

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

ENTERED INTO
July 11, 2019 to July 10, 2020

BY AND BETWEEN

AUTHORIZED REPRESENTATIVES OF
KINGS COUNTY
(hereinafter "County")

AND

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

MEMORANDUM OF UNDERSTANDING – PROSECUTORS ASSOCIATION

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>PAGE</u>
ARTICLE 1 - PREAMBLE	3
ARTICLE 2 - RECOGNITION.....	3
ARTICLE 3 - PAYROLL DEDUCTION	3
ARTICLE 4 - FULL UNDERSTANDING	3
ARTICLE 5 - CURRENT CHANGES IN TERMS AND CONDITIONS.....	3
ARTICLE 6 - FUTURE CHANGES IN TERMS AND CONDITIONS.....	3
ARTICLE 7 - WAIVER OF APPEAL.....	4
ARTICLE 8 - SAVINGS.....	4
ARTICLE 9 - UNION INFORMATION FOR NEW EMPLOYEES	4
ARTICLE 10 - NO STRIKE-NO LOCKOUT.....	4
ARTICLE 11 - COUNTY RIGHTS	5
ARTICLE 12 - GRIEVANCE PROCEDURE	6
ARTICLE 13 - SICK LEAVE	6
ARTICLE 14 - USE OF EMPLOYEE BENEFITS	7
ARTICLE 15 - VACATION.....	7
ARTICLE 16 – TERM LIFE/ACCIDENT INSURANCE	8
ARTICLE 17 – DEFERRED COMPENSATION	8
ARTICLE 18 - HOLIDAYS.....	8
ARTICLE 19 - MILEAGE REIMBURSEMENT.....	10

MEMORANDUM OF UNDERSTANDING – PROSECUTORS ASSOCIATION

TABLE OF CONTENTS
(continued)

<u>ARTICLE</u>	<u>PAGE</u>
ARTICLE 20 - FAMILY ILLNESS LEAVE.....	10
ARTICLE 21 - DISABILITY INSURANCE (S.D.I.)	10
ARTICLE 22 - HEALTH-DENTAL-OPTICAL PLAN.....	11
ARTICLE 23 – DIRECT DEPOSIT OF PAYROLL CHECKS.....	11
ARTICLE 24 - RETIREMENT.....	12
ARTICLE 25 - RETIREE HEALTH BENEFIT..	12
ARTICLE 26 - LAYOFF PRIVILEGES.....	14
ARTICLE 27 – LEGAL SPECIALIST CERTIFICATION PAY	14
ARTICLE 28 – SALARY	15
ARTICLE 29 – UNION ACCESS RULE	15
ARTICLE 30 – STEWARDS RELEASE TIME.....	15
ARTICLE 31 – TERM	15
 Appendix A: Bargaining Unit Classifications.....	 16
Appendix B: Side Letters:	
Timekeeping Rounding Rules – April 2015.....	17
Eligibility Lists – April 2018.....	18

ARTICLE 1 PREAMBLE

Representatives of the County of Kings and representatives of the Kings County Prosecutors Association (K.C.P.A.), have met and conferred in good faith and have mutually agreed as a result of that process to recommend to the Kings County Board of Supervisors and the General Membership of K.C.P.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 Number 69-95, and Chapter 10, Division 4 of the California Government Code (Section 3500 et seq.) the County has recognized K.C.P.A. as the exclusive representative of all County Employees in this bargaining unit.

ARTICLE 3 PAYROLL DEDUCTION

It is understood and agreed by the parties that, pursuant to Article III, Section 14 of the Employer-Employee Relations Policy, the 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.

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 FUTURE CHANGES IN TERMS AND CONDITIONS

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

ARTICLE 7 WAIVER OF APPEAL

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

ARTICLE 8 SAVINGS

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

ARTICLE 9 UNION INFORMATION FOR NEW EMPLOYEES

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

ARTICLE 10 NO STRIKE -- NO LOCKOUT

During the term of this Memorandum of Understanding, K.C.P.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.P.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.P.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.P.A. shall be grounds for Kings County to withdraw the Union's payroll deduction privilege.

The County shall not lockout employees.

ARTICLE 11 COUNTY RIGHTS

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

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

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

ARTICLE 12 GRIEVANCE PROCEDURE

Refer to Chapter 10 of the County Personnel Rules.

ARTICLE 13 SICK LEAVE

1. Accrual

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

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

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

Whenever any regular full-time or regular part-time employee is compelled to be absent from duty by death in the employee's immediate family,

accumulated sick leave with pay, up to forty (40) regular working hours may be granted upon the recommendation of the department head and approval of the Director.

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

- Children (including Legal Wards or guardians)
 - Parents
 - Grandchildren
 - Grandparents
 - Brothers
 - Sisters
 - Spouse or Registered Domestic Partner
- Whether by blood or marriage or adoption.

ARTICLE 14 USE OF EMPLOYEE BENEFITS

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

ARTICLE 15 VACATION

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

<u>Service Hours</u>	<u>Hours (days) Earned (based on hrs)</u>	<u>Rate (based on hours)</u>
0 - 4,160	80 (10 days)	0.038462
4,161 - 10,400	96 (12 days)	0.046154
10,401 - 20,800	120 (15 days)	0.057693
20,801 - 31,200	140 (17.5 days)	0.067308
31,201 +	160 (20 days)	0.076924

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

<u>Hours (days) 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.

3. In addition to the vacation accrual above, professional employees will be granted 80 hours of professional vacation time per fiscal year (effective FY 15-16). Employees may, at their option, sell back up to 80 hours of accrued professional vacation each fiscal year at their hourly rate of pay. This 80 hours is a separate leave benefit and not counted against the maximum vacation accrual established based on length of service. This leave will be tracked separately from the regular vacation accrual and will not carry over from year to year. If this time is not used by the end of the fiscal year, any remaining balance will be automatically cashed out to the employee.
4. Employees may, at their option, sell back 8 hours of accrued vacation each fiscal year, at their hourly rate of pay, to be contributed directly to the employee's choice of the County contracted deferred compensation programs. Employees must be eligible for vacation by virtue of completing an initial probationary period.
5. For purposes of payroll processing of vacation hours described above, the end of the fiscal year is defined as the last day of pay period 13 in any year.

ARTICLE 16 TERM LIFE/ACCIDENT INSURANCE

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

ARTICLE 17 DEFERRED COMPENSATION

For every four dollars contributed to the County contracted deferred compensation programs by employees, the County shall contribute one dollar to the employee's account, up to a maximum of one thousand seven hundred dollars (\$1,700) per calendar year. The maximum amount will increase from \$1,700 to \$2,500 effective January 1, 2015.

ARTICLE 18 HOLIDAYS

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

1. The days established as holidays are:
 - January 1, New Year's Day
 - Third Monday in January, Martin Luther King Day
 - Third Monday in February, Presidents Day
 - Last Monday in May, Memorial Day

July 4, Independence Day
First Monday in September, Labor Day
November 11, Veterans Day
The day designated as Thanksgiving Day
The day following Thanksgiving Day
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. 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.
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. 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.
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 service.
7. Notwithstanding anything in this Article to the contrary, extra help employees shall not be entitled to paid holidays.
3. 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 40 hours for 2019.

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 are 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 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 the agreement, the County has no intention of including the additional 12 hours in any potential future closures.

ARTICLE 19 MILEAGE REIMBURSEMENT

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

ARTICLE 20 FAMILY ILLNESS LEAVE

An employee shall be permitted to use in any calendar year the employee's accrued and available sick leave entitlement, in an amount not less than the sick leave that would be accrued during six months at the employee's then current rate of entitlement, to attend to an illness of a child, legal ward or guardian, parent, or spouse of the employee. 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 his or her child, parent or spouse. This article does not extend the maximum period of leave to which an employee is entitled under Section 12945.2 of the Government Code or under the Family Medical Leave Act of 1993, regardless of whether the employee receives sick leave compensation during that leave. (See Article 13 for sick leave accrual rates.)

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

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

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

ARTICLE 22 HEALTH/DENTAL/OPTICAL PLAN

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

- A) Effective 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	\$565.26
Two-Party	\$1029.16
Family	\$1548.58

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

ARTICLE 23 DIRECT DEPOSIT OF PAYROLL CHECKS

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

ARTICLE 24 RETIREMENT

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

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

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

ARTICLE 25 RETIREE HEALTH BENEFIT:

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

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

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

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

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

Service Hours	Percent of compensation (based on hrs)	OR	Percent of compensation (based on hrs)
	Cash		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, are age 50 or older, and retire in good standing at the time of separation from Kings County employment. A percentage of the dollar value of accrued sick leave (at time of retirement) will be put into an “account” to be used toward Kings County health insurance premiums. The employee and any dependents to be covered must be enrolled in the County’s existing health benefit plan at the time of the employee’s retirement in good standing from County service. Employees electing to utilize the retiree health benefit option must submit their election in writing to the County Department of Finance not later than 14 days prior after the effective date of retirement. If the employee elects the retiree health benefit option, the County will pay up to the family option per month toward the employee’s health insurance premium until the employee, and/or spouse if covered, is eligible for Medicare or the money runs out, whichever occurs first. Retiree health benefit

payments may be used toward coverage for the employee's dependents only as long as the dependent(s) is eligible for coverage under the plan; has not reached Medicare eligibility and, in the case of children, only to the age permitted under the plan contract as dependent children. When an employee and/or spouse, if covered, reach Medicare eligibility the remaining money may be used for Medicare supplemental premiums until the money runs out. If the retiree dies prior to Medicare eligibility and there is money remaining in the account, the employee's dependent(s) may continue to use the account, if eligible as stated above. In the event of death of an eligible employee (while still employed in good standing), the qualifying eligible dependent(s) shall make a determination of either cash or the retiree health benefit option within 30 days of the death of the employee.

2) Cash benefit option:

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

ARTICLE 26 LAYOFF PRIVILEGES

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

ARTICLE 27 LEGAL SPECIALIST CERTIFICATION PAY

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

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

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

ARTICLE 28 SALARY

All employees in classifications covered by this Agreement (see Appendix A) shall receive 3.0 range (approximately 3%) salary increase effective July 17, 2017 (PP16-2017) or upon ratification and adoption by the Board, whichever is later. In the second year of the agreement (FY18/19), shall receive a 2.5 range (approximately 2.6%) salary increase effective July 16, 2018 (PP16-2018).

ARTICLE 29 UNION ACCESS RULE

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

Access shall be restricted so as not to interfere with the normal operations of the Department or with established safety or security requirements. Union Representatives may not utilize employee only entrances and may be required to be escorted into various areas of work space at the discretion of the Department Head.

ARTICLE 30 STEWARDS RELEASE TIME

It is understood by the County and the Union that good organization, competent leadership, and well-informed representatives for both Management and Labor improve the employer-employee relationship and the communication process.

The Union may designate up to three representatives who shall be authorized to attend all negotiation meetings between the Union and County. One representative shall be authorized to attend meetings of the Health Insurance committee.

ARTICLE 31 TERM

Except where otherwise specifically stated herein, this agreement shall be effective for the period of July 11, 2019 through July 10, 2020.

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

K.C.P.A.
AUTHORIZED REPRESENTATIVES

By **Original signatures kept on file**

Steven Nguyen, President

By **Original signatures kept on file**

Melissa D'Morias, Vice-President

COUNTY OF KINGS
AUTHORIZED REPRESENTATIVES

By **Original signatures kept on file**

Leslie McCormick Wilson, HR Director

By **Original signatures kept on file**

Henie Ring, Principal Personnel Analyst

By **Original signatures kept on file**

Victoria Whipple, Personnel Analyst

APPENDIX A
CLASSIFICATIONS INCLUDED IN THE BARGAINING UNIT

Deputy District Attorney I
Deputy District Attorney II
Deputy District Attorney III
Deputy District Attorney IV

Attorney I – Child Advocacy
Attorney II – Child Advocacy
Attorney III – Child Advocacy
Attorney IV – Child Advocacy

Attorney I – Child Support
Attorney II – Child Support
Attorney III – Child Support
Attorney IV – Child Support

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

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

Chart to convert Minutes to Tenths of an Hour

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

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

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

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

4052 Number of Eligibles to be Certified to Permanent Positions

4052.1 To a One-Position Vacancy

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

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

4052.2 To Multiple Vacancies

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

4052.3 Incomplete Certification

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

4052.4 Resolving Ties

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

Page 2
Letter of Agreement – KCPA/County of Kings
Re: Chapter 4, Eligible Lists

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

Understood and agreed to:

FOR THE KCPA:

FOR THE COUNTY:

Original signatures kept on file