- Detentions Deputy I - STC
- Senior Detentions Deputy
- Detentions Sergeant

**ARTICLE 3      PAYROLL DEDUCTION**

It is understood and agreed by the parties that, pursuant to Article III, Section 12, of the Employer-Employee Relations Policy, the Union has the right to payroll deduction of membership dues and insurance premiums upon written authorization by the affected employee. Such deductions shall be made bi-weekly and forwarded to the Union.

The County agrees to conduct an Agency Fee election upon submission of a petition by the Association indicating 30 percent of the membership is in favor.

**ARTICLE 4      FULL UNDERSTANDING**

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

**ARTICLE 5      CURRENT CHANGES IN TERMS AND CONDITIONS**

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

**ARTICLE 6      WAIVER OF APPEAL**

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

**ARTICLE 7      SAVINGS**

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

**ARTICLE 8      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 the Union may designate three (3) Association Board members who will be granted three (3) hours per month of release time with prior authorization to attend meetings of the K.C.D.D.A. These employees shall be released on the same day as designated by the Association. 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. An additional 80 hours annually may be shared for training association officers and Association Board members. The training will be authorized by the Association President and recommended to the department for approval. These hours will not accumulate from year to year.

**ARTICLE 9      NO STRIKE -- NO LOCKOUT**

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

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

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

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

The County shall not lockout employees.

## **ARTICLE 10      COUNTY RIGHTS**

Except as otherwise specifically provided in this Agreement, subject to the Meyers Milius Brown Act (MMBA), the County has and retains the sole and exclusive rights and functions of management, including, but not limited to, the following:

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

- o. To transfer work from one job to another or from one plant or unit to another.
- p. To introduce new, improved or different methods of operation or to change existing methods.
- q. To lay off employees from duty for lack of work, lack of funds or any other reason.
- r. To reprimand, suspend, discharge or otherwise discipline employees.
- s. To establish, modify, determine, or eliminate job classifications.
- t. To promulgate, modify and enforce work and safety rules and regulations.
- u. To take such other and further action as may be necessary to organize and operate the County in the most efficient and economical manner and in the best interest of the public it serves.
- v. To contract or subcontract construction, services, maintenance, distribution or any other work with outside public or private entities.

**ARTICLE 11      GRIEVANCE PROCEDURE (See Appendix A)**

**ARTICLE 12      SICK LEAVE**

- a. All regular full-time and regular part-time employees hired prior to September 1, 2000 shall be entitled to point zero-four-six-one-five-four (.046154) hours of sick leave with pay for each hour of the actual hours of regular employment.
- b. All regular full-time and regular part-time employees hired on or after September 1, 2000 will accrue sick leave as follows:

| Service<br>Hours | Hours<br>Earned | Sick leave earned at the rate<br>of (based on hours worked) |
|------------------|-----------------|---|
| 0 - 10,400       | 80 (10 days)    | .038462   |
| 10,401 - 20,800  | 88 (11 days)    | .042308   |
| 20,801 +         | 96 (12 days)    | .046154   |

**ARTICLE 13      RETIREE HEALTH BENEFIT**

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

- a) Employees hired after September 1, 2000, who have 5 years of Kings County continuous service immediately prior to retirement, are age 50 or older, and retire in good standing at the time of their separation from Kings County employment will receive a percentage of the dollar value of accrued sick leave (at time of retirement) put into an “account” to be used toward Kings County health insurance premiums, at a rate not to exceed the family option per month until the employee, and/or spouse if covered, is eligible for Medicare or the money runs out, whichever occurs first.

When an employee and/or spouse, if covered, reach Medicare eligibility the remaining money may be used for Medicare supplemental premiums until the money runs out. The retiree health benefit percentage shall be as follows:

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

To qualify for the retiree health benefit the employee and any dependents to be covered must be enrolled in the County’s existing health benefit plan at the time of the employee’s retirement from County service. Retiree health benefit payments may be used toward coverage for the employee’s dependents only as long as the dependent(s) is eligible for coverage under the plan, has not reached Medicare eligibility and, in the case of children, only to the age permitted under the plan contract as dependent children. If the employee dies after retirement (or while still employed in good standing) prior to Medicare eligibility and there is money remaining in the account, the employee’s covered dependent(s) may continue to use the account toward Kings County health insurance premiums or Medicare supplemental insurance premiums, if eligible as stated above. Any unused balance in the account remains the property of County.

- b) Employees hired prior to September 1, 2000, who separate in good standing shall be allowed a one time irrevocable election to decide whether to receive the retiree health benefit option (if eligible) or cash as follows:

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

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

- 1) Retiree health benefit option:  
To qualify for the retiree health benefit (non-cash) employees must have 5 years of Kings County continuous service immediately prior to retirement, 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 the employee elects the cash option, the employee will receive the benefit if the employee separates in good standing as a result of resignation, layoff, retirement or death.

#### **ARTICLE 14     ABSENCE DUE TO DEATH IN FAMILY**

Whenever any regular full-time or regular part-time employee is compelled to be absent from duty by death in the employee's immediate family, accumulated sick leave with pay, up to forty (40) regular working hours may be granted by the department head. Satisfactory proof of death may be required at the discretion of the department head for any use of bereavement leave.

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

- Children (or Legal Ward)
- Parents
- Grandchildren
- Grandparents
- Brothers
- Sisters
- Spouse

Whether by blood or marriage or adoption.

**ARTICLE 15      VACATION**

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:

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

- a) Employees hired prior to August 12, 2019:

| <u>Service Hours</u> | <u>Hours (days) Earned (based on 8 hr days)</u> | <u>Rate (based on hrs)</u> |
|----------------------|---|----------------------------|
| 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                    |

- b) Employees hired on or after August 12, 2019:

| <u>Service Hours</u> | <u>Hours (days) Earned (based on 8 hr days)</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                    |

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

| <u>Hours (days) Earned (based on 8 hr days)</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.

**ARTICLE 16     HOLIDAYS**

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

1.     The days established as holidays are:
  - January 1, New Year's Day
  - Third Monday in January, Martin Luther King Day
  - Third Monday in February, Presidents Day
  - Last Monday in May, Memorial Day
  - July 4, Independence Day
  - First Monday in September, Labor Day
  - November 11, Veterans Day
  - The day designated as Thanksgiving Day
  - The day following Thanksgiving Day
  - 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.
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 on 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 workweek 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 for such day had the day not been a holiday. It is the intent of this section to grant the same holidays or compensation therefor to all employees equally.
4.     When a holiday established by this article falls on a Saturday, the proceeding Friday shall be deemed to be the holiday in lieu of the day observed.
5.     When a holiday established by this article falls on a Sunday, the following Monday shall be deemed to be the holiday in lieu of the day observed.
6.     Only 8 hours of holiday pay is permitted on any one full-day holiday. Only 4 hours of holiday pay is permitted on any half-day holiday. If the regular day exceeds 8 hours and the employee does not work it, vacation or comp time must be used for the difference.
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.     An additional eight (8) hours shall be added, in a lump amount, to each covered employee's vacation account on or around the first full pay period

in July of every year. This time shall not become vested until added to the account.

**ARTICLE 17      OVERTIME COMPENSATION**

1. 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 work shift or an approved alternate longer regular work-shift. All employees shall receive FLSA overtime consistent with existing law.
2. For non-law enforcement personnel overtime shall be computed at a rate equal to one and one-half (1 and 1/2) times the employee's regular hourly rate for authorized hours worked in excess of forty (40) hours per work week. A workweek is defined as seven (7) consecutive calendar days, Monday through Sunday.
3. For law enforcement personnel (i.e. deputy classifications) overtime shall be computed at a rate equal to one and one-half (1 and 1/2) times the employee's regular hourly rate for authorized hours worked in excess of 80 in a 14 day work period.
4. 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.
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 work period in which it was earned, or accumulated to be taken off as compensatory time.

**ARTICLE 18      COMPENSATORY TIME OFF**

- A. Compensatory time is any time which may be taken off by an employee in lieu of cash payment for hours worked beyond the normal work period. Compensatory time is accrued at the same rate as overtime. All time to be taken as compensatory time is to be formally recorded. Compensatory time off shall be administered in the same manner as vacation time.
- B. When requesting time off, employees with eighty (80) hours or less accrued compensatory time may elect to use either accrued compensatory time or accrued vacation; however, employees with more than eighty (80) accrued hours compensatory time shall use compensatory time before using vacation time. Effective August 12, 2019, the maximum amount of accrued compensatory time shall not exceed 100 hours. Employees shall not request to accrue compensatory time that will cause them to exceed a 100 hour compensatory time balance. If an employee exceeds 100 hours accrued compensatory time,

the hours above 100 shall be cashed out upon notification to the Finance Department.

**ARTICLE 19      MILEAGE REIMBURSEMENT**

Employees may be required to use personal vehicles for travel in performance of their duties. In this case, the mileage shall be reimbursed at the current rate allowed by the U.S. Internal Revenue Service.

**ARTICLE 20      MEALS REIMBURSEMENT**

*(See Section 10-15 of Policy and Procedures Manual - listed for reference purposes only).*

Employees may be required to purchase meals while traveling in performance of their duties. Employees will be reimbursed based on Section 10-15 of the Policy and Procedure Manual.

**ARTICLE 21      CALL BACK PAY**

The County will compensate employees for a minimum of three (3) hours at the overtime rate when they are called back for active duty and have previously departed the worksite. 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 22      STANDBY PAY**

Upon ratification of contract, employees shall receive two dollars, (\$2.00) for each hour of formally assigned standby time. Standby time shall be defined as that time other than the normal duty shift during which an employee is required to remain available for call and ready for duty. Employees shall be assigned standby for no less than twelve (12) hours.

Employees in the Transportation Unit only shall receive two dollars and twenty-five cents (\$2.25) for each hour of formally assigned standby time.

Employees shall not receive standby pay for any hours the employee is paid to work, whether on a straight time or overtime basis.

**ARTICLE 23      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. {See Article 12 Sick Leave for sick leave accrual rates}

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

**ARTICLE 24      UNIFORM ALLOWANCE**

1. All employees required to wear a uniform by the County shall receive a uniform allowance paid directly to the employee. Initial uniform allowance paid to new employees shall be paid in a lump sum. 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:

|                              |         |
|------------------------------|---------|
| Detentions Deputy I/II       | \$850   |
| Detentions Deputy I – STC    | \$850   |
| Senior Detentions Deputy     | \$850   |
| Detentions Sergeant          | \$850   |
| Detentions Technician I/II   | \$200   |
| Senior Detentions Clerk      | \$200 * |
| Senior Detentions Technician | \$200   |

\* Effective July 29, 2019.

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

**ARTICLE 25     DISABILITY INSURANCE (S.D.I.)**

The County has contracted for State Disability Insurance for all employees. Premiums for this insurance are employee paid and all employees must participate.

**ARTICLE 26     HEALTH/DENTAL/OPTICAL PLAN**

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

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

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

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

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

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

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

## **ARTICLE 27      EMPLOYEE ASSISTANCE PROGRAM**

The County will contract for an employee assistance program (EAP) which will provide 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 26 shall advise the County on plan design and selection of providers.

## **ARTICLE 28      RETIREMENT**

### Miscellaneous Non-Safety Employees:

1. New Members – Employees hired on or after January 1, 2013 and designated as “new members” to CalPERS are eligible for the PERS 2% at 62 Miscellaneous Plan pursuant to AB 340/SB197 (Pension Reform Act 2013). 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 by the Pension Reform Act of 2013, are eligible for the 2% at 55 Miscellaneous Plan. These employees pay the entire



employee contribution of 7.0% of salary. Such payment shall vest to the employee.

- a) The 2% at 55 Plan has been modified to also include the following optional benefits: One-Year Final Compensation and Military Service Credit.
- b) The Miscellaneous Plan has also been modified as follows. Bargaining unit employees shall have, at their option, the ability to: (1) apply to PERS for retirement service credit for their unused sick leave balance, OR (2) the option to implement the applicable provisions of Article 13 above (Retiree Health Benefit).

#### Safety Employees:

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 Act of 2013). 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 by the Pension Reform Act of 2013, 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 and Military Service Credit.

#### **ARTICLE 29      BILINGUAL PAY**

Bilingual employees assigned to public or inmate contact positions shall be entitled to Level I Conversational bilingual compensation in the amount of \$25.00 per pay period where the use of bilingual skills constitutes at least fifty percent (50%) of their productive time. Employees shall be required to pass a department selected bilingual verbal proficiency examination. Bilingual employees assigned to public or inmate 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 at both levels, contact with inmates (including monitoring, detaining and transporting) that are monolingual in 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 fifty percent criterion is being met. For highly specialized or highly technical situations, or where the job knowledge is critical to ensuring that competent and accurate translation is available on an on call or as needed basis, and upon request of the Department, the County Administrative Officer may waive the percentage requirements. Employees receiving bilingual pay may be required to use their bilingual ability to assist other departments within the County. Regardless of certification, all employees shall use any language skills they possess to the best of their ability. The Sheriff 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 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      LAYOFF PRIVILEGES**

- A. At the employee's discretion, an employee affected by layoff may displace an employee in the Sheriff's Office in a class in which the affected employee previously held permanent status in the Sheriff's Office within the previous five years. An employee may only displace the least senior employee within the lower class. Seniority computation for displacement purposes is made on the same basis as for the original layoff.
  
- B. Any employee laid off shall be placed on a reinstatement list for two years, beginning the effective date of the layoff. Any employee reinstated must pass a fitness-for-duty examination and must meet the current standards of the classification. The employee on the reinstatement list has the responsibility to keep the County informed as to his/her current address. Failure to do so shall result in the loss of reinstatement rights.

### **ARTICLE 31      SALARY**

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

**ARTICLE 32     TERM**

Except where otherwise specifically stated herein, this agreement shall be effective for the period of December 31, 2018 through December 31, 2019.

**ARTICLE 33     BODY ARMOR**

1. The County will supply a sufficient number of stab vests for employees to use on an as needed basis.
2. The County will provide individual ballistic vests for all employees in the Detention Deputy II classification and above. These employees are entitled to receive a new ballistic vest every five years from the date of manufacture. These employees may choose either a Level II ballistic vest or a Level III bullet resistant vest. The vest shall meet the following criteria: a Level III, bullet resistant wrap around, fitted, with trauma plate and removable cover, or a Level II, ballistic vest, bullet, stab, and slash attack resistant from knives and similar close quarter weapons, wrap around, fitted, soft armor with trauma plate and removable cover.
  - a) Sheriff's Department procedure is to reimburse the employee in an amount equal to no more than the average cost of vests, as determined by the Sheriff or designee, which meets the criteria as defined in this article.
  - b) On replacement vests or for new employees, if the vest is purchased through a County vendor, the County will directly pay for the vest. If the employee chooses to use an alternate vendor or purchase a vest of a higher grade, the employee must pay the difference in cost.
3. Employees shall have their vest immediately available when on shift. Employees assigned to Transportation will be required to wear their vest.

**ARTICLE 34     DISCIPLINE OF DETENTION OFFICERS**

Whenever an employee in the classification of Detentions Deputy I, I-STC, II, Senior Detentions Deputy or Detentions Sergeant is subject of a disciplinary investigation, the Peace Officers Procedural Bill of Rights will apply (see Appendix B).

**ARTICLE 35     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 36     CANINE PAY**

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

**ARTICLE 37     SHIFT ROTATION AND SELECTION**

Shift will be rotated approximately every four (4) months. The County will strive to provide shift rotation in the months of January, May, and September. The County may delay or reschedule shift rotations due to operational or emergency reasons.

**ARTICLE 38     DEFERRED COMPENSATION**

Effective August 12, 2019, for every four (4) dollars contributed to the County contracted deferred compensation program by employees, the County shall contribute one (1) dollar to the employee's account, up to a maximum of one thousand dollars (\$1,000) per calendar year.

**ARTICLE 39     UNION INFORMATION FOR NEW EMPLOYEES**

It is understood that the County will not solicit members for the Union, nor recommend non-membership, but it is agreed that the County will inform all new bargaining unit members about the Recognized Employee Organization if membership materials (and copies) are supplied by the Union. The County will notify the union at least two (2) business days in advance of countywide new employee orientation meetings which include one or more employees in this Unit and will include their name and position title. A shorter notice may be provided in a specific instance where there is an urgent need critical to the employer's operations that was not reasonably foreseeable.



## Kings County Detention Deputy Association

### APPENDIX A KINGS COUNTY GRIEVANCE PROCEDURE

#### Grievance Procedure

This section deals with the County's grievance procedures 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.

#### Purpose

A mutual obligation exists between administrative, supervisory and non-supervisory employees of the County of Kings to provide efficient and continuous services 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.

#### Explanation of Rules

1. 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.
2. 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 filing of a grievance will not result in reprisal of any nature.
3. 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 One of the grievance procedure. This representation may commence when the grievance is presented in writing to the immediate supervisor, as provided in Step Two of the grievance procedure.
4. 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.
5. Certain time limits in the grievance procedure are designed to quickly settle a grievance. It is realized, however, that on occasions 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.
6. Failure of the aggrieved employee to file an appeal within the prescribed time limit for any step of the procedure shall constitute abandonment of the grievance. County management personnel involved shall abide by prescribed time limits.

Kings County Detention Deputy Association  
Appendix A  
Grievance Procedure

7. 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.
8. 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.
9. The parties may mutually agree to waive any step of the grievance procedure.

Definitions

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

1. Employee - An individual occupying a position allocated by the Board of Supervisors as part of the regular staffing of the department.
2. Immediate Supervisor - The individual who assigns, reviews or directs the work of an employee.
3. Superior - The individual to whom an immediate supervisor reports.
4. Representative - The person selected by the employee, to appear along with him/her in the presentation of his/her grievance.
5. Department Head - The administrative head of the department involved.
6. 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) A deviation from a policy; or,
  - b) The misinterpretation of a policy; or,
  - c) The misinterpretation or misapplication of a Statute, Ordinance or Resolution of the Board of Supervisors relating to the employment of the individual; or,
  - d) A violation of the Memorandum of Understanding.

Kings County Detention Deputy Association  
Appendix A  
Grievance Procedure

Procedural Steps

1. Step 1 - When an employee becomes aware that dissatisfaction exists with his/her work or work situation, he/she should discuss the matter informally with the immediate supervisor. Initial discussion should be sought by the employee not later than five 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 formal grievance procedure do not restrict the employee and supervisor from seeking advice and counsel from superiors and department heads when:
  - a) Mutually consented to by employee and supervisor.
  - b) It appears that settlement can be reached at this informal level.
2. 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.
3. Step 3 - If the written decision of the superior is unsatisfactory to the employee, the employee may request the grievance 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.
4. 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 Appeals Board for review. A hearing shall be scheduled within thirty (30) working days from the filing of the appeal unless extended for good cause.

Grievances Confidential

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



## Kings County Detention Deputy Association

### APPENDIX B KINGS COUNTY 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.

Kings County Detention Deputy Association

APPENDIX C  
 SIDE LETTER BETWEEN COUNTY OF KINGS (COUNTY) AND  
 THE DETENTIONS DEPUTY ASSOCIATION (DDA)  
 April 2015

The County and the DDA 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 DDA agree to abide by the rounding chart provided as follows in creating and applying work rules relative to rounding in the PeopleSoft Time and Labor module:

**Chart to convert Minutes to Tenths of an Hour**

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

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

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

FOR THE DDA:

FOR THE COUNTY:

***Original signatures kept on file***

**Kings County Detention Deputy Association**

**APPENDIX D**

LETTER OF AGREEMENT BETWEEN THE COUNTY OF KINGS  
AND  
KINGS COUNTY DETENTIONS DEPUTY ASSOCIATION (DDA)  
February 28, 2017

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

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

**4052 Number of Eligibles to be Certified to Permanent Positions**

**4052.1 To a One-Position Vacancy**

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

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

**4052.2 To Multiple Vacancies**

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

**4052.3 Incomplete Certification**

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

**4052.4 Resolving Ties**

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

Page 2

Letter of Agreement – DDA/County of Kings

Re: Chapter 4, Eligible Lists

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

Understood and agreed to:

FOR THE DDA:

FOR THE COUNTY:

***Original signatures kept on file***