

Board Members

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



Staff

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

Board of Supervisors

Regular Meeting Agenda

Date: Tuesday, October 26, 2021
Time: 9:00 a.m.
Place: Board of Supervisors Chambers, Kings County Government Center
1400 W. Lacey Boulevard, Hanford, California 93230

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

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

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

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

<https://youtu.be/0IXTGeTbSw> or go to www.countyofkings.com and click on the "Join Meeting" link.

Members of the public who wish to comment may submit written comments on any matter within the Board's subject matter jurisdiction, regardless of whether it is on the agenda for the Board's consideration or action, and those comments will become part of the administrative record of the meeting. Comments will not be read into the record, only the names of who have submitted comments will be read into the record. Written comments received by the Clerk of the Board of Supervisors no later than 8:30 a.m. on the morning of the noticed meeting will be included in the record, those comments received after 8:30 a.m. will become part of the record of the next meeting. To submit written comments by email, please forward them to bosquestions@co.kings.ca.us or by U.S. Mail, please forward them to: Clerk of the Board of Supervisors, County of Kings, 1400 W. Lacey Blvd., Hanford, CA 93230.

I. 9:00 AM CALL TO ORDER
ROLL CALL – Clerk of the Board
INVOCATION –Pastor Pablo Rovere – First United Methodist Church
PLEDGE OF ALLEGIANCE

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

III. APPROVAL OF MINUTES
A. Report out of Closed Session from the regular meeting for October 19, 2021.
B. Approval of the minutes from the October 19, 2021 regular meeting.
C. Approval of the minutes from the October 19, 2021 special meeting.



IV.

CONSENT CALENDAR

A. County Counsel:

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

B. Human Services Agency:

1. Consider approving the Agreement with Evident Change to provide SafeMeasures, an internet reporting system, retroactively effective from October 1, 2021, to September 30, 2025.

C. Public Works Department:

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

D. Administration:

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

V.

REGULAR AGENDA ITEMS

A. Administration – Edward Hill

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

B. County Counsel – Diane Freeman

1. Consider adopting Ordinance No. 700 approving amendments to the Kings County Code of Ordinances repealing the descriptions of the boundaries of the five supervisorial districts in Kings County and providing that new boundaries will be adopted by Resolution.
2. Consider authorizing the Chairman to sign a letter to the California Redistricting Commission commenting on the proposed legislative district boundaries separating Kings and Tulare Counties and recommending changes.
3. Consider authorizing the Chairman to sign a letter to the U.S. Congress and Senate opposing the Sensible Taxation Equity Promotion Act.



C. Human Resources Department – Henie Ring

1. Consider authorizing the Human Resources Director and designated staff to sign the successor agreements with the Firefighters’ Association with a term ending June 30, 2023.
2. Consider authorizing the Human Resources Director and designated staff to sign the successor agreements with the Detentions Deputy Association with a term ending June 30, 2023.
3.
 - a. Consider adopting the Salary Resolution, which reflects recommended and previously authorized salary increases; and
 - b. Approve a 6 range (approximately 6%) equity adjustments to the following classifications in the General Unit: Juvenile Center Support Clerk, Juvenile Corrections Officers I, Juvenile Corrections Officer II, and Juvenile Corrections Officer III; and
 - c. Approve a 6 range (approximately 6%) equity adjustment for the following classification in the Supervisors Unit: Juvenile Corrections Officer IV.

D. Public Health Department – Darcy Pickens/Heather Silva

1. Receive an update on the local emergency in Kings County due to the imminent and proximate threat of exposure of COVID-19 on the residents of the County of Kings and take action as deemed necessary.

VI. BOARD MEMBER ANNOUNCEMENTS OR REPORTS

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

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

VII. CLOSED SESSION

- ♦ **Conference with Labor Negotiator/Meet and Confer: [Govt. Code Section 54957.6]**
Negotiators: Edward Hill, Larry Spikes, Henie Ring, Che Johnson of Liebert Cassidy Whitmore
 - Unrepresented Management
 - Blue Collar - SEIU
- ♦ **Significant Exposure to Litigation: 1 Case [Govt. Code Section 54956.9 (d)(2)(e)(3)]**

VIII. ADJOURNMENT

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

FUTURE MEETINGS AND EVENTS

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

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

Board Members

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Richard Valle, District 2
Doug Verboon, District 3
Craig Pedersen, District 4, Chairman
Richard Fagundes, District 5



Staff

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

Board of Supervisors

Regular Meeting Action Summary

Date: Tuesday, October 19, 2021
Time: 9:00 a.m.
Place: Board of Supervisors Chambers, Kings County Government Center
1400 W. Lacey Boulevard, Hanford, California 93230

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I. 9:00 AM CALL TO ORDER

ROLL CALL – Clerk of the Board

INVOCATION – Chaplain Mark Curts – Adventist Health

PLEDGE OF ALLEGIANCE

ALL MEMBERS PRESENT

II. UNSCHEDULED APPEARANCES

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

Carmen Diaz, representing In Home Supportive Services requested Board of Supervisors to consider a raise for workers and asked how the stimulus that other counties received was distributed for Kings County.

Romelia Solis, In Home Supportive Services (requested a translator) stated both Tulare and Fresno Counties have had wage increases and Kings is still the same.



Viridiana Perez stated In Home Supportive Services workers treat clients as family members, we are a community and we help each other out, we are requesting a raise.

Keith Fagundes, District Attorney gave an update on cases in court for his staff. He sent correspondence to County Administrative Office and the Board of Supervisors relating to topics in closed session today.

Esmerelda Chavez, Deputy Probation Officer stated the Probation Department is becoming a training department, there has not been a raise since 2017 and is asking for fair treatment and compensation.

Kelly Vernon, Chief Probation Officer, speaking in support of the Probation Officers Association, stated the costs incurred of fully onboarding and the amount of employees leaving, please give consideration.

Edward Hill, County Administrative Officer requested an additional item to be added to Closed Session, the County received a Notice of Violation from OSHA on Monday October 18 and only has five days to respond, Govt. Code Section 54956.9 (d)(2) and 54954.2 (b).

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

III. EMPLOYEE RECOGNITION – Edward Hill/Sande Huddleston

Presentation to Francesca Lizaola, Risk Technician, from Administration for being selected as Outstanding Employee of the 1st Quarter, 2021.

IV. APPROVAL OF MINUTES

A. Report out of Closed Session from the regular meeting for October 12, 2021.

EDWARD HILL, COUNTY ADMINISTRATIVE OFFICER STATED THAT THE BOARD TOOK NO REPORTABLE ACTION IN CLOSED SESSION ON OCTOBER 12, 2021.

B. Approval of the minutes from the October 12, 2021 regular meeting.

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

V. CONSENT CALENDAR

A. County Counsel:

1. Consider appointing Mike Sullivan and Carlo Wilcox to four-year terms as Trustees of the Tulare Lake Reclamation District No. 761 in lieu of election, with each to qualify, take office, and serve exactly as if elected at a general district election.

B. Human Services Agency:

1. a. Consider approving the Agreement with the California Department of Social Services for the provision of legal services for the Resource Family Approval program, retroactively effective from July 1, 2021, to June 30, 2024; and
b. Authorize the Human Services Agency Director to sign the Agreement. **[Agmt 21-134]**
2. Consider approving the Agreement with Reading and Beyond for employment and training program services, retroactively effective from October 1, 2021 to September 30, 2024. **[Agmt 21-135]**
3. Consider approving the Agreement with the University of California, Davis for the purpose of Eligibility Services, Supportive Services, Employment Services, Adult Protective Services, and Child Welfare Worker trainings. **[Agmt 21-136]**



C. Kings County Library:

1. a. Consider approving the Agreement with Farber Specialty Vehicles, Incorporated to purchase a vehicle for the mobile library unit; and **[Agmt 21-133]**
- b. Adopt the budget change. **(4/5 vote required)**
1. Consider adopting a Resolution proclaiming October 17-23, 2021 as Friends of Libraries week in Kings County. **[Reso 21-070]**

D. Public Health:

1. Consider authorizing the Chairman to sign the Fiscal Year 2021-2022 Maternal, Child and Adolescent Health Agreement Funding Application for programs serving low-income mothers and children. **[Agmt 21-137]**

E. Administration:

1. a. Consider authorizing the use of American Rescue Plan Act funding to pay for the \$500 lump-sum payments previously authorized for all permanent County employees, including elected officials and the Board of Supervisors; and
- b. Adopt the budget change. **(4/5 vote required)**
2. Consider adopting a Resolution approving the financing and the issuance of the bonds by the California Public Finance Authority for Pathways to College Properties, LLC. **[Reso 21-071]**
3. Consider approving the Agreement with Vanir Construction Management Incorporated for capital project management services for project HomeKey and Low Barrier Shelter Replacement, retroactively effective from October 1, 2021 to July 31, 2022. **[Agmt 21-138]**

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

VI.

REGULAR AGENDA ITEMS

A. Administration- Edward Hill

Waste Management – Bob Henry

1. Consider accepting the quarterly report from Chemical Waste Management.

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

B. County Counsel – Diane Freeman

1. Consider adopting Ordinance No. 700 approving amendments to the Kings County Code of Ordinances repealing the descriptions of the boundaries of the Five Supervisorial Districts in Kings County and providing that new boundaries will be adopted by Resolution. **[ORD 700]**

ACTION: APPROVED AS PRESENTED AND WAIVE THE FIRST READING: (DV, JN, RV, RF, CP - Aye)

C. Public Health Department – Darcy Pickens/Heather Silva

1. Receive an update on the local emergency in Kings County due to the imminent and proximate threat of exposure of COVID-19 on the residents of the County of Kings and take action as deemed necessary.

THE BOARD RECEIVED AN UPDATE AND NO OFFICIAL ACTION WAS TAKEN.

VII.

BOARD MEMBER ANNOUNCEMENTS OR REPORTS

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

Supervisor Verboon apologized for not being here last week due to a family emergency, he will also be out for the November 2 Board meeting.

Supervisor Neves stated that he recognized the National Friends of Library and acknowledged the Hanford Branch, he continues to announce for Lemoore High Football both JV and Freshman and fires the cannon for Varsity games, participated in Kings County Homeless Collaborative meeting, attended his class reunion, Wimpy's is now open in Lemoore and the Lemoore High Band received Top Honors at the Visalia Band Review.



Supervisor Valle thanked the Board of Supervisors for the Kettleman City Water Resolution. California is also going through Redistricting, there are two maps for Kings County Assembly District, which splits a portion of Kings County into different Assembly districts. In the currently proposed maps the City of Corcoran is split in half, he requested to keep Corcoran as one Assembly District. He requested Edward Hill to get maps to Board of Supervisors. County Counsel will draft a letter to be brought back on the October 26 meeting.

Supervisor Pedersen participated in the leadership call for National Association of Counties. There has been a lot of discussion about how to pay for the Human Infrastructure Bill of 3 ½ Trillion, they are proposing STEP – Sensible Tax and Equity Promotion which forces inheritors to retroactively pay taxes on farms and ranches. This bill will hurt our community and other farm and ranch communities in California and beyond. He will work with County Counsel to draft a letter in opposition for our next meeting.

- ♦ Board Correspondence: Edward Hill stated the Lemoore Cemetery District is recommending that the Board of Supervisors appoint Steve Avila to the Lemoore Cemetery District Board of Trustees.
- ♦ Upcoming Events: Edward Hill stated that Links for Life Pink Passion Picnic will be held on October 20, 2021 at 10:30 a.m. at the Hanford Civic Auditorium. He stated the Oktoberfest Beer Festival to benefit the Hanford Police K9 Foundation will be October 23, 2021 from 5:00 p.m. to 10:00 p.m. at the Hanford Civic Park. He stated that the United Cerebral Palsy Central California (UCPCC) Inaugural Cornhole Tournament will be held at Hanford Civic Auditorium on October 24, 2021 from 10:00 a.m. to 11:00 a.m. He stated that Howl-O-Ween Spooktacular hosted by Kings County Animal Services will be October 29, 2021 from 6:00 p.m. to 7:30 p.m. at 10909 Bonneyview Lane. He stated that the Battle of the Badges Blood Drive will be November 22, 2021 in the parking lot by Human Services beginning at 9 a.m.
- ♦ Information on Future Agenda Items: Edward Hill stated that the following items would be on a future agenda: Administration – Appointments to the Kings County Independent Solid Waste Hearing Panel, County Counsel – Resolution to Continue Teleconferenced Meeting Under the Provisions of AB 361, and Appointment of Trustees to the Wilbur Reclamation District No. 825, Fire – Corcoran State Prison Mutual Aid Agreement and Disadvantaged Business Enterprise Policy for Federal-Aid Projects, Health – COVID-19 update, Human Resources – MOU with Firefighters' Association, MOU with Detentions Deputies' Association and updated Salary Resolution, Human Services Agency – an Agreement with Evident Change for SafeMeasures, and internet reporting system, Public Works – Disadvantaged Business Enterprise (DBE) Policy for Federal-Aid Project, Surplus Vehicle/Equipment Declaration, Purchase of Flat-Rack, Wheel Loader, and Tractor.

VIII.

CLOSED SESSION

- ♦ Conference with Real Property Negotiator: 1 Case [Govt. Code Section 54956.8]
Property: 1222 W. Lacey Blvd., Hanford, CA 93230
Negotiation Parties: Edward Hill/Domingo Cruz/Diane Freeman
- ♦ Conference with Labor Negotiator/Meet and Confer: [Govt. Code Section 54957.6]
Negotiators: Edward Hill, Larry Spikes, Henie Ring, Che Johnson of Liebert Cassidy Whitmore
 - Prosecutor's Association
 - Blue Collar - SEIU
 - Probation Officer's Association
- ♦ Significant Exposure to Litigation: 2 Cases [Govt. Code Section 54956.9 (d)(2)(e)(3)]
- ♦ Significant Exposure to Litigation: 2 Cases [Govt. Code Section 54956.9 (d)(1)]

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



IX. ADJOURNMENT

A Special Meeting will be held on Tuesday, October 19, 2021 at 1:30 p.m. (see separate agenda for information).

The next regularly scheduled meeting will be held on Tuesday, October 26, 2021 at 9:00 a.m.

X. 11:00 AM CALIFORNIA PUBLIC FINANCE AUTHORITY REGULAR MEETING

<i>FUTURE MEETINGS AND EVENTS</i>		
October 26	9:00 AM	Regular Meeting
November 2	9:00 AM	Regular Meeting
November 3	6:30 PM	Fourth Public Hearing - Redistricting
November 9	9:00 AM	Regular Meeting
November 9	1:30 PM	Special Meeting/Department of Finance Interviews – Closed Session
November 16	9:00 AM	Regular Meeting
<i>Agenda backup information and any public records provided to the Board after the posting of the agenda will be available for the public to review at the Board of Supervisors office, 1400 W. Lacey Blvd, Hanford, for the meeting date listed on this agenda.</i>		

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Craig Pedersen, District 4, Chairman
Richard Fagundes, District 5



Staff

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

Board of Supervisors

Special Meeting Action Summary

Date: Tuesday, October 19, 2021
Time: 1:30 p.m.
Place: Board of Supervisors Chambers, Kings County Government Center
1400 W. Lacey Boulevard, Hanford, California 93230

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I. 1:30 PM CALL TO ORDER
ROLL CALL – Clerk of the Board
All Members Present

II. UNSCHEDULED APPEARANCES
Any person may directly address the Board at this time on any item on the agenda, or on any other items of interest to the public, that is within the subject matter jurisdiction of the Board. Two (2) minutes are allowed for each item. None

III. CLOSED SESSION
♦ **Personnel Matter: [Govt. Code Section 54957]**
Public Employee Appointment: County Counsel



IV. ADJOURNMENT

The next regularly scheduled meeting is scheduled for October 26, 2021, at 9:00 a.m.

<i>FUTURE MEETINGS AND EVENTS</i>		
October 26	9:00 AM	Regular Meeting
November 2	9:00 AM	Regular Meeting
November 3	6:30 PM	Fourth Public Hearing - Redistricting
November 9	9:00 AM	Regular Meeting
November 9	1:30 PM	Special Meeting/Director of Finance Interviews – Closed Session
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COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM October 26, 2021

SUBMITTED BY: County Counsel – Diane Freeman

SUBJECT: RESOLUTION TO CONTINUE TELECONFERENCED MEETINGS UNDER
THE PROVISIONS OF ASSEMBLY BILL 361

SUMMARY:

Overview:

On October 5, 2021, the Board of Supervisors began holding public meetings under the abbreviated teleconference provisions of Assembly Bill (AB) 361. To continue holding teleconferenced meetings under these provisions, the Board must find within thirty (30) days and every thirty (30) days there after that the conditions necessary to invoke such provisions continue to exist.

Recommendation:

Adopt a Resolution making the findings required by Assembly Bill 361 to continue meeting under its abbreviated teleconferencing provisions.

Fiscal Impact:

None.

BACKGROUND:

On March 4, 2020, Governor Newsom proclaimed a State of Emergency in response to the COVID-19 pandemic. Thereafter, he issued Executive Orders N-29-20 and N-08-21 collectively suspending the teleconferencing rules set forth in Government Code Section 54950 et seq. (the "Brown Act") provided certain requirements were met. N-29-20 and N-08-21 expired on September 30, 2021.

On September 16, 2021, Governor Newsom signed into law AB 361, which provides that a legislative body subject to the Brown Act may continue to meet after September 30, 2021 without fully complying with the
(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

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

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

RESOLUTION TO CONTINUE TELECONFERENCED MEETINGS UNDER THE PROVISIONS OF ASSEMBLY BILL 361

October 26, 2021

Page 2 of 2

Brown Act's teleconferencing rules provided there continues to be a proclaimed state of emergency and either: (1) State or local officials have imposed or recommended measures to promote social distancing; or (2) the legislative body determines that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

On September 22, 2021, the County's Public Health Officer, Dr. Milton Teske, issued a recommendation which remains in effect that all county public meetings be allowed to continue to operate and carry on their business in the same manner as they are currently doing in response to COVID-19, including the option to meet remotely. His recommendation is made due to the continued threat of COVID-19 to the community, the unique characteristics of public governmental meetings, and the continued increased safety protection that social distancing provides as one means by which to reduce the risk of COVID-19 transmission.

On October 5, 2021, the Board of Supervisors began holding public meetings under the abbreviated teleconference provisions of AB 361. To continue holding teleconferenced meetings under these provisions, the Board must find within thirty (30) days and every thirty (30) days there after that the conditions necessary to invoke such provisions continue to exist. These findings include:

- (A) The legislative body has reconsidered the circumstances of the state of emergency; and
- (B) Any of the following circumstances exist:
 - (i) The state of emergency continues to directly impact the ability of the members to meet safely in person; or.
 - (ii) State or local officials continue to impose or recommend measures to promote social distancing.

BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF KINGS, STATE OF CALIFORNIA

* * * * *

IN THE MATTER OF CONTINUED
TELECONFERENCED MEETINGS
UNDER THE PROVISIONS OF AB 361/

RESOLUTION NO. 2021-

WHEREAS, on March 4, 2020, Governor Newsom issued a Proclamation of State of Emergency in response to the COVID-19 pandemic; and

WHEREAS, on March 17, 2020, Governor Newsom issued Executive Order N-29-20 that suspended the teleconferencing rules set forth in the California Open Meeting law, Government Code section 54950 et seq. (the “Brown Act”), provided certain requirements were met and followed; and

WHEREAS, on June 11, 2021, Governor Newsom issued Executive Order N-08-21 that clarified the suspension of the teleconferencing rules set forth in the Brown Act, and further provided that those provisions would remain suspended through September 30, 2021; and

WHEREAS, on September 16, 2021, Governor Newsom signed AB 361 that provides that a legislative body subject to the Brown Act may continue to meet without fully complying with the teleconferencing rules in the Brown Act when there is a proclaimed state of emergency and either state or local officials have imposed or recommended measures to promote social distancing, or the legislative body determines, by majority vote, that as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees; and

WHEREAS, Governor Newsom’s Proclamation of State of Emergency due to COVID-19 continues in effect; and

WHEREAS, on September 22, 2021, the County’s Public Health Officer, Dr. Milton Teske, recommended that all County public meetings be allowed to continue to operate and carry on their business in the same manner as they are currently doing, including the option to meet remotely, due to the increased safety protection that social distancing provides as a means to reduce the risk of COVID-19 transmission; and

WHEREAS, the Board held its first teleconferenced meeting pursuant to AB 361 on October 5, 2021; and

WHEREAS, to continue meeting via teleconference under the abbreviated teleconferencing procedures of AB 361, the Board must make findings no later than 30 days after the first teleconferenced meeting, and every 30 days thereafter, that the conditions necessary to hold teleconferenced meetings under AB 361 continue to exist.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Kings:

1. The recitals set forth above are true and correct.
2. The Board finds:
 - a. It has reconsidered the circumstances of the COVID-19 state of emergency, which continues to exist; and
 - b. State or local officials continue to impose or recommend measures to promote social distancing;
3. These findings apply to all County of Kings related legislative bodies subject to the Brown Act, including but not limited to, Board standing committees, the Planning Commission, the Board of Equalization, and all other committees and commissions established by the County Code or Board of Supervisors and subject to the Brown Act;
4. Staff is directed to return no later than thirty (30) days after the adoption of this resolution with an item for the Board to again consider making the findings required by AB 361 in order to continue meeting under its provisions.

The foregoing Resolution was PASSED AND ADOPTED upon motion by Supervisor _____, seconded by Supervisor _____, at a regular meeting held on the 26th day of October, 2021, by the following vote:

AYES: Supervisors
NOES: Supervisors
ABSENT: Supervisors
ABSTAIN: Supervisors

By: _____
Chairperson of the Board of Supervisors
County of Kings, State of California

WITNESS my hand and seal of said Board of Supervisors this 26th day of October, 2021.

By: _____
Clerk of the Board of Supervisors



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM October 26, 2021

SUBMITTED BY: County Counsel – Diane Freeman

SUBJECT: APPOINTMENT OF TRUSTEES TO THE WILBUR RECLAMATION DISTRICT
NO. 825 IN LIEU OF ELECTION

SUMMARY:

Overview:

The Wilbur Reclamation District No. 825 has requested the Kings County Board of Supervisors appoint two (2) Trustees to its District Board in lieu of election pursuant to the provisions of Water Code Section 50740 et seq.

Recommendation:

Appoint R. Patrick McCarthy and Craig Andrew to four-year terms as Trustees of the Wilbur Reclamation District No. 825 in lieu of election, with each to qualify, take office, and serve exactly as if elected at a general district election.

Fiscal Impact:

None.

BACKGROUND:

Pursuant to Water Code Section 50740 et seq., when the number of persons filing nomination petitions for election as trustee of a reclamation district does not exceed the number of offices to be filled, the Board of Supervisors must appoint the candidate(s) in lieu of holding the election. The general manager of Wilbur Reclamation District No. 825 ("District") has certified the District is conducting an election for two (2) trustees and that only two (2) persons, incumbents R. Patrick McCarthy and Craig Andrew, have filed nomination petitions seeking office. Accordingly, the District requests that the Kings County Board of Supervisors appoint Mr. McCarthy and Mr. Andrew in lieu of election. Pursuant to Water Code Section 50742, the appointees shall qualify, take office, and serve exactly as if elected at a general district election.

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

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

CATHERINE VENTURELLA, Clerk of the Board

By _____, Deputy.

Wilbur Reclamation District

944 Whitley Ave, Suite B
Corcoran, CA 93212

Filed with the Kings County
Clerk of the Board

OCT - 6 2021

Received by:

Board of Trustees
R. Patrick McCarthy, President
Carlo Wilcox, Trustee

District Staff
Mark Grewal, General Manager/Secretary

September 28, 2021

Catherine Venturella (Catherine.Venturella@co.kings.ca.us)
Clerk of the Board
Kings County Board of Supervisors
1400 W. Lacey Boulevard
Hanford, CA 93230

Re: Appointment of Trustees of Reclamation District No. 825 In Lieu of Election

Dear Madam Clerk:

On September 2, 2021, Wilbur Reclamation District No. 825 ("RD 825") published notice in the *Corcoran Journal* of the 2021 election, notifying the public that RD 825 would elect two trustees to terms of four years on November 9, 2021. Nomination petitions were due on September 16, 2021 at 5:00 p.m. I hereby certify that, to date, only one completed petition has been received, for R. Patrick McCarthy. Under Water Code section 50740, when "the number of nominees does not exceed the number of trustees to be elected and if a petition signed by 5 percent of the voters requesting that the election be held has not been presented to the board, an election shall not be held." No such petition has been made. Therefore, under Water Code sections 50741-42, "the board of supervisors shall appoint those nominated for the positions of trustee," and for the second position, for which no completed petition was received, the "board of supervisors shall appoint any qualified person or persons." The District recommends and requests that the Board of Supervisors appoint Craig Andrew for that position. Mr. Andrew represents Sandridge Partners, which is the only landowner in RD 825 and therefore the only entity whose representatives are qualified to sit on the RD 825 Board under Water Code section 50014. In compliance with Water Code section 50741, notice will be published in the *Corcoran Journal* on October 7, 2021, in the form attached hereto.

Therefore, I hereby request that the Board of Supervisors, at its meeting on October 12, 2021, appoint R. Patrick McCarthy and Craig Andrew as Trustees of RD 825 for a four-year term ending in 2025. Feel free to contact me if you have any questions.

Sincerely,



Mark Grewal
General Manager

Enclosures

Wilbur Reclamation District #825

We respectfully request the following individuals be appointed to the board in lieu of an election:

- R. Patrick McCarthy
280 Jespersen Lane
San Luis Obispo, CA 93401
- Craig Andrew
7812 Lovetta Drive
Bakersfield, CA 93308

NOTICE OF APPOINTMENTS IN LIEU OF ELECTION

(Water Code section 50741)

W.H. Wilbur Reclamation District No. 825

Notice is hereby given that, pursuant to Water Code section 50740, the general district election scheduled for Nov 9, 2021 and previously noticed in this publication on Sept 2, 2021 will not take place. As of the nomination petition deadline of Sept 16, 2021 at 5:00 p.m., only one completed nomination petition has been received for the two available trustee positions. The District has requested that the Board of Supervisors appoint the nominated individual and one other eligible individual under Water Code sections 50741-42. The Board of Supervisors will make the appointments at a public meeting following publication of this notice.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM October 26, 2021

SUBMITTED BY: Human Services Agency – Sanja Bugay/Monica Connor

SUBJECT: AGREEMENT WITH EVIDENT CHANGE FOR SAFEMEASURES, AN
INTERNET REPORTING SYSTEM

SUMMARY:

Overview:

The Human Services Agency (HSA) is requesting approval of an agreement with Evident Change, formerly National Council on Crime and Delinquency, for SafeMeasures, an internet reporting system. HSA accesses SafeMeasures for the development of custom reports to be used for advanced Child Welfare data analysis. HSA has held ongoing contractual agreements with National Council on Crime and Delinquency for SafeMeasures beginning in October 2005.

Recommendation:

Approve the agreement with Evident Change to provide SafeMeasures, an internet reporting system, retroactively effective from October 1, 2021, to September 30, 2025.

Fiscal Impact:

There will be no impact to County General Fund with this agreement. The maximum amount of this agreement for Fiscal Year (FY) 2021-2022 through FY 2024-2025 is \$50,047. The amount of the agreement will be offset with realignment funds, as well as federal and state Child Welfare funds. Sufficient appropriations and revenues for this contract are included in the Department's FY 2021-2022 Adopted Budget in Budget Unit 510000 (Human Services Administration), Account 92058 (Rents & Leases - Software).

BACKGROUND:

On December 13, 2005, the Board approved a contract (Agreement #05-165) with the National Council on

(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

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

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

AGREEMENT WITH EVIDENT CHANGE FOR SAFEMEASURES, AN INTERNET REPORTING SYSTEM

October 26, 2021

Page 2 of 3

Crime and Delinquency (NCCD) for SafeMeasures software to aid HSA with achieving positive outcomes for the families it serves and maintaining compliance with practice standards required by the federal and state governments. On October 2, 2007, the Board approved a renewal agreement (Agreement # 07-117) for continued access to the SafeMeasures software. Between the 2007 contract and the current contract, the agreements have been procured through the Purchasing Department according to County Purchasing policy guidelines.

Pursuant to Assembly Bill 636 (AB 636), the California Department of Social Services (CDSS) developed and established an outcomes-based review system, the California-Child and Family Services Review (C-CFSR). AB 636 requires counties in the state of California to conduct comprehensive self-assessments of their child welfare services based on quantitative data collection and analysis, perform regular Peer Quality Case Reviews, qualitatively evaluate local practice, and implement a System Improvement Plan (SIP) aimed at enhancing the provision of these services. AB 636 not only provides a framework for measuring and monitoring the process of child welfare services, but also for its results. Utilization of evidence-based research to develop and modify service enhancement plans is the most effective way to assure provision of child welfare services focuses on the safety, permanence, and well-being of children. It is also the most effective way to bring child welfare practice in line with federal and state mandates measuring positive outcomes for children and families.

Child welfare services uses the Child Welfare Services/Case Management System (CWS/CMS), a mandatory statewide database implemented by the CDSS in 1997 to automate the case management, services planning, and information gathering functions of counties' child welfare programs. Program management reports are available through CWS/CMS; however, the reports do not yield management information at a county or case specific level. CWS/CMS is a state database that cannot be modified to provide customized reports.

Developed and operated by Evident Change, formerly the NCCD, SafeMeasures is a quality assurance internet reporting service that extracts and links data from CWS/CMS to key child welfare performance standards. SafeMeasures captures County of Kings specific data in a format that assists Department managers and supervisors in ensuring service expectations are met and children receive timely services. Data on key indicators tied to federal outcome measures that include safety, permanency and well-being are also available through SafeMeasures. SafeMeasures provides daily case level data extracts from CWS/CMS.

SafeMeasures is a subscription-based service that permits the agency to monitor service delivery activity by navigating an extensive set of reports presented in graph and chart format. These reports will permit us to estimate current workload demand, plan more effective service interventions and monitor certain performance indicators established by state or federal regulatory requirements. SafeMeasures includes case-level quality control displays, which the agency can employ to improve compliance with state or federal performance audits.

HSA is requesting to approve an agreement with Evident Change, formerly NCCD, for SafeMeasures, an internet reporting system, to continue the use of this software in the Child Welfare program. This newly requested agreement spans from October 2021 through September 2025 with a total budget of \$50,047 over the course of four years.

Agenda Item

AGREEMENT WITH EVIDENT CHANGE FOR SAFEMEASURES, AN INTERNET REPORTING SYSTEM

October 26, 2021

Page 3 of 3

The Purchasing Manager has approved a Sole Source Justification Request for this contractor.

The Information Technology Security and Compliance Administrator has reviewed and approved the agreement.

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

COUNTY OF KINGS

AGREEMENT FOR SERVICES

THIS AGREEMENT is made and entered into on _____, 2021, between the County of Kings, a political subdivision of the State of California ("County") and Evident Change, a not-for-profit corporation, organized under the laws of the State of New York ("Contractor") (collectively the "Parties," singularly a "Party").

RECITALS

WHEREAS, County requires case-level child welfare reporting capabilities and interactive management reports; and

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

NOW, THEREFORE, the Parties agree as follows:

1. SCOPE OF SERVICES

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

2. RESPONSIBILITIES OF CONTRACTOR

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

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

3. COMPENSATION

County shall pay Contractor as set forth in **Exhibit B**. Contractor is not entitled to any additional consideration, compensation or other remuneration under this Agreement except as set forth in **Exhibit B**.

All funds provided under this Agreement must be completely expended by September 30, 2025. County's obligation to make payments to Contractor is contingent upon receipt of Federal and State funds. Both program activities and funding allocations are subject to immediate reduction or termination in the event of the reduction or termination of funding or authorization.

Contractor shall submit its billing to County in a format specified by County and documented in such reasonable detail, as the County's Auditor requires to establish the funds were expended for the intended purposes of this Agreement. Software license fees are billed yearly in advance.

Upon receipt and approval of the annual invoice, County shall remit to Contractor the amount of allowable reimbursement costs incurred in the performance of this Agreement. Each invoice must include a description of services rendered, to whom, date of service and charges according to the agreed upon method. County shall pay Contractor within thirty (30) calendar days' after timely receipt of the invoice.

County shall remit final payment upon receipt of the reconciled expenditure and statistical reports for the period ending September 30, 2025. Final billing for all costs of this Agreement must be submitted before October 10, 2025. The County may withhold final payment until the date of completion of any necessary termination audit.

Contractor is responsible for the repayment of all audit exceptions resulting from audits performed by the County, state or federal government related to this Agreement.

Invoices and audits shall be submitted electronically to the following email address:

HSA.Contracts@co.kings.ca.us

Contractor shall support its costs by backing up invoices with properly executed payrolls, time records, attendance records, invoices, contracts, detailed general ledgers, vouchers, orders or any other documents pertaining in whole or in part to this Agreement.

4. TERM

This Agreement commences on October 1, 2021, and terminates on September 30, 2025, unless otherwise terminated in accordance with its terms.

5. RECORDS AND INSPECTIONS

Contractor shall maintain full, complete, and accurate records with respect to all matters covered under this Agreement. All such records shall be prepared in accordance with generally accepted accounting procedures, shall be clearly identified, and shall be

kept readily accessible. County shall have free access during normal work hours to such records and the right to examine, inspect, copy, or audit them, at no cost to County. Records shall be maintained for seven (7) years after the termination of this Agreement or any extension of this Agreement.

6. AMENDMENTS

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

Any proposed increase in a single line item up to 10% of the original line item amount must be approved by the Director of the Human Services Agency or her designee. Any such Director approved modification shall not exceed the amount set forth in Section 3.

7. TERMINATION

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

A. Without Cause. Either Party may terminate this Agreement without cause by giving the other Party thirty (30) calendar days' written notice of its intention to terminate pursuant to this provision, specifying the date of termination. If the County's funding for services under this Agreement becomes unavailable, the County may terminate this Agreement effective immediately.

B. With Cause. This Agreement may be terminated by either Party should the other Party materially breach its duties or responsibilities hereunder. Upon determining a material breach has occurred, the non-defaulting Party shall provide written notice to the defaulting Party of its intention to terminate this Agreement and inform the defaulting Party whether the breach is able to be cured or not.

1) Breach Subject to Cure. Unless otherwise specifically noted in the Notice of Default, all Notices of Breach shall be deemed subject to this provision. If the non-defaulting Party deems the breach of a nature subject to cure, said Party shall allow the defaulting Party a period of at least ten (10) calendar days to cure the breach. If the breach is not remedied within the period specified in the Notice of Default, the non-defaulting Party may terminate the Agreement upon further written notice specifying the date of termination.

a. In the event the nature of the breach requires more time than allowed in the Notice of Default to cure, the defaulting Party may submit a written

proposal to the non-defaulting Party within that period, in which said Party sets forth a specific plan to remedy the default and a date certain for completion. If the non-defaulting Party agrees to the proposed plan in writing, the defaulting Party shall immediately commence curing the breach. If the defaulting Party fails to cure the breach within the time agreed upon by the Parties, the non-defaulting Party may terminate the Agreement either immediately or on a date provided in the Notice of Default or provide the defaulting Party additional time to cure the breach.

b. Alternatively, the County may elect to cure the default and any expense incurred as a result thereof shall be borne by the Contractor.

2) Breach Not Subject to Cure. If the non-defaulting Party deems the breach is of such a nature as it is not subject to or is incapable of being cured, it shall provide a Notice of Default to the defaulting Party of its intent to terminate this Agreement, in which it shall include a date upon which the Agreement terminates.

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

D. Forbearance Not to be Construed as Waiver of Breach or Default. In no event shall any act of forbearance by either Party of previous acts by the other Party that constitute a breach or default of the Party's obligations under this Agreement shall not act as a waiver of the Parties' right to assert a breach or default of this Agreement has occurred, nor shall such act impair or prejudice any remedy available to the non-breaching Party with respect to the breach or default.

8. INSURANCE

A. Requirement to Obtain, Maintain, and Deliver Proof of Insurance Prior to Execution of the Agreement or Commencement of Work. Without limiting the County's right to obtain indemnification from Contractor or any third parties, prior to the commencement of work or execution of this Agreement, Contractor shall purchase and maintain the following types of insurance for the minimum limits indicated below throughout the term of this Agreement. Contractor shall provide an Endorsed Additional Insured page from Contractor's Insurance Carrier to the County's Risk Manager guaranteeing such coverage to the County prior to the execution of this Agreement. Contractor shall deliver proof of insurance and all endorsements in accordance with this Agreement's Notice Section, or as otherwise agreed between the Parties. Failure to obtain, maintain, or provide proof of insurance coverage is a material breach of this Agreement and may result in the immediate suspension or termination of this Agreement for cause, in addition to any other remedies the County may have under the law.

B. Endorsement of Policies. Contractor shall cause each policy outlined below to be endorsed designating the County and its Board members, officials, officers, employees, and agents as additional insureds, using ISO form CG 20 26 or an alternate form that is at least as broad as form CG 20 26, as to any liability arising from the performance of this Agreement.

C. Waiver of Subrogation Rights against the County. To the extent possible, each insurance policy must include a waiver of the insurer's subrogation rights against the County.

D. Insurance Limits. Contractor shall obtain the required insurance policies for the amounts set forth below, unless otherwise approved by the County's Risk Manager in writing prior to the execution of this Agreement.

1. Commercial General Liability. Two Million Dollars (\$2,000,000) per occurrence and Five Million Dollars (\$5,000,000) annual aggregate covering bodily injury, personal injury and property damage.

2. Automobile Liability. Comprehensive Automobile Liability Insurance with limits for bodily injury of not less than Five Hundred Thousand Dollars (\$500,000) per person, One Million Dollars (\$1,000,000) per accident, and not less than One Hundred Thousand Dollars (\$100,000) for property damages, or such coverage with a combined single limit of One Million Dollars (\$1,000,000). Coverage should include owned and non-owned vehicles used in connection with this Agreement.

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

4. Professional Liability. One Million Dollars (\$1,000,000) limit per occurrence or claim and Three Million Dollars (\$3,000,000) annual aggregate limit covering Contractor's wrongful acts, errors, and omissions.

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

F. Notice of Cancellation to the County and Payment of Premiums. Contractor shall cause each of the above insurance policies to be endorsed to provide the County with thirty (30) days' prior written notice of cancellation. The County is not liable for the payment of premiums or assessments on the policy. No cancellation provisions in the insurance policy shall be construed in derogation of the continuing duty of the Contractor to furnish insurance during the term of this Agreement.

9. INDEMNIFICATION

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

B. Other than in the performance of professional services and to the full extent permitted by law, Contractor shall indemnify, defend, and hold harmless County, and any and all of its Board members, officials, employees, and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel's fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, any act, omission, fault or negligence, whether active or passive, by Contractor or by any individual or entity for which Contractor is legally liable, including, but not limited to, officers, agents, employees, or subcontractors of Contractor.

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

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

10. INDEPENDENT CONTRACTOR

Contractor is an independent contractor and not an agent, officer or employee of County. This Agreement is by and between two (2) independent contractors and is not intended to, and shall not be construed to create, the relationship of agent, servant, employee, partnership, joint venture or association.

///

11. COMPLIANCE WITH LAW

Contractor shall comply with the provisions of this Agreement and all federal, state and local laws and regulations applicable to its performance including, but limited to, Government Code section 8350 *et seq.* regarding a drug free workplace and all health and safety standards set forth by the State of California and County.

Contractor shall execute and comply with the Assurance of Compliance with County – Non Discrimination, attached as **Exhibit C**.

Contractor shall comply with all state and federal confidentiality laws including, but limited to, the Health Insurance Portability and Accessibility Act (“HIPAA”) and its regulations as amended. Contractor shall execute and comply with the HIPAA Business Associate Agreement attached as **Exhibit D**.

12. CONFIDENTIALITY

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

13. CONFLICT OF INTEREST

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

14. NONDISCRIMINATION

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

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

15. SUBCONTRACTORS

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

16. ASSIGNMENT

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

17. UNFORESEEN CIRCUMSTANCES

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

18. OWNERSHIP OF DOCUMENTS

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

19. NOTICE

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

/././

/././

County

Sanja K. Bugay, Director
Kings County Human Services Agency
1400 West Lacey Blvd., Building 12
Hanford, CA 93230

Contractor

Evident Change
Attn: Shane Feters
426 South Yellowstone Drive
Madison, WI 53719

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

20. CHOICE OF LAW

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

21. SEVERABILITY

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

22. SURVIVAL

The following sections shall survive the termination of this Agreement: i) Section 5 Records and Inspections; ii) Section 8 Insurance; iii) Section 9 Indemnification; and iv) Section 12 Confidentiality.

23. NO THIRD PARTY BENEFICIARIES

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

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

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

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

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

25. ELECTRONIC SIGNATURES

The Parties may execute this Agreement by electronic means. The electronic signatures affixed by their respective signatories give rise to a valid, enforceable, and fully effective agreement.

26. AUTHORITY

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

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SIGNATURES ARE ON FOLLOWING PAGE

IN WITNESS WHEREOF, the Parties executed this Agreement the day and year first written above.

COUNTY OF KINGS

EVIDENT CHANGE

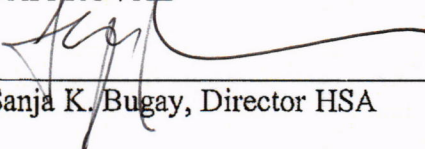
By: _____
Craig Pedersen, Chair
Kings County Board of Supervisors


By:  _____
Katherine H. Park, CEO

ATTEST

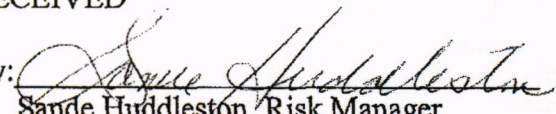
By: _____
Catherine Venturella, Clerk of the Board

REVIEWED AND RECOMMENDED
FOR APPROVAL

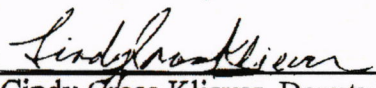
By:  _____
Sanja K. Bugay, Director HSA

By:  _____
Atonya Moore, Administrative
Program Manager, HSA

APPROVED AS TO ENDORSEMENTS
RECEIVED

By:  _____
Sande Huddleston, Risk Manager

APPROVED AS TO FORM
Lee Burdick, County Counsel

By:  _____ 08/12/2021
Cindy Crose Kliever, Deputy County Counsel

Exhibits/Attachments:

- Exhibit A:** Scope of Work
- Exhibit B:** Compensation/Fees
- Exhibit C:** Assurance of Compliance with County – Non Discrimination
- Exhibit D:** HIPAA Business Associate Agreement
- Exhibit E:** Kings County ADA Grievance Procedures

Exhibit A

Scope of Work

BACKGROUND AND PRODUCT DESCRIPTION

- A. Contractor developed and owns all rights, title, and interest in a certain child welfare reporting service identified as the EVIDENT CHANGE Internet Reporting Service and referred to as SafeMeasures. SafeMeasures® uses case-level data from a child welfare agency's management information system ("MIS") and publishes it via a conventional web browser in a series of concise, interactive management reports.
- B. SafeMeasures is a subscription reporting service that permits customers to monitor service delivery activity by navigating an extensive set of reports presented in graph and chart format. These reports permit them to estimate current workload demand, plan more effective service interventions, and monitor certain performance indicators established by state or federal regulatory requirements. SafeMeasures includes case-level quality control displays that agencies may employ to improve compliance with state or federal performance audits.

SERVICES

1. PROVISION OF SERVICE

- 1.1 Web-Based Reports. During the Term of this Agreement, Contractor will provide County with interactive web-based management reports ("Management Reports"), which permit County to categorize agency compliance with various measures and permit County to identify the specific cases within each category. Contractor will specifically:
 - (a) Provide Management Reports within forty-five (45) business days after first receiving raw MIS data from the County; and
 - (b) Provide regular updates of Management Reports, provided that County or another agency regularly submits raw MIS data to Contractor for processing and analysis. Such updates will be provided within three business days of receipt of the MIS data by Contractor.
- 1.2 Access to County Data. If requested by Contractor, County will supply a copy of the CWS/CMS databases, or specifically designated data tables therein, that store agency data to be used by Contractor. If data is supplied by a third party, County will authorize and facilitate release of the data to Contractor.

- 1.3 Access to Website Restricted. The right to access the SafeMeasures website is jurisdiction- and agency-specific. Only County and its employees or agents may access or use the SafeMeasures website for the County's monitoring and reporting needs. Specifically, and without limitation, County may not act as a relay or intermediary allowing access to the SafeMeasures website to any third party jurisdiction, agency, individual, or business for any purpose.
 - 1.4 Internal Business. County may only use SafeMeasures for its own internal purposes. County's internal purposes do not include extending this service to third parties, except that data may be provided to state and governmental authorities if required by law.
 - 1.5 Competing Services or Products. County shall not use all or any part of SafeMeasures or its documentation to create a service or product that competes with, or is used in a product that competes with all, or any part of SafeMeasures, regardless of whether such service or product is distributed with or without consideration.
 - 1.6 Copyright Ownership and License. County acknowledges that Contractor owns the copyright in all graphic interfaces, reports, displays, and formats ("Original Works"). Contractor grants County a fully paid-up license to display, reproduce, and distribute the Original Works for its internal purposes for the Term of the Agreement.
 - 1.7 Training. Contractor will provide training as specified in this **Exhibit A**. County will provide training facility, equipment, and access to the Contractor training website.
2. Data Transmission. County, or other Party supplying MIS data, shall use one of the following methods to send weekly extracts of agency MIS data to Contractor for processing and analysis.
 - 2.1 Compact Disk. County or supplying Party will copy data onto one or more compact disks and mail to Contractor via overnight delivery service; or
 - 2.2 Secured File Transfer Protocol (SFTP) over Secure Shell (SSH). County or supplying Party will send data over a secure channel to Contractor's secure SSH server. This transfer may be made using a dedicated SSH file transfer client.
3. Updates. During the Term of this Agreement, Contractor will provide to County updates, error corrections, and modifications to SafeMeasures displays ("Updates") as such Updates become available. Updates do not include modifications to displays specifically requested by County. Any County-requested modifications must be made by Contractor at Contractor's published service rates. Contractor reserves the right to use the displays created for County, and analyses to produce such displays, for other parties whether such displays were suggested

by Contractor or the County. Contractor shall not use any County data in its publishing for other parties without County's permission.

4. Contractor Warranty, Disclaimers and Remedies.

4.1 Warranty. Contractor warrants the following.

(a) Provided that County or another designated Party regularly submits the required raw MIS data to Contractor, SafeMeasures will perform substantially as described in this contract and SafeMeasures promotional material.

(b) It is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Contractor also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-Procurement Programs issued by the General Services Administration.

(c) Contractor will utilize all reasonable means and due diligence to protect the confidentiality and security of County's data.

(d) Except for the foregoing express warranties, Contractor neither makes nor grants any other warranties, express or implied. Contractor excludes all implied warranties, including specifically any implied warranty arising by statute or otherwise in or from a course of dealing or usage of trade, including any and all implied warranties of merchantability, merchantable quality, or fitness for any purpose, particular, specific, or otherwise. The foregoing express warranty is the only warranty of any kind for SafeMeasures. Contractor makes no warranties whatsoever for any Original Works that have been modified by County, nor does Contractor warrant that SafeMeasures will be offered without interruption.

(e) County acknowledges that Contractor provides no monitoring, analysis, or review of the accuracy or quality of the County's data accessed through SafeMeasures.

4.2 Remedies. If SafeMeasures does not operate substantially as warranted (hereinafter describe as "Noncompliance"), County will provide Contractor with sufficient details available to County about the Noncompliance to allow Contractor to reproduce it. As County's exclusive remedy for any Noncompliance, and as Contractor's entire liability in contract, tort, or otherwise of such Noncompliance, Contractor will either:

(a) Correct the Noncompliance; or

(b) If Contractor is unable to correct the Noncompliance after a reasonable opportunity to do so, County may:

- (i) Request that Contractor cease publication of any demonstrably incorrect information and request a pro-rata reduction in the Reporting Service Subscription Fee; or
- (ii) Terminate the Reporting Service Subscription and receive a pro-rated refund of the Reporting Service Subscription Fee.

5. General.

- 5.1 Installation. County is responsible for providing access to the SafeMeasures website via the Internet to its users. Contractor will, as requested, provide reasonable assistance (up to three hours) with set-up of user workstations and use of SafeMeasures via telephone, fax, or email at no additional charge to the fees as outlined in this **Exhibit A**. County may hire Contractor to provide additional training or assistance at the prevailing published rates plus travel expenses.
- 5.2 Notification of Rights. In copying SafeMeasures web reports as authorized under the terms of this Agreement, County will not remove, suppress, or modify any notice of copyright, trademark, or other proprietary rights that appear in SafeMeasures. County will use reasonable efforts to keep persons with access to SafeMeasures from modifying or suppressing any of the copyright notices that appear on SafeMeasures media, documentation, files, and banners.
- 5.3 Service Fees. Contractor reserves the right to charge additional service fees if County seeks assistance for any other matters not explicitly covered by this Agreement.
- 5.4 Confidentiality. County will not disclose SafeMeasures Original Works to anyone other than its employees, consultants (who are bound by a written confidentiality agreement), volunteers, and interns, except for information that is or later enters the public domain through no fault of County.

Exhibit B
Operating Budget
Reporting Service and Additional Fees

Subscription Fee

\$50,046.79

Payment Schedule

\$11,788.35 3% increase due on contract effective date (October 1, 2021)
\$12,377.77 5% increase due on October 1, 2022
\$12,749.10 3% increase due on October 1, 2023
\$13,131.57 3% increase due on October 1, 2024

Training

Refresher training (if requested by County): Up to four half-day sessions (consecutive) in a computer training facility provided by the County to train supervisors, managers, and administrators if requested by the County; or

Webinar-type Train the Trainer training: Up to four half-day sessions (not restricted to consecutive days) over the life of the contract.

SafeMeasures Online Basic Navigation Course hosted in Evident Change internal learning management system is available to all County staff to access and receive refresher training on basic functions and navigation of SafeMeasures. There is unlimited access to this course during the contract term.

Additional/Onsite Support/Training (if requested by County)

- Time and Materials at \$125 per hour
- All Travel Expenses

County Responsibilities

- Provide computer lab for training.
- Designate at least one local SafeMeasures administrator to maintain user IDs and to coordinate the handling of questions or problems regarding SafeMeasures with Contractor.
- Provide access to the SafeMeasures website: <https://www.safemeasures.org/ca/>

Exhibit C

Assurance of Compliance with the Kings County Human Services Agency
for Nondiscrimination in State and Federally Assisted Programs

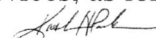
ASSURANCE OF COMPLIANCE IN STATE
AND FEDERAL ASSISTANCE PROGRAMS

Contractor agrees that it will comply with Title VI of the Civil Rights Act of 1964 as amended (42 U.S.C. § 2000d *et seq.*); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 701 *et seq.*); the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*); the Food Stamp Act of 1977, and in particular section 272.6; (7 U.S.C. § 2012 *et seq.*); Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131 *et seq.*); Government Code Section 11135 *et seq.*; California Code of Regulations 22 CCR §§ 98000 - 98413; 24 CCR § 3105a(e); the Dymally-Alatorre Bilingual Services Act (Government Code § 7290 *et seq.*) and other applicable federal and state laws, as well as their implementing regulations. Contractor will ensure that employment practices and provision of services under this Agreement are nondiscriminatory, and that no person shall because of race, color, creed, national origin, ethnic group identification, political affiliation, religion, marital status, sex, sexual orientation, age, or physical or mental disability be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination. Contractor shall immediately take any measures necessary to effectuate this Agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and the Contractor HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, the Contractor agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code § 10605, or Government Code §§ 11135-39, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the Contractor directly or through contract, license, or other provider services, as long as it receives federal or state assistance.



Katherine H. Park, CEO
Evident Change

Exhibit D

HIPAA Business Associates Agreement

I. Recitals.

A. This Agreement has been determined to constitute a business associate relationship under the Health Insurance Portability and Accountability Act ("HIPAA") and its implementing privacy and security regulations at 45 CFR Parts 160 and 164 ("the HIPAA regulations").

B. The County of Kings ("County") wishes to, or may, disclose to Kings Community Action Organization ("Business Associate") certain information pursuant to the terms of this Agreement, some of which may constitute Protected Health Information ("PHI") pursuant to HIPAA regulations.

C. "Protected Health Information" or "PHI" means any information, whether oral or recorded in any form or medium that relates to the past, present, or future physical or mental condition of an individual, the provision of health or dental care to an individual, or the past, present, or future payment for the provision of health or dental care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI shall have the meaning given to such term under HIPAA and HIPAA regulations, as the same may be amended from time to time.

D. "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PHI, or confidential data that is essential to the ongoing operation of the Business Associate's organization and intended for internal use; or interference with system operations in an information system.

E. As set forth in this Agreement, Kings Community Action Organization as the Business Associate of County provides services, arranges, performs or assists in the performance of functions or activities on behalf of County and creates, receives, maintains, transmits, uses or discloses PHI.

F. County and Business Associate desire to protect the privacy and provide for the security of PHI created, received, maintained, transmitted, used or disclosed pursuant to this Agreement, in compliance with HIPAA and HIPAA regulations.

G. The purpose of this Exhibit is to satisfy certain standards and requirements of HIPAA and the HIPAA regulations, and other applicable laws.

H. The terms used in this Exhibit, but not otherwise defined, shall have the same meanings as those terms are defined in the HIPAA regulations.

In exchanging information pursuant to this Agreement, the Parties agree as follows:

II. Permitted Uses and Disclosures of PHI by Business Associate.

A. ***Permitted Uses and Disclosures.*** Except as otherwise indicated in this Exhibit, Business Associate may use or disclose PHI only to perform functions, activities or services specified in this Agreement, for, or on behalf of County, provided that such use or disclosure would not violate the HIPAA regulations, if done by County.

B. ***Specific Use and Disclosure Provisions.*** Except as otherwise indicated in this Exhibit, Business Associate may:

1) ***Use and Disclose for Management and Administration.*** Use and disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that disclosures are required by law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware that the confidentiality of the information has been breached.

2) ***Type of Services to be Provided by the Business Associate*** Business Associate will implement the Medi-Cal Health Enrollment Navigators Project Said services are set forth in the Scope of Work, attached to the Agreement as **Exhibit A**.

III. Responsibilities of Business Associate.

Business Associate agrees:

A. ***Nondisclosure.*** Not to use or disclose Protected Health Information (PHI) other than as permitted or required by this Agreement or as required by law.

B. ***Safeguards.*** To implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI, including electronic PHI, that it creates, receives, maintains, uses or transmits on behalf of County; and to prevent use or disclosure of PHI other than as provided for by this Agreement. Business Associate shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Business Associate's operations and the nature and scope of its activities, and which incorporates the requirements of section C, Security, below. Business Associate will provide County with its current and updated policies.

C. ***Security.*** The Business Associate shall take any and all steps necessary to ensure the continuous security of all computerized data systems containing County PHI. These steps shall include, at a minimum:

1) Complying with all of the data system security precautions listed in the Business Associate Data Security Standards set forth in Attachment 1 to this **Exhibit C**;

2) Security Officer. If the incident occurs after business hours or on a weekend or holiday and involves electronic PHI, notification shall be provided by calling the County ITSD Help Desk. Business Associate shall take:

i. Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment; and

ii. Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.

3) **Investigation of Breach.** To immediately investigate such security incident, breach, or unauthorized use or disclosure of PHI or confidential data. ***Within seventy-two (72) hours of the discovery***, to notify the County:

i. What data elements were involved and the extent of the data involved in the breach;

ii. A description of the unauthorized persons known or reasonably believed to have improperly used or disclosed PHI or confidential data;

iii. A description of where the PHI or confidential data is believed to have been improperly transmitted, sent, or utilized;

iv. A description of the probable causes of the improper use or disclosure; and

v. Whether Civil Code sections 1798.29 or 1798.82 or any other federal or state laws requiring individual notifications of breaches are triggered.

4) **Written Report.** To provide a written report of the investigation to the County under HIPAA within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. The report shall include, but not be limited to, the information specified above, as well as a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure.

5) **Notification of Individuals.** To notify individuals of the breach or unauthorized use or disclosure when notification is required under state or federal law and to pay any costs of such notifications, as well as any costs associated with the breach. The County shall approve the time, manner and content of any such notifications.

6) ***County Contact Information.*** To direct communications to the above referenced County staff, Business Associate shall initiate contact as indicated herein. County reserves the right to make changes to the contact information below by giving written notice to the Business Associate. Said changes shall not require an amendment to this Exhibit or the Agreement to which it is incorporated.

County of Kings Administration
Attn: CAO – HIPAA compliance officer
1400 W. Lacey Blvd., Bldg. 1
Hanford, California 93230
(559) 852-2589

D. ***Employee Training and Discipline.*** To train and use reasonable measures to ensure compliance with the requirements of this Exhibit by employees who assist in the performance of functions or activities on behalf of County under this Agreement and use or disclose PHI; and discipline such employees who intentionally violate any provisions of this Exhibit, including by termination of employment. In complying with the provisions of this section K, Business Associate shall observe the following requirements:

1) Business Associate shall provide information privacy and security training, at least annually, at its own expense, to all its employees who assist in the performance of functions or activities on behalf of County under this Agreement and use or disclose PHI.

2) Business Associate shall require each employee who receives information privacy and security training to sign a certification, indicating the employee's name and the date on which the training was completed.

3) Business Associate shall retain each employee's written certifications for County inspection for a period of six (6) years following contract termination.

IV. **Obligations of County.**

County agrees to:

A. ***Notice of Privacy Practices.*** Provide Business Associate with applicable and relevant Notice(s) of Privacy Practices that County HIPAA-covered healthcare components produce in accordance with 45 CFR 164.520, as well as any changes to such notice(s).

B. ***Permission by Individuals for Use and Disclosure of PHI.*** Provide the Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect the Business Associate's permitted or required

uses and disclosures.

C. ***Notification of Restrictions.*** Notify the Business Associate of any restriction to the use or disclosure of PHI that County has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of PHI.

D. ***Requests Conflicting with HIPAA Rules.*** Not request the Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA regulations if done by County.

V. Audits, Inspection and Enforcement.

From time to time, County may inspect the facilities, systems, books and records of Business Associate to monitor compliance with this Agreement and this Exhibit. Business Associate shall promptly remedy any violation of any provision of this Exhibit and shall certify the same to the County Privacy Officer or the County Chief Information Security Officer in writing. The fact that County inspects, or fails to inspect, or has the right to inspect, Business Associate's facilities, systems and procedures does not relieve Business Associate of its responsibility to comply with this Exhibit, nor does County's:

A. Failure to detect; or

B. Detection, but failure to notify Business Associate or require Business Associate's remediation of any unsatisfactory practices constitute acceptance of such practice or a waiver of County's enforcement rights under this Agreement and this Exhibit.

VI. Termination.

A. ***Termination for Cause.*** Upon County's knowledge of a material breach of this Exhibit by Business Associate, County shall:

1) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by County;

2) Immediately terminate this Agreement if Business Associate has breached a material term of this Exhibit and cure is not possible; or

3) If neither cure nor termination is feasible, report the violation to the Secretary of the U.S. Department of Health and Human Services.

B. ***Judicial or Administrative Proceedings.*** Business Associate will notify County if it is named as a defendant in a criminal proceeding for a violation of HIPAA.

County may terminate this Agreement if Business Associate is found guilty of a criminal violation of HIPAA. County may terminate this Agreement if a finding or stipulation that the Business Associate has violated any standard or requirement of HIPAA, or other security or privacy laws is made in any administrative or civil proceeding in which the Business Associate is a Party or has been joined.

C. ***Effect of Termination.*** Upon termination or expiration of this Agreement for any reason, Business Associate shall promptly return or destroy all PHI received from County (or created or received by Business Associate on behalf of County) that Business Associate still maintains in any form, and shall retain no copies of such PHI or, if return or destruction is not feasible, shall continue to extend the protections of this Exhibit to such information, and shall limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.

VII. Miscellaneous Provisions.

A. ***Disclaimer.*** County makes no warranty or representation that compliance by Business Associate with this Exhibit, HIPAA or the HIPAA regulations will be adequate or satisfactory for Business Associate's own purposes or that any information in Business Associate's possession or control, or transmitted or received by Business Associate, is or will be secure from unauthorized use or disclosure. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.

B. ***Amendment.*** The Parties acknowledge that federal and state laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Exhibit may be required to provide for procedures to ensure compliance with such developments. The Parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HIPAA regulations and other applicable laws relating to the security or privacy of PHI. Upon County's request, Business Associate agrees to promptly enter into negotiations with County concerning an amendment to this Exhibit embodying written assurances consistent with the standards and requirements of HIPAA, the HIPAA regulations or other applicable laws. County may terminate this Agreement upon thirty (30) days written notice in the event:

1) Business Associate does not promptly enter into negotiations to amend this Exhibit when requested by County pursuant to this Section or

2) Business Associate does not enter into an amendment providing assurances regarding the safeguarding and security of PHI that County, in its sole discretion, deems sufficient to satisfy the standards and requirements of HIPAA and the HIPAA regulations.

C. ***Assistance in Litigation or Administrative Proceedings.*** Business Associate shall make itself and any subcontractors, employees, or agents assisting Business Associate in the performance of its obligations under this Agreement, available to County at no cost to County to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against County, its directors, officers or employees based upon claimed violation of HIPAA, the HIPAA regulations or other laws relating to security and privacy, which involves inactions or actions by the Business Associate, except where Business Associate or its subcontractor, employee, or agent is a named adverse party.

D. ***No Third-Party Beneficiaries.*** Nothing express or implied in the terms and conditions of this Exhibit is intended to confer, nor shall anything herein confer, upon any person other than County or Business Associate and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.

E. ***Interpretation.*** The terms and conditions in this Exhibit shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HIPAA regulations and applicable state laws. The Parties agree that any ambiguity in the terms and conditions of this Exhibit shall be resolved in favor of a meaning that complies and is consistent with HIPAA and the HIPAA regulations.

F. ***Regulatory References.*** A reference in the terms and conditions of this Exhibit to a section in the HIPAA regulations means the section as in effect or as amended.

G. ***Survival.*** The respective rights and obligations of Business Associate under Section VII.C of this Exhibit shall survive the termination or expiration of this Agreement.

H. ***No Waiver of Obligations.*** No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

Attachment 1
Business Associate Data Security Standards

I. General Security Controls.

A. ***Confidentiality Statement.*** All persons that will be working with County PHI must sign a confidentiality statement. The statement must include at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access to County PHI. The statement must be renewed annually. The Business Associate shall retain each person's written confidentiality statement for County inspection for a period of six (6) years following contract termination.

B. ***Background Check.*** Before a member of the Business Associate's workforce may access County PHI, Business Associate must conduct a thorough background check of that worker and evaluate the results to assure that there is no indication that the worker may present a risk for theft of confidential data. The Business Associate shall retain each workforce member's background check documentation for a period of three (3) years following contract termination.

C. ***Workstation/Laptop Encryption.*** All workstations and laptops that process and/or store County PHI must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher. The encryption solution must be full disk unless approved by the County Information Security Office.

D. ***Server Security.*** Servers containing unencrypted County PHI must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.

E. ***Minimum Necessary.*** Only the minimum necessary amount of County PHI required to perform necessary business functions may be copied, downloaded, or exported.

F. ***Removable Media Devices.*** All electronic files that contain County PHI data must be encrypted when stored on any removable media or portable device using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher.

G. ***Antivirus Software.*** All workstations, laptops and other systems that process and/or store County PHI must install and actively use comprehensive anti-virus software solution with automatic updates scheduled at least daily.

H. ***Patch Management.*** All workstations, laptops and other systems that process and/or store County PHI must have security patches applied, with system reboot

if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within thirty (30) days of vendor release.

I. ***User IDs and Password Controls.*** All users must be issued a unique user name for accessing County PHI. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password. Passwords are not to be shared. Must be at least eight characters. Must be a non-dictionary word. Must not be stored in readable format on the computer. Must be changed every sixty (60) days. Must be changed if revealed or compromised. Must be composed of characters from at least three of the following four groups from the standard keyboard:

- Upper case letters (A-Z)
- Lower case letters (a-z)
- Arabic numerals (0-9)
- Non-alphanumeric characters (punctuation symbols)

J. ***Data Sanitization.*** All County PHI must be sanitized using NIST Special Publication 800-88 standard methods for data sanitization when the County PSCI is no longer needed.

II. **System Security Controls.**

A. ***System Timeout.*** The system must provide an automatic timeout, requiring re-authentication of the user session after no more than five (5) minutes of inactivity.

B. ***Warning Banners.*** All systems containing County PHI must display a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only. User must be directed to log off the system if they do not agree with these requirements.

C. ***System Logging.*** The system must maintain an automated audit trail which can identify the user or system process which initiates a request for County PHI, or which alters County PHI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. If County PHI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least six (6) years after occurrence.

D. ***Access Controls.*** The system must use role based access controls for all user authentications, enforcing the principle of least privilege.

E. ***Transmission Encryption.*** All data transmissions of County PHI outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm,

such as Advanced Encryption Standard (AES), with a 128 bit key or higher. Encryption can be end to end at the network level, or the data files containing County PHI can be encrypted. This requirement pertains to any type of County PHI in motion such as website access, file transfer, and E-Mail.

F. ***Intrusion Detection.*** All systems involved in accessing, holding, transporting, and protecting County PHI that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

III. Audit Controls.

A. ***System Security Review.*** All systems processing and/or storing County PHI must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews shall include vulnerability scanning tools.

B. ***Log Reviews.*** All systems processing and/or storing County PHI must have a routine procedure in place to review system logs for unauthorized access.

C. ***Change Control.*** All systems processing and/or storing County PHI must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

IV. Business Continuity / Disaster Recovery Controls.

A. ***Disaster Recovery.*** Business Associate must establish a documented plan to enable continuation of critical business processes and protection of the security of electronic County PHI in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than twenty-four (24) hours.

B. ***Data Backup Plan.*** Business Associate must have established documented procedures to back-up County PHI to maintain retrievable exact copies of County PHI. The plan must include a regular schedule for making back-ups, storing back-ups offsite, an inventory of back-up media, and the amount of time to restore County PHI should it be lost. At a minimum, the schedule must be a weekly full back-up and monthly offsite storage of County data.

V. Paper Document Controls.

A. ***Supervision of Data.*** County PHI in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the

information. County PHI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.

B. ***Escorting Visitors.*** Visitors to areas where County PHI is contained shall be escorted and County Protected Health Information shall be kept out of sight while visitors are in the area.

C. ***Confidential Destruction.*** County PHI must be disposed of through confidential means, using NIST Special Publication 800-88 standard methods for data sanitization when the County PSCI is no longer needed.

D. ***Removal of Data.*** County PHI must not be removed from the premises of the Business Associate except with express written permission of County.

E. ***Faxing.*** Faxes containing County PHI shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending.

F. ***Mailing.*** County PHI shall only be mailed using secure methods. Large volume mailings of County Protected Health Information shall be by a secure, bonded courier with signature required on receipt. Disks and other transportable media sent through the mail must be encrypted with a County approved solution, such as a solution using a vendor product specified on the CSSI.

Exhibit E

County of Kings

2016 ADA Self-Evaluation

Appendix E.

Kings County ADA Grievance Procedure

Kings County Grievance Procedure under ADA or California State Disability Civil Rights Laws

This grievance procedure is established to meet the requirements of the Americans with Disabilities Act of 1990 ("ADA"), the Americans with Disabilities Amendments Act (ADAAA) and California State law. Except as otherwise indicated, it may be used by anyone wishing to file a complaint alleging discrimination on the basis of disability in the provision of services, activities, programs or benefits by Kings County. The procedure should also be used to address all complaints regarding barriers to physical access to any County facility.

NOTE: Discrimination complaints by applicants for, and recipients of, public benefits administered by the County are handled by the Human Services Agency, pursuant to state law and the Human Services Agency's Administrative policy and Procedure No. 23. Notice of this fact is provided to all applicants and recipients. For more information, please contact the Program Manager/Civil Rights Coordinator for the Human Services Agency at 559.852.2201. If you submit a complaint to the ADA Coordinator that should be directed to the Human Services Agency, your complaint will be forwarded to the Human Services Agency, and will be deemed received by the Human Services Agency upon actual receipt by it for purposes of the filing and response deadlines stated in Policy and procedure No. 23. Please also note that the County's Personnel Rules govern employment related complaints of disability discrimination. Please refer to section 10200 to 10250 of the Personnel Rules regarding the County's grievance procedure, as well as Chapter 14 of the Personnel Rules regarding discrimination complaints. The process described in either part may be relied upon to make a complaint of disability discrimination.

A complaint using this procedure should be in writing and should contain information about the alleged discrimination such as name, address, and phone number of the complainant and location, date and description of the problem(s). If you are viewing these instructions online at the County's website, please find the form for making a complaint below. Copies of the complaint form are also available from the Public Works Department or County Administration Office, County Government Center, 1400 West Lacey, Hanford, CA 93230. Alternative means of filing a complaint, such as personal interviews or a tape recording of the complaint, are available to person with disabilities upon request.

The complaint should be submitted by the complainant and/or his/her designee as soon as possible, but not later than sixty (60) calendar days after the alleged violation to:

Dominic Tyburski, ADA Coordinator
County Government Center
1400 West Lacey Blvd.
Hanford, CA 93230

If this complaint is being made on behalf of someone other than me, that person's contact information is:

My complaint relates to circumstances that occurred:

- a) On the following date:
- b) At the following location:

My complaint is as follows:

(Please be as specific as possible, and include the names and contact information of anyone who might have knowledge of the facts giving rise to your complaint. To help us to address your concerns promptly, please stick to the facts: who, what, when, where, and how. Please attach additional pages if necessary.)

COUNTY OF KINGS PURCHASING DEPARTMENT
SOLE SOURCE JUSTIFICATION

This form must accompany any requisition whenever a sole source purchase is requested. State and local laws subject the County of Kings to competitive bidding requirements. Requisitions for goods and services that are to be purchased from a specific vendor or limited to a specific brand, where substitutes to the suggested vendor or brand are unacceptable, must be accompanied by a written justification explaining the circumstances that make alternatives unacceptable. The justification must be signed by the requestor and forwarded to the County's Purchasing Manager.

The Purchasing Manager will determine whether the justification is appropriate. Sole source justifications are to be supported by factual statements that will pass an internal, state or federal audit.

1. Please check all applicable categories (a through d) below and provide additional information where indicated.

- ☐ a. The requested product is an integral repair part or compatible only with *existing* equipment

Existing Equipment

Manufacturer/Model Number

Age

Current Estimated Value \$

- ☒ b. The requested product or service has a unique design/performance specification or quality requirement, which is essential to my Departments needs and is not available in comparable products/service providers.
- ☐ c. The requested product or service is one with which I (or my staff) have specialized training and/or extensive expertise. Retraining would incur substantial cost in time and/or money.
- ☐ d. Other factors (provide detailed explanation in #2 below).

2. Provide a detailed explanation for categories checked in 1a through 1d above. Attach additional sheets if necessary.

See Attached

3. Was an evaluation of other equipment, products, or services completed? Yes ☐ No ☒

4. List below the names of each individual who was involved in the evaluation, if conducted, and in making the recommendation to sole source this purchase.

5. I certify that the above information is true and a signed copy of the Sole Source Justification Form will be kept on file and available for audit in my department. I further certify that myself, or anyone else participating in the decision to recommend this sole source purchase, do not have a personal or business relationship nor financial interest in the suggested vendor.

Signature

Printed Name and Title

Date

Elizabeth R. Gazarek

Elizabeth Gazarek, Program Specialist

7/29/2021

Purchasing Manager: Approved as written ☒

Rejected ☐

Signed

Evan Jones
Evan Jones, Purchasing Manager



Sanja K. Bugay
Director

Human Services Agency

County of Kings - State of California

*Child Welfare & Adult Services
Benefits & Employment Training Services
Adoption & Foster Home Licensing Services*

DATE: May 25, 2021

TO: Evan Jones, Purchasing Manager

FROM: Sanja K. Bugay, Human Services Director

**SUBJECT: JUSTIFICATION FOR A SOLE SOURCE AGREEMENT WITH EVIDENT CHANGE
(FORMERLY THE NATIONAL COUNCIL ON CRIME AND DELINQUENCY FOR
SAFEMEASURES)**

This memo provides information and justification for a Sole Source Agreement with Evident Change (formerly the National Council on Crime and Delinquency (NCCD) for SafeMeasures). The Human Services Agency (HSA) is requesting to enter into a new Agreement with Evident Change for continued use of SafeMeasures which allows for custom reports to be used for advanced Child Welfare data analysis. Kings County has held a contract with NCCD since 2005.

SafeMeasures is the only system which accesses the Child Welfare Services/Case Management System (CWS/CMS) and can provide daily data extracts at the child/family specific case level. SafeMeasures provides the Department with real time, case specific information on children and families. Child Welfare supervisors are able to review real time case information on their staff's caseload. This type of data analysis is otherwise unavailable to the Department.

This system is essential to the HSA as SafeMeasures is used to ensure service expectations are met and children receive needed services in a timely manner. Supervisors and line staff are able to verify family/children contacts made on cases on a real time basis to ensure required time frames for intervention are met. In addition, key indicators tied to required federal outcome measures are also available through SafeMeasures which allows Department managers to monitor the progress toward the required measures.

Evident Change is the only vendor authorized to access the Statewide CWS/CMS database, which provides real time case specific reports. The only other vendors that are authorized to access CWS/CMS information are U.C. Berkeley and Sphere Institute. The U.C. Berkeley Center for Social Services Research provides aggregate quarterly reports which is not case specific and not in real time, and the Sphere Institute utilizes CWS/CMS information to provide a safety and risk assessment system which does not provide real time case specific information which may be utilized by the HSA.

The HSA is submitting this request to waive the competitive bidding process consistent with Kings County Purchasing Policy, Section V, B. Sole Source Procurement of Good and Personal Services to enter into an agreement with Evident Change.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM October 26, 2021

SUBMITTED BY: Public Works Department – Dominic Tyburski/Mitchel Cabrera
SUBJECT: DISADVANTAGED BUSINESS ENTERPRISE POLICY FOR FEDERAL-AID PROJECTS

SUMMARY:

Overview:

In May of 1987, Kings County adopted a policy for Federal –Aid projects concerning Disadvantaged Business Enterprises (DBE) goals, which are set and updated on a per project basis. This goal is set based on the project type; availability of DBE certified companies, and total number of contractors in the job market.

Recommendation:

- a. Approve the Disadvantaged Business Enterprises Program Plan as Kings County policy; and
- b. Authorize the County Administrative Officer to sign the California Department of Transportation Disadvantaged Business Enterprise Implementation Agreement.

Fiscal Impact:

Without this program, Caltrans will not process requests for funding authorization for federally funded projects including but not limited to preliminary engineering, right of way, and construction phases.

BACKGROUND:

Pursuant to the requirements of 49 Code of Federal Regulations (CFR), part 26 Caltrans has established and implemented a DBE Program. Local agencies administering federally funded projects must also comply with the requirements of federal law. The main objective of the DBE policy and program are to promote the use of disadvantaged business enterprises in all types of federal-assisted contracts and procurement activities conducted by the county. The United States Department of Transportation defines DBEs as for-profit small businesses where socially and economically disadvantaged individuals own at least a 51% interest and control

(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

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

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

DISADVANTAGED BUSINESS ENTERPRISE POLICY FOR FEDERAL-AID PROJECTS

October 26, 2021

Page 2 of 2

management and daily business operations. African Americans, Hispanics, Native Americans, Asian-Pacific and Subcontinent Asian Americans, and women are examples of socially and economically disadvantaged business groups. The policy and program will work to ensure nondiscrimination in the award and administration of federally funded contracts. County counsel has reviewed and approved the agreement.

Exhibit 9-A: DBE Implementation Agreement for Local Agencies**CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS)
DISADVANTAGED BUSINESS ENTERPRISE (DBE) IMPLEMENTATION AGREEMENT**

For the County of Kings, hereinafter referred to as "SUB-RECIPIENT."

I. Definition of Terms

The terms used in this agreement have the meanings defined in 49 CFR 26.5.

II. Objective/Policy Statement (49 CFR 26.1 and 26.23)

SUB-RECIPIENT intends to receive federal financial assistance from the U. S. Department of Transportation (DOT) through the California Department of Transportation (Caltrans), and as a condition of receiving this assistance, SUB-RECIPIENT will sign the California Department of Transportation Disadvantaged Business Enterprise Implementation Agreement (hereinafter referred to as Agreement). SUB-RECIPIENT agrees to implement the State of California, Department of Transportation Disadvantaged Business Enterprise (DBE) Program Plan (hereinafter referred to as the DBE Program Plan) as it pertains to Local Agencies. The DBE Program Plan is based on U.S. Department of Transportation (DOT), 49 CFR 26 requirements. It is the policy of SUB-RECIPIENT to ensure that DBEs, as defined in 49 CFR 26, have an equal opportunity to receive and participate in DOT-assisted contracts. It is also SUB-RECIPIENT's policy:

- To ensure nondiscrimination in the award and administration of DOT-assisted contracts.
- To create a level playing field on which DBE's can compete fairly for DOT-assisted contracts.
- To ensure that the DBE participation percentage is narrowly tailored, in accordance with applicable law.
- To ensure that only firms that fully meet 49 CFR 26 eligibility standards are permitted to participate as DBEs.
- To help remove barriers to the participation of DBEs in Federal-aid contracts.
- To assist the development of firms that can compete successfully in the market place outside the DBE Program.

III. Nondiscrimination (49 CFR 26.7)

SUB-RECIPIENT will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering the Local Agency components of the DBE Program Plan, SUB-RECIPIENT will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

IV. Annual DBE Submittal Form (49 CFR 26.21)

SUB-RECIPIENT will provide to the Caltrans District Local Assistance Engineer (DLAE) a completed Local Agency DBE Annual Submittal Form (Exhibit 9-B), by June 30 of each year for the following Federal Fiscal Year (FFY). This form must include the name, phone number, email address of the designated Disadvantaged Business Enterprise Liaison Officer (DBELO), and the choice of Prompt Pay Provision to be used by SUB-RECIPIENT for the following FFY.

V. Race-Neutral Means of Meeting Caltrans Overall Statewide Annual DBE Goal (49 CFR 26.51(a))

Caltrans expects SUB-RECIPIENT to meet the maximum feasible portion of Caltrans Overall Statewide Annual DBE Goal through race-neutral means of facilitating DBE participation. Race-neutral DBE participation includes when a DBE wins a prime contract through customary competitive procurement procedures, is awarded a subcontract on a prime contract that does not carry a DBE goal, or even if there is a DBE goal, wins a subcontract from a prime contractor that did not consider its DBE status in making the award (e.g., a prime contractor that uses a strict low-bid system to award subcontracts). Race-neutral means include, but are not limited to, the following:

1. Arranging solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways that facilitate the participation of DBE and other small businesses (e.g., unbundling large contracts to make them more accessible to small businesses, requiring or encouraging prime contractors to subcontract portions of work that they might otherwise perform with their own forces);
2. Providing assistance in overcoming limitations such as inability to obtain bonding or financing (e.g., by such means as simplifying the bonding process, reducing bonding requirements, eliminating the impact of surety costs from bids, and providing services to help DBEs and other small businesses obtain bonding and financing);
3. Providing technical assistance and other services;
4. Carrying out information and communication programs on contracting procedures and specific contract opportunities (e.g., ensuring the inclusion of DBEs and other small businesses on SUB-RECIPIENT mailing lists of bidders; ensuring the dissemination to bidders on prime contracts of lists of potential subcontractors; provision of information in languages other than English, where appropriate);
5. Implementing a supportive services program to develop and improve immediate and long-term business management, record keeping, and financial and accounting capability for DBEs and other small businesses;
6. Providing services to help DBEs and other small businesses improve long-term development, increase opportunities to participate in a variety of types of work, handle increasingly significant projects, and achieve eventual self-sufficiency;
7. Establishing a program to assist new, start-up firms, particularly in fields in which DBE participation has historically been low;
8. Ensuring distribution of your DBE directory through print and electronic means to the widest feasible universe of potential prime contractors; and

9. Assisting DBEs and other small businesses to develop their capability to utilize emerging technology and conduct business through electronic media.

VI. Race-Conscious Means of Meeting Caltrans Overall Statewide Annual DBE Goal (49 CFR 26.51(d))

SUB-RECIPIENT must establish DBE contract goals to meet any portion of Caltrans Overall Statewide Annual DBE Goal that cannot be achieved through race-neutral means.

VII. Quotas (49 CFR 26.43)

SUB-RECIPIENT will not use quotas or set-asides in any way in the administration of the Local Agency component of the DBE Program Plan.

VIII. DBE Liaison Officer (DBELO) (49 CFR 26.25)

SUB-RECIPIENT has designated a DBE Liaison Officer. The DBELO is responsible for implementing the DBE Program Plan as it pertains to the SUB-RECIPIENT, and ensures that the SUB-RECIPIENT is fully and properly advised concerning DBE Program Plan matters. The DBELO has two support personnel (Engineer I/II/III) who devote a portion of their time to the program and its implementation. The name, address, telephone number, email address, and an organization chart displaying the DBELO's position in the organization are found in Attachment A to this Agreement. This information will be updated annually and included on the DBE Annual Submittal Form.

The DBELO is responsible for developing, implementing, and monitoring the SUB-RECIPIENT's requirements of the DBE Program Plan in coordination with other appropriate officials. Duties and responsibilities include the following:

1. Gathers and reports statistical data and other information as required.
2. Reviews third party contracts and purchase requisitions for compliance with this program.
3. Works with all departments to determine DBE contract goals.
4. Ensures that bid notices and requests for proposals are made available to DBEs in a timely manner.
5. Analyzes DBE participation and identifies ways to encourage participation through race-neutral means.
6. Participates in pre-bid meetings.
7. Advises the CEO/governing body on DBE matters and DBE race-neutral issues.
8. Provides DBEs with information and recommends sources to assist in preparing bids, obtaining bonding and insurance.
9. Plans and participates in DBE training seminars.
10. Provides outreach to DBEs and community organizations to fully advise them of contracting opportunities.

IX. Federal Financial Assistance Agreement Assurance (49 CFR 26.13)

Each agreement SUB-RECIPIENT signs with Caltrans must include the following assurance: The SUB-RECIPIENT shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract, or in the administration of its DBE Program, or the requirements of 49 CFR 26. The SUB-RECIPIENT shall take all necessary and reasonable steps under 49 CFR 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The SUB-RECIPIENT's DBE Program, as required by 49 CFR 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the SUB-RECIPIENT of its failure to carry out its approved program, Caltrans may impose sanctions as provided for under 49 CFR 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

Each contract Sub-recipient signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the Sub-recipient deems appropriate.

X. DBE Financial Institutions (49 CFR 26.27)

SUB-RECIPIENT must investigate the full extent of services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in the community to make reasonable efforts to use these institutions, and to encourage prime contractors on DOT-assisted contracts to make use of these institutions.

Information on the availability of such institutions can be obtained from the DBELO. The Caltrans Disadvantaged Business Enterprise Program may offer assistance to the DBELO.

XI. Directory (49 CFR 26.31)

SUB-RECIPIENT will refer interested persons to the Unified Certification Program DBE directory available from the Caltrans Disadvantaged Business Enterprise Program's [website](#).

XII. Required Contract Clauses (49 CFR 26.13 and 26.29)

For the purpose of this section, contractor also means consultant, and subcontractor also includes subconsultant. For prompt payment, the following State regulations are referenced: the California Business and Professions Code (CBPC), California Public Contract Code (CPCC) and California Civil Code (CCC).

SUB-RECIPIENT ensures that the following clauses or equivalent will be included in each DOT-assisted prime contract:

A. Contract Assurance

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as SUB-RECIPIENT deems appropriate.

NOTE: This language is to be used verbatim, as is stated in Exhibit 12-G: Required Federal-aid Contract Language. See also 49 CFR 26.13(b).

B. Prompt Payment

Prompt Progress Payment to Subcontractors

The Local Agency shall require contractors and subcontractors to pay their subcontractors within seven (7) days for construction contracts, and within fifteen (15) days for consultant contracts, after receiving each progress payment. Any delay or postponement of payment may take place only for good cause and with the Local Agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions and remedies specified in Section 7108.5 of the CBPC and Section 10262 of the CPCC for construction contract, and Section 3321 of the CCC for consultant contract. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

Prompt Payment of Withheld Funds to Subcontractors

The Local Agency shall ensure prompt and full payment of retainage from the prime contractor to the subcontractor within seven (7) days for construction contracts, or within fifteen (15) days for consultant contracts after the subcontractor's work is satisfactorily completed and accepted. This shall be accompanied by including; either (1), (2), or (3) of the following provisions [Local Agency equivalent will need Caltrans approval] in their federal-aid contracts to ensure prompt and full payment of retainage [withheld funds] to subcontractors in compliance with 49 CFR 26.29.

1. No retainage will be held by the Local Agency from progress payments due to the prime contractor. Prime contractors and subcontractors are prohibited from holding retainage from subcontractors. Any delay or postponement of payment may take place only for good cause and with the Local Agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the CBPC and Section 10262 of the CPCC for construction contracts, and Section 3321 of the CCC for consultant contracts. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

2. No retainage will be held by the Local Agency from progress payments due to the prime contractor. Any retainage kept by the prime contractor or by a subcontractor must be paid in full to the earning subcontractor [within seven \(7\) days for construction contracts, or within fifteen \(15\) days for consultant contracts](#) after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the Local Agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and remedies specified in Section 7108.5 of the [CBPC and Section 10262 of the CPCC for construction contracts, and Section 3321 of the CCC for consultant contracts](#). This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.
3. The Local Agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the Local Agency of the contract work and pay retainage to the prime contractor based on these acceptances. The prime contractor or subcontractor shall return all monies withheld in retention from all subcontractors within [seven \(7\) days for construction contracts, or within fifteen \(15\) days for consultant contracts](#) after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the Local Agency. Any delay or postponement of payment may take place only for good cause and with the Local Agency's prior written approval. Any violation of these provisions shall subject the violating prime contractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the [CBPC and Section 10262 of the CPCC for construction contracts, and Section 3321 of the CCC for consultant contracts](#). This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of: a dispute involving late payment or nonpayment by the contractor; deficient subcontractor performance; and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

[Any violation of these provisions shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified therein. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.](#)

XIII. Local Assistance Procedures Manual (LAPM)

The SUB-RECIPIENT will advertise, award and administer Federal-aid contracts in accordance with the current [Local Assistance Procedures Manual \(LAPM\)](#) including [Forms and Exhibits](#).

XIV. Vehicle Manufacturers/Specialized Equipment (§26.49)

If Federal-aid contracts will include vehicle/specialized equipment procurements, SUB-RECIPIENT will require each vendor, as a condition of being authorized to bid or propose on vehicle/specialized equipment procurements, to certify that it has complied with the requirements of 49 CFR 26.69.

XV. Reporting to the DLAE

SUB-RECIPIENT will promptly submit a copy of the Consultant Proposal DBE Commitment (Exhibit 10-O1) at the time of award of the consultant contract.

SUB-RECIPIENT will promptly submit a copy of Consultant Contract DBE Information (Exhibit 10-O2) or the Local Agency Bidder DBE Commitment (Construction Contracts) (Exhibit 15-G) to the DLAE within 30 days after execution of consultant or construction contract.

SUB-RECIPIENT will promptly submit a copy of the Final Report-Utilization of DBE, First-Tier Subcontractors (Exhibit 17-F) of the LAPM, immediately upon completion of each consultant or construction contract.

XVI. Certification (§26.83(a))

SUB-RECIPIENT ensures that only DBE firms currently certified by the California Unified Certification Program (CUCP) will participate as DBEs on Federal-aid contracts.

XVII. Confidentiality

SUB-RECIPIENT will safeguard from disclosure to third parties, information that may reasonably be regarded as confidential business information consistent with federal, state, and local laws.

XVIII. Prompt Payment from the Local Agency to the Contractors (California Public Contract Code §20104.50)

The Local Agency shall make any progress payment within **30 days** after receipt of an undisputed and properly submitted payment request from a contractor on a construction contract. If the Local Agency fails to pay promptly, the Local Agency shall pay interest to the contractor, which accrues at the rate of 10 percent per annum on the principal amount of a money judgment remaining unsatisfied. Upon receipt of a payment request, the Local Agency shall act in accordance with both of the following:

- (1) Each payment request shall be reviewed by the Local Agency as soon as practicable after receipt for the purpose of determining that the payment request is a proper payment request.
- (2) Any payment request determined not to be a proper payment request suitable for payment shall be returned to the contractor as soon as practicable, but not later than **seven (7) days**, after receipt. A request returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper.

By: _____
(Signature)

Date: _____

Edward D. Hill – County Administrative Officer
(Print Name and Title)
ADMINISTERING AGENCY
(Authorized Governing Body Representative)

Phone #: 559-852-2375

This California Department of Transportation's Disadvantaged Business Enterprise Program
Implementation Agreement is accepted by:

(Signature of DLAE)

Date: _____

(Print Name of DLAE)

Distribution: (1) Original – DLAE
(2) Signed copy by the DLAE – Local Agency



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM October 26, 2021

SUBMITTED BY: Public Works Department – Dominic Tyburski/Mel Laningham

SUBJECT: SURPLUS VEHICLES/EQUIPMENT DECLARATION

SUMMARY:

Overview:

The Public Works Department is seeking authorization to declare thirty-one (31) vehicles and four (4) pieces of equipment as surplus.

Recommendation:

- a. Declare 31 vehicles and four pieces of equipment as surplus; and
- b. Authorize the sale of the surplus equipment at public auction.

Fiscal Impact:

There is no impact to the General Fund. Revenues from the sale of these fixed assets will be deposited into the Public Works Department's Budget Unit 925600 (Fleet), Account Number 88007 (Sale of Surplus) and Budget Unit 311000 (Roads), Account Number 88007 (Sale of Surplus), Child Support's budget Unit 326000, Account Number 88025 (Other Revenue), and Budget Unit 510000 (Human Services), Account Number 88025 (Other Revenue).

BACKGROUND:

The Fleet Division of Public Works has 31 vehicles and four pieces of equipment that have been taken out of service as listed below. These vehicles and equipment are eligible to be designated as "surplus" and offered at Public auction at this time. Most of the vehicles have met the mileage and age requirement to be sold. The vehicles that have not met the mileage requirement have repair issues or usage challenges by Motorpool. Many of these vehicles have been replaced with new vehicles this current year. Public Works is diligently working to sell them quickly to generate a higher surplus value.

(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

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

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item
SURPLUS VEHICLES/EQUIPMENT DECLARATION
October 26, 2021
Page 2 of 2

EQUIPMENT #	SERIAL #	YEAR	MAKE	MODEL	MILEAGE	REASON FOR SELLING
51201	1HTSCABRX2H408773	2002	INTERNATIONAL	4700	Unavailable	AGE
51354	C091138	2000	JOHN DEERE	JDLT155	N/A	NOT RUNNING
51355	B075994	2000	JOHN DEERE	JDLT155	N/A	NOT RUNNING
52007	1GCCS19X538203386	2003	CHEVROLET	S-10	50946	AGE
52012	1FBSS31L36HA66232	2006	FORD	E350	122436	AGE AND MILEAGE
52022	1GCGC24UX2Z179399	2001	CHEVY	C-2500	136820	AGE AND MILEAGE
52062	1GCCS19X638204675	2003	CHEVROLET	S-10	140740	AGE AND MILEAGE
52070	1FMNE31L93HB42639	2003	FORD	E350-VAN	87859	AGE
52073	1FTEE14N7SHB54101	1995	FORD	VAN-E150	130139	AGE AND MILEAGE
52118	1GCGC33RXXF077211	1999	CHEVROLET	3500	92661	AGE AND MILEAGE
52165	1GCDT13X64K124310	2004	CHEVROLET	S-10 4X4	83178	AGE
52352	4T1BD1FK7CU006897	2012	TOYOTA	CAMRY HYBRID	127875	AGE AND MILEAGE
52353	4T1BD1FK3CU008985	2012	TOYOTA	CAMRY HYBRID	119258	AGE AND MILEAGE
52357	4T1BD1FK0CU028255	2012	TOYOTA	CAMRY HYBRID	115223	AGE AND MILEAGE
52361	3FAHP0GA3CR249187	2012	FORD	FUSION	80090	AGE AND MILEAGE
52364	3FAHPOGA3CR249190	2012	FORD	FUSION	47960	AGE
52365	3FAHP0GA5CR249191	2012	FORD	FUSION	45817	AGE
52370	4T1BD1FK1DU068460	2013	TOYOTA	CAMRY HYBRID	89800	AGE AND MILEAGE
52371	4T1BD1FKXDU69025	2013	TOYOTA	CAMRY HYBRID	81323	AGE AND MILEAGE
52392	4T1BD1FK5DU068252	2013	TOYOTA	CAMRY HYBRID	99475	AGE AND MILEAGE
52393	4T1BD1FK7DU070262	2013	TOYOTA	CAMRY HYBRID	96038	AGE AND MILEAGE
52940	5ASAK274X2F026670	2002	GEM	E825	N/A	NOT RUNNING
52941	5ASAK27472F026478	2002	GEM	E825	N/A	NOT RUNNING
52942	5ASAK27482F026506	2002	GEM	E825	N/A	NOT RUNNING
52959	4T1BE46K87U030680	2007	TOYOTA	CAMRY	139481	AGE AND MILEAGE
52966	4T1BE46K07U545690	2007	TOYOTA	CAMRY	70544	AGE AND MILEAGE
52968	JTNBB46K173030213	2007	TOYOTA	CAMRY HYBRID	136437	AGE AND MILEAGE
529205	1N4BZ0CP5HC305839	2017	NISSAN	LEAF	5017	Usage
529206	1N4BZ0CP3HC307380	2017	NISSAN	LEAF	2274	Usage
529207	1N4BZ0CP7HC307463	2017	NISSAN	LEAF	4623	Usage
529208	1N4BZ0CP4HC307467	2017	NISSAN	LEAF	3256	Usage
529209	1N4BZ0CP8HC307620	2017	NISSAN	LEAF	1044	Usage
51334	1H1151	1991	DITCH WITCH	1010	N/A	Old



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM October 26, 2021

SUBMITTED BY: Public Works Department – Dominic Tyburski/Duane Cooper

SUBJECT: PURCHASE OF A FLAT-RACK

SUMMARY:

Overview:

The Roads Division is requesting the purchase of a 2022 Flat-rack.

Recommendation:

Authorize the Purchasing Manager to approve the purchase order of a 2022 Flat-rack to be compliant with the Air Board Standards.

Fiscal Impact:

There is no general fund impact. Funding for this purchase in the amount of \$76,061 is included in the Road Fund Fiscal Year 2021-2022 Adopted Budget within Budget Unit 311000, Equipment accounts 94000.

BACKGROUND:

The Purchasing Division has taken in two bids from Groppetti Auto \$76,061, and Keller Ford \$80,600. Groppetti Auto, as the low bidder, was awarded in the County's bid process. This staff report has been reviewed by the Purchasing Manager for compliance with the County's purchasing requirements. Staff requests your Board approve the final step to move forward with the purchasing of a 2022 Flat-rack. The Flat-rack is being purchased to get the equipment up to the Air Board Standards.

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

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

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM October 26, 2021

SUBMITTED BY: Public Works Department – Dominic Tyburski/Duane Cooper

SUBJECT: PURCHASE OF A WHEEL LOADER

SUMMARY:

Overview:

The Roads Division is requesting the purchase of a 2022 Wheel Loader.

Recommendation:

Authorize the Purchasing Manager to approve the purchase order of a 2022 Wheel Loader to be compliant with the Air Board Standards.

Fiscal Impact:

There is no general fund impact. Funding for this purchase in the amount of \$316,720 is included in the Road Fund Fiscal Year 2021-2022 Adopted Budget within Budget Unit 311000, Equipment accounts 94000.

BACKGROUND:

The Purchasing Division has taken in three bids from Garton Tractor Inc. \$316,720, Pape Machinery \$386,708, and Quinn Company \$422,820. Garton Tractor, as the low bidder, was awarded in the County's bid process. We are buying the tractor to meet the Air Board standards. This staff report has been reviewed by the Purchasing Manager for compliance with the County's purchasing requirements. Staff requests your Board approve the final step to move forward with the purchasing of a 2022 Wheel Loader.

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

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

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM **October 26, 2021**

SUBMITTED BY: Public Works Department – Dominic Tyburski/Duane Cooper

SUBJECT: PURCHASE OF A TRACTOR

SUMMARY:

Overview:

The Roads Division is requesting the purchase of a 2022 Tractor.

Recommendation:

Authorize the Purchasing Manager to approve the purchase order of a 2022 Tractor to be compliant with the Air Board Standards.

Fiscal Impact:

There is no general fund impact. Funding for this purchase in the amount of \$54,671 is included in the Road Fund Fiscal Year 2021-2022 Adopted Budget within Budget Unit 311000, Equipment accounts 94000.

BACKGROUND:

The Roads Division has budgeted to purchase this tractor to help the County be compliant with the Air Board Standards. The Purchasing Division has taken in three bids from Quality Machine Center \$54,671, Lawrence Tractor \$64,282, and Hanford Equipment \$63,699. Quality Machine Center, as the low bidder, was awarded in the County's bid process. This staff report has been reviewed by the Purchasing Manager for compliance with the County's purchasing requirements. Staff requests your Board approve the final step to move forward with the purchasing of a 2022 Tractor.

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ **OTHER:** _____

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

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM October 26, 2021

SUBMITTED BY: Administration – Edward Hill/Matthew Boyett

SUBJECT: RESOLUTION URGING THE CALIFORNIA PUBLIC UTILITIES COMMISSION TO CONSIDER RATE FREEZE AND IDENTIFY COST REFORM MEASURES

SUMMARY:

Overview:

In response to proposed rate increases by Pacific Gas and Electric (PG&E), the County of Kings is joining other jurisdictions in voicing concerns associated with the newly proposed rates and urging the California Public Utilities Commission (CPUC) to consider freezing current rates, evaluating current budgetary practices and implementing rate reform measures.

Recommendation:

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

Fiscal Impact:

There is no fiscal impact with this associated action.

BACKGROUND:

PG&E is currently proposing a 22% increase on residential energy rates. Rising PG&E bills pose a significant

(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

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

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

RESOLUTION URGING THE CALIFORNIA PUBLIC UTILITIES COMMISSION TO CONSIDER RATE FREEZE AND IDENTIFY COST REFORM MEASURES

October 26, 2021

Page 2 of 2

threat to many of the county's disadvantaged communities and struggling families trying to make ends meet. Such rate increases also impede job creation and pose threats to the county's local economy. PG&E's rate increases are unsustainable and are an immense financial burden on residents who have no other choice for a service provider.

In addition to the proposed rate increases, the rate structure is deeply flawed. A recent study by Haas Energy Institute at UC Berkley, in conjunction with CAL Matters, found that customers enrolled in the California Alternate Rates for Energy (CARE) program pay more than the average American for undiscounted energy, and PG&E customers pay close to 80% more per kilowatt-hour (kWh) than the national average. This kWh rate is inflated with non-energy generation costs such as Wildfire Fund charges, electric Public Purpose Program charges and Nuclear Decommissioning subsidies that are disproportionately paid by San Joaquin Valley customers.

On top of these inflated rates, Central Valley customers purchase more energy than most others in the state, particularly those in the coastal and mountain regions, due to the climate. With Central Valley customers purchasing more energy than other regions throughout the state, they pay a disproportionate and unfair share of the cost burden. PG&E's rates are determined based on usage demonstrated by "typical" customers, which does not reflect those in the Central Valley.

Finally, the San Joaquin Valley (and more specifically Kings County) continues to increase its solar energy footprint every year due to optimal space and acreage for solar farms. These solar farms contribute substantially to the power grid and overall demand throughout the state. Some of the County's solar projects belong to other government jurisdictions in the state, one being located in the bay area, as well as private entities for purposes of "going green" and generating clean energy throughout the state. The San Joaquin Valley's prime location and infrastructure continue to attract solar farms that support the critical energy demand in the state. The proposed rate increases pose significant inequities in the fact that the Central Valley provides critical energy via solar for those throughout the state while also paying substantially higher energy rates for kWhs used by clients not linked to solar.

Given the inequitable and disproportional financial burden outlined above, it is being requested that the Board, in conjunction with many other jurisdictions throughout the state, support the following:

- Freezing of current PG&E rates until equitable rates and spending control measures to offset rate increases are implemented.
- Internal utility cost cutting and budget analyses, including deep reductions in spending and expenses within the existing organization.
- Rate reforms, which includes a fair and equitable spread of charges across the entire service territory, regional rate setting to better reflect those receiving services, and removal of charges that inflate rates such as Wildfire Fund charges, electric Public Purpose Program charges and Nuclear Decommissioning subsidies.

The resolution has been reviewed and approved by County Counsel as to form.

BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF KINGS, STATE OF CALIFORNIA

IN THE MATTER OF OPPOSING
PACIFIC GAS & ELECTRIC (PG&E)
COMPANY’S JUNE 2021 GENERAL
RATE CASE (GRC) FILING TO THE
CALIFORNIA PUBLIC UTILITIES
COMMISSION REQUESTING
SUBSTANTIAL RATE INCREASES /

RESOLUTION NO. _____

WHEREAS, PG&E, as the State’s largest Investor Owned Utility (IOU), is required to submit all requests for rate increases to the California Public Utilities Commission (CPUC), which includes extensive public outreach and participation in the communities served and customers impacted by its rates and services; and

WHEREAS, PG&E’s rate filing to the CPUC includes proposed residential rate increases as high as 18% in 2023, and a cumulative increase of over 22% by 2026; and

WHEREAS, the changing climate conditions in the State, aggressive renewable energy goals, and inverse condemnation laws have all played significant roles in the escalation of rates charged by the State’s IOUs and have been inequitably added to the kilowatt-hour (kWh) price burdening the San Joaquin Valley’s (SJV) most vulnerable; and

WHEREAS, a report issued by the Haas Energy Institute at University of California, Berkeley, in conjunction with CAL Matters, determined that PG&E customers, on average, pay 80% more per kWh than the national average, and low-income households enrolled in the California Alternate Rates for Energy (CARE) program pay more than the average American household for undiscounted energy; and

WHEREAS, the upward trajectory of PG&E’s rates have been deemed a “rate crisis” with costs growing faster than inflation and wages which are of significant concern due to the burden placed on disadvantaged communities and local economies; and

WHEREAS, PG&E’s flawed kWh rate structure is severely inequitable and includes costs like Wildfire Fund Charges, Electric Public Purpose Programs, and Nuclear Decommissioning subsidies that are disproportionately paid by SJV customers; and

WHEREAS, due to our climate, SJV customers buy more electricity annually than coastal, northern, or mountain regions, which means SJV customers unfairly carry an excessive and disproportionate share of the electricity costs and rate burden; and

WHEREAS, Kings County leaders believe that the CPUC, State leaders, and PG&E must commit to comprehensive energy policy discussions to facilitate true electricity rate reforms, which are essential to protect the unsustainable burden to our citizens.

NOW, THEREFORE, BE IT HEREBY RESOLVED as follows:

1. The County of Kings hereby calls upon PG&E and the CPUC to reconsider the GRC filing for 2023-2026 and requests a "Rate Freeze" be executed, prior to the approval of any additional rate increases.
2. The "Rate Freeze" shall only be lifted upon the implementation of true and equitable rate reforms.
3. PG&E shall continue to identify internal cost cutting and spending control measures, including a substantial reduction of non-essential expenses within their existing organization.
4. This resolution shall be effective upon final approval and submitted to the CPUC through the public participation process required during the GRC filing.

The foregoing resolution was adopted upon motion by Supervisor _____, seconded by Supervisor _____, at a regular meeting held on the 26th day of October, 2021, by the following vote:

AYES: Supervisors
NOES: Supervisors
ABSENT: Supervisors
ABSTAIN: Supervisors

By: _____
Craig Pedersen, Chairman of the
Board of Supervisors, County of Kings
State of California

WITNESS my hand and seal of said Board of Supervisors, this _____ day of October, 2021.

By: _____
Clerk of said Board of Supervisors



JOE NEVES – DISTRICT 1
LEMOORE & STRATFORD

RICHARD VALLE – DISTRICT 2
AVENAL, CORCORAN, HOME GARDEN
& KETTLEMAN CITY

DOUG VERBOON – DISTRICT 3
NORTH HANFORD, ISLAND DISTRICT
& NORTH LEMOORE

CRAIG PEDERSEN – DISTRICT 4
ARMONA & HANFORD

RICHARD FAGUNDES – DISTRICT 5
HANFORD & BURRIS PARK

COUNTY OF KINGS BOARD OF SUPERVISORS

MAILING ADDRESS: KINGS COUNTY GOVERNMENT CENTER, HANFORD, CA 93230
OFFICES AT: 1400 W. LACEY BLVD., ADMINISTRATION BUILDING # 1, HANFORD
(559) 852-2362, FAX: (559) 585-8047
Web Site: <http://www.countyofkings.com>

October 26, 2021

Marybel Batjer, President, CA Public Utilities Commission (CPUC)
California Public Utilities Commissioners
505 Van Ness
San Francisco, CA 94102

RE: Pacific Gas & Electric Company's (PG&E) 2023-2026 General Rate Case (GRC)

Dear President Batjer and Commissioners:

I am writing on behalf of the County of Kings to share our serious concerns over PG&E's proposed 22% residential rate increase request, as well as the inequitable electricity rate structure we currently face here in our communities. Like our neighboring cities and counties, our constituents face a variety of challenges, and unfortunately, enormous PG&E bills are a significant threat to so many of our disadvantaged communities and struggling families trying to make ends meet. They are also an impediment to job creation and pose a threat to our local economies.

We do not stand alone in these concerns. We join the many throughout the PG&E service territory who are also alarmed by the upward trajectory of PG&E's rate increases. These increases are simply unsustainable and an immense financial burden to the people who have no other choice for a service provider.

In addition to the rate increases and the burden they put on our citizens; we are deeply troubled by the flawed rate structure. A recent study by Haas Energy Institute at UC Berkley, in conjunction with CAL Matters, found that customers enrolled in the California Alternate Rates for Energy (CARE) program pay more than the average American for undiscounted energy, and PG&E customers pay close to 80% more per kilowatt-hour (kWh) than the national average. PG&E's kWh price includes costs like a Wildfire Fund charge and electric Public Purpose Program and Nuclear Decommissioning subsidies that are disproportionately paid by San Joaquin Valley customers – which includes Kings County.

Because of our climate, San Joaquin Valley customers annually buy more electricity than coastal, northern or mountain regions, which means these customers unfairly carry an excessive and disproportionate share of the cost burden. Furthermore, the PG&E rate models that demonstrate usage of "typical" customers do not accurately reflect the Central Valley Region. Finally, the San Joaquin Valley continues to increase its solar energy footprint every year due to optimal space and acreage for solar farms. These solar farms contribute substantially to the power grid and overall demand throughout the

state. Some of the County's solar projects belong to other government jurisdictions in the state, one being located in the bay area, as well as private entities for purposes of "going green" and generating clean energy throughout the state. The San Joaquin Valley's prime location and infrastructure continue to attract solar farms that support the critical energy demand in the state. The proposed rate increases pose significant inequities in the fact that the Central Valley provides critical energy via solar for those throughout the state while also paying substantially higher energy rates for kWhs used by clients not linked to solar. This severe inequity needs to change now.

We are joining public agencies around the State and request the Commission and PG&E to consider the following:

- Freeze current rates until equitable rate reforms and spending control measures to offset rate increases are implemented.
- Internal utility cost cutting and budget analysis, including deep reductions in spending and expenses within the existing organization
- Rate Reform, including the following:
 - A fair and equitable spread of charges across the entire service territory
 - Regional rate setting models to better reflect those receiving service
 - Removal of charges from the volumetric kWh that are not directly related to the cost to procure and deliver electricity. This includes, but is not limited to, Wildfire Fund Charges, electric Public Purpose Program and Nuclear Decommissioning

We are aware of the extensive magnitude of this request. However, we are not alone in our belief that these unsustainable rates have caused a crisis not only here in Kings County, but for many throughout the State. As the regulatory authority handling this request, we thank you for your time and consideration of our request.

Sincerely,

Craig Pedersen, Chairman



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM October 26, 2021

SUBMITTED BY: Administration – Edward Hill

SUBJECT: KETTLEMAN CITY EMERGENCY WATER ALLOCATION STATUS
UPDATE

SUMMARY:

Overview:

On October 12, 2021 your Board adopted Resolution Number 21-069 requesting the Department of Water Resources to provide Kettleman City with an emergency allocation of water supply for 2022. Additionally, on October 4, 2021, the County Administration Office submitted a letter of petition to the Department of Water Resources for the same purpose. On October 21, 2021, the Department of Water Resources provided their response which does not address the needs of Kettleman City as outlined in the above mentioned documents.

Recommendation:

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

Fiscal Impact:

There is no fiscal impact with this associated action.

BACKGROUND:

The residents of Kings County are increasingly challenged by worsening drought conditions and an inadequate water infrastructure, which has plagued the County for decades. These conditions have caused the fallowing of tens of thousands of acres of farmland and related significant unemployment, with more of both expected along with the inevitable negative impact on quality of life for all. The year 2021 is experiencing a severe drought, and drought conditions are expected to continue into 2022.

(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

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

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

KETTLEMAN CITY EMERGENCY WATER ALLOCATION STATUS UPDATE

October 26, 2021

Page 2 of 2

The Kettleman City Community Services District (KCCSD) provides water service to the residents of Kettleman City and surrounding areas, and has a new surface water treatment plant that began operation in November 2019 and is providing treated water to the Kettleman City residences. Due to the continued drought conditions, Kettleman City's residential and commercial communities need an additional 310 acre-feet water supply from the California Aqueduct to meet their needs going into 2022.

Kettleman City supplies water for the water treatment plant through the State Water Contract that the County of Kings has with the Department of Water Resources (DWR). By agreement, KCCSD has been allocated a 900 acre-foot portion of the County's contract. KCCSD pays all costs for the portion assigned to KCCSD.

Last year, KCCSD was provided a five percent (5%) water supply for 2021, but they had carryover water from previous years which enabled the District to meet the year's supply. At the end of 2021, there will be no or minimal carry over supply into 2022. The KCCSD services the commercial area, which is at the intersection of Highway 41 and Interstate-5 for customers using the gas stations and restaurants. The KCCSD commercial area uses approximately 40% of the Kettleman City water supply. The KCCSD has an existing Resolution, No. 15-07, for Water Conservation of the Residences and Commercial Area, which was adopted on June 16, 2015. Additionally, the KCCSD has recently adopted Resolution No. 21-05 Declaring Water Supply Emergency on September 29, 2021. The Kettleman City residences and commercial users have minimal landscaping in the residential area, and are using artificial turf in the commercial area as required.

On October 12, 2021 your Board adopted Resolution Number 21-069 requesting the Department of Water Resources provide Kettleman City with an emergency allocation of water supply for 2022. Additionally, on October 4, 2021, the County Administration Office submitted a letter of petition to the Department of Water Resources for the same purpose. On October 21, 2021, the Department of Water Resources provided their response which does not address the needs of Kettleman City as outlined in the above mentioned documents.

In summary, the Department of Water Resources' response outlines their priorities for water supplies moving forward. These priorities include, "First for health and safety supplies, second to protect and benefit endangered species, third to conserve critical storage in case of a dry 2023, and fourth to meet additional water supply needs if sufficient supplies exist." Given this response, it is clear the Department of Water Resources does not fully understand the situation in Kettleman City. A copy of the response from the Department of Water Resources is attached.

Given this, we are requesting your Board receive this update, hear testimony from Tulare Lake Basin Water Storage and take additional actions as deemed necessary.

DEPARTMENT OF WATER RESOURCES

P.O. BOX 942836
SACRAMENTO, CA 94236-0001
(916) 653-5791



October 18, 2021

Mr. Edward Hill
County Administrative Officer
County of Kings
1400 W. Lacey Boulevard
Hanford, California 93230

Dear Mr. Hill:

The Department of Water Resources (DWR) has received your letter, along with the supporting information from Kettleman City Community Services District (KCCSD), requesting an additional allocation to address KCCSD's projected supply shortage. In the petition letter, you identified a 96 acre-foot need to meet baseline health and safety supply needs of Kettleman City. Additionally, it identifies a 214 acre-foot amount necessary to meet the projected use by the commercial entities supplied by KCCSD.

Let me first share with you the information I provided before the State Water Resources Control Board last month regarding the plan for allocating State Water Project (SWP) supplies. On September 21, 2021 I explained that the extreme hydrology that California has seen this year has heavily depleted the SWP's storage. I also identified the priorities for which scarce water supplies would be directed in 2022. First for health and safety supplies, second to protect and benefit endangered species, third to conserve critical storage in case of a dry 2023, and fourth to meet additional water supply needs if sufficient supplies exist.

With these priorities in mind, DWR will be working with the County of Kings (County) in an effort to ensure that Kettleman City can meet basic sanitation, domestic supply, and fire suppression needs. Meeting these needs, along with meeting similar needs from many of our other customer agencies, will be the SWP's first priority.

As for the 214 acre-feet requested in addition to the health and safety need, that falls under the fourth priority identified for direct SWP water supply use in 2022. While the water supply conditions for next year are unknown, it is very possible that water will not be available to meet these requests. However, DWR has already engaged with other customer agencies to identify those that may be able to transfer a portion of their supplies to KCCSD via the County. DWR is prepared to meet with KCCSD and its commercial water users to help arrange their purchase of water from another contractor if that is an option for the County and KCCSD. DWR cannot use state funding to purchase water for commercial businesses.

Mr. Edward Hill
October 18, 2021
Page 2

If you have questions regarding this information, or would like additional engagement with DWR in investigating transfer opportunities, please contact John Yarbrough, Assistant Deputy Director to the SWP at (916) 803-9203.

Sincerely,

A handwritten signature in black ink that reads "Karla Nemeth". The script is cursive and fluid.

Karla A. Nemeth
Director



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM October 26, 2021

SUBMITTED BY: Interim County Counsel – Diane Freeman

SUBJECT: **ADOPTION OF ORDINANCE REPEALING SUPERVISORIAL DISTRICT BOUNDARIES AND PROVIDING THAT NEW BOUNDARIES WILL BE ADOPTED BY RESOLUTION**

SUMMARY:

Overview:

On October 19, 2021, the Board introduced and waived the first reading of an ordinance repealing the boundaries of the supervisorial districts in the Kings County Code of Ordinances and providing that new boundaries will be established by resolution, as allowed by recently enacted legislation. The ordinance is now brought to the Board for a second reading and adoption. Adoption of boundaries by resolution will allow more time for the Board to adopt a map and respond to public input.

Recommendation:

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

Fiscal Impact:

None.

BACKGROUND:

Every ten years, after the U.S. Census data is released, the County is required to evaluate whether its supervisorial districts have approximately equal populations using the new census data. Because of the COVID-19 pandemic, the Census Bureau was about six months behind schedule in releasing census data. As a result, the County has about half the amount of time to redistrict as it did in the past.

(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

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

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

ADOPTION OF ORDINANCE REPEALING SUPERVISORIAL DISTRICT BOUNDARIES AND PROVIDING THAT NEW BOUNDARIES WILL BE ADOPTED BY RESOLUTION

October 26, 2021

Page 2 of 2

In addition, recent legislation known as the Fair Maps Act (AB 849) requires the Board to hold at least four public hearings, at specified times, prior to adopting a final map. The deadline for adoption of a map is December 15, 2021. The current proposed schedule provides for a first reading of the ordinance adopting a new map on December 7, 2021, and second reading on December 14, 2021. This fixes December 7, 2021 as the last day for debate. If the Board adopts a new map by resolution, it will preserve the option to extend the debate beyond the December 7, 2021, public hearing if required.

Senate Bill 594, which was enacted September 27, 2021, expressly allows counties to adopt supervisorial districts by resolution or ordinance as set forth in Elections Code 21500. Adoption of supervisorial districts by resolution will allow additional time for the Board to adopt its supervisorial district maps and for the public to provide input.

ORDINANCE NO. _____

**AN ORDINANCE OF THE COUNTY OF KINGS REPEALING
CHAPTER 2, ARTICLE 1, SECTIONS 2-8 THROUGH 2-12 OF THE CODE OF
ORDINANCES IN THEIR ENTIRETY AND ENACTING NEW CHAPTER 2,
ARTICLE 1, SECTION 2-8 RELATING TO SUPERVISORIAL DISTRICT
BOUNDARIES**

The Board of Supervisors of the County of Kings ordains as follows:

Section 1. That the Code of Ordinances, County of Kings Chapter 2, Article 1, Sections 2-8 through 2-12, heretofore adopted by Ordinance No. 653 on July 26, 2011, are hereby repealed in their entirety, effective as of the date a resolution approving new supervisorial boundaries is adopted by the board.

Section 2. That the Code of Ordinances, County of Kings, is hereby amended by adding Chapter 2, Article 1, Section 2-8 which reads as follows:

Sec 2-8 Supervisorial District Boundaries. Following each federal decennial census, the board shall, by resolution, adopt boundaries for all of the supervisorial districts of the county so that the supervisorial districts shall be substantially equal in population as required by the United States Constitution and California Elections Code section 21500, et seq., as may be amended.

Section 3. Sections 2-9 through 2-12 are hereby reserved.

Section 4. This ordinance shall become effective thirty (30) days after it is passed and adopted.

PASSED AND ADOPTED by the Board of Supervisors of the County of Kings, State of California, on the 19th day of October 2021, by the following vote:

AYES: Supervisors
NOES: Supervisors
ABSENT: Supervisors
ABSTAIN: Supervisors

Craig Pedersen, Chairman
Board of Supervisors, County of Kings,

WITNESS my hand and seal of said Board of Supervisors this _____ day of
October 2021.

Supervisors

Catherine Venturella, Clerk of said Board of



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM October 26, 2021

SUBMITTED BY: Interim County Counsel – Diane Freeman

SUBJECT: WRITTEN COMMENTS TO THE CALIFORNIA REDISTRICTING
COMMISSION REQUESTING AN AMENDMENT TO PROPOSED
LEGISLATIVE DISTRICT BOUNDARIES

SUMMARY:

Overview:

On October 19, 2021, members of the Board expressed a desire to consider providing written comments to the California Redistricting Commission and request an amendment to the Commission's proposed District Boundaries.

Recommendation:

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

Fiscal Impact:

None.

BACKGROUND:

On October 19, 2021, members of the Board expressed a desire to consider providing written comments to the California Redistricting Commission and request an amendment to the Commission's proposed District Boundaries. In response, staff prepared written comments consistent with the Board's direction and now submits them for the Board's consideration.

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

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

CATHERINE VENTURELLA, Clerk of the Board

By _____, Deputy.



JOE NEVES – DISTRICT 1
LEMOORE & STRATFORD

RICHARD VALLE – DISTRICT 2
AVENAL, CORCORAN, HOME GARDEN
& KETTLEMAN CITY

DOUG VERBOON – DISTRICT 3
NORTH HANFORD, ISLAND DISTRICT
& NORTH LEMOORE

CRAIG PEDERSEN – DISTRICT 4
ARMONA & HANFORD

RICHARD FAGUNDES – DISTRICT 5
HANFORD & BURRIS PARK

COUNTY OF KINGS BOARD OF SUPERVISORS

MAILING ADDRESS: KINGS COUNTY GOVERNMENT CENTER, HANFORD, CA 93230
OFFICES AT: 1400 W. LACEY BLVD., ADMINISTRATION BUILDING # 1, HANFORD
(559) 852-2362, FAX: (559) 585-8047
Web Site: <http://www.countyofkings.com>

October 26, 2021

California Citizens Redistricting Commission
721 Capitol Mall, Suite 260
Sacramento, CA 95814

Dear Commissioners:

The County of Kings Board of Supervisors ("Board") requests that the Citizens Redistricting Commission ("Commission") amend the proposed district boundaries on maps ADATULARE (VADA_Tulare_1013) and ADAF-Kings (VADA_Fresno-Kings_1013) to keep the City of Corcoran in its entirety within the same district as the remainder of the County of Kings. The current proposed boundaries divide the City of Corcoran ("Corcoran") into two separate legislative districts with one politically severed from Kings County communities and grouped with Tulare County communities. The proposed division disadvantages Corcoran, and the many communities of Kings County who rely on their collective voice to gain legislative influence.

Corcoran is a small rural community located near the Kings County/Tulare County border. It has a total population of approximately 23,000 residents. Its residents share the same police, fire, public transit and public works agencies. They share common interests in issues affecting the City's schools, parks, and economy. The residents of Corcoran pay taxes to Kings County, and use Kings County public health, mental health, roads, and other services. Kings County is comprised of four cities, including Corcoran, and a number of disadvantaged communities. It has long standing ties with Kings County and shares common interests with other rural Kings County communities that it does not share with Tulare County communities.

Kings County and Corcoran would suffer a disadvantage if Corcoran is divided into separate legislative districts as proposed. The division would disenfranchise Corcoran residents from the political processes of either district by stifling outreach to the limited number of residents in each district. It would also mean that two separate assembly members with potentially competing interests would represent the small community. Such conflict is unnecessary and would undermine both Corcoran and the County's interests. More important, separation would create an illogical and unnecessary political divide. Kings County residents in the Tulare district would be legislatively disconnected from the greater portion of Kings County, and they would have a diminished ability to advocate and influence through representation the common interests they hold with other Kings County communities.

In recognition of the long-standing and vital links between the City of Corcoran and the County of Kings, the Board strongly urges the Commission to modify the proposed boundaries in a manner that will keep the City of Corcoran and the County of Kings whole.

Sincerely,

Craig Pedersen, Chair
Kings County Board of Supervisors



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM October 26, 2021

SUBMITTED BY: Interim County Counsel – Diane Freeman

SUBJECT: WRITTEN COMMENTS TO THE U.S. CONGRESS AND SENATE OPPOSING
THE SENSIBLE TAXATION EQUITY PROMOTION ACT

SUMMARY:

Overview:

On October 19, 2021, members of the Board expressed a desire to consider providing written comments to the federal legislature opposing the Sensible Taxation Equity Promotion Act.

Recommendation:

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

Fiscal Impact:

None.

BACKGROUND:

On October 19, 2021, members of the Board expressed a desire to consider providing written comments to the U.S. Congress and Senate opposing the Sensible Taxation Equity Promotion Act (STEP). In response, staff prepared written comments consistent with the Board's direction and now submits them for the Board's consideration.

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

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

CATHERINE VENTURELLA, Clerk of the Board

By _____, Deputy.



JOE NEVES – DISTRICT 1
LEMOORE & STRATFORD

RICHARD VALLE – DISTRICT 2
AVENAL, CORCORAN, HOME GARDEN
& KETTLEMAN CITY

DOUG VERBOON – DISTRICT 3
NORTH HANFORD, ISLAND DISTRICT
& NORTH LEMOORE

CRAIG PEDERSEN – DISTRICT 4
ARMONA & HANFORD

RICHARD FAGUNDES – DISTRICT 5
HANFORD & BURRIS PARK

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October 26, 2021

The Honorable Nancy Pelosi
Speaker
U.S. House of Representatives
H-232, The Capitol
Washington, D.C. 20515

The Honorable Charles E. Schumer
Majority Leader
U.S. Senate
322 Hart Senate Office Building
Washington, D.C. 20510

Dear Speaker Pelosi and Leader Schumer:

The County of Kings Board of Supervisors ("County") writes in opposition to the Sensible Taxation and Equity Promotion Act (STEP). The STEP Act focuses on taking gifts and other transactions that previously were not subject to any income tax and making those transactions gain recognition events. Under the STEP Act, most gifts, subject to an exemption during life and at death, would be treated as a sale of property. Additionally, under the STEP Act, certain transfers into grantor trusts would trigger capital gains tax; every 21 years an irrevocable trust would have to pay capital gains tax as if it sold all the assets; and there would no longer be a step up in basis at death.

The STEP Act would put Kings County's economy at serious risk by threatening the continued viability of many of its family farms and rural businesses. As you may know, Kings County is predominantly agricultural based. It is among the nearly 70 percent of America's 3,069 rural counties that would be severely impacted by the STEP Act's passage. Of its 1,391 square miles, approximately 90.2 percent is devoted to agricultural uses. In addition, many of the County's communities are declared disadvantaged by California because they disproportionately suffer from a combination of economic, health, and environmental burdens. These burdens include poverty and high unemployment. The County relies on its local farming operations to provide jobs and sustain its economic base.

The proposed new tax on farmland and equipment would be detrimental to the wellbeing of the County as it would force inheritors to retroactively pay taxes for purchases made decades ago, and would likely result in the liquidation of assets from multi-generational family farms to cover the newly imposed tax burden. This would lead to the closing of local farms and the migration of residents out of the County's rural community. Such impact would further disadvantage the County's existing communities and would create a ripple effect through King County's entire population base.

With such serious and untenable consequences at issue, the County opposes the STEP Act and requests that you deny its passage.

Sincerely,

Craig Pedersen, Chair
Kings County Board of Supervisors



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM October 26, 2021

SUBMITTED BY: Human Resources – Henie Ring

SUBJECT: MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY AND THE
FIREFIGHTERS' ASSOCIATION

SUMMARY:

Overview:

The County's previous agreement with the Firefighters' Association expired June 30, 2021. Negotiations have been conducted in good faith and a successor agreement was reached between the parties for a two-year term ending June 30, 2023. The agreement was ratified by the membership of the Association and staff recommends approval by the Board of Supervisors.

Recommendation:

Authorize the Human Resources Director and designated staff to sign the successor agreements with the Firefighters' Association with a term ending June 30, 2023.

Fiscal Impact:

The agreement provides for a 4 range (approximately 4%) salary increase effective October 18, 2021 (Pay Period 22-2021) for all represented positions, and an additional 1 range (approximately 1%) salary increase for the Heavy Equipment Operator. It also includes an increase of \$50 annually to the employer contribution of the deferred compensation. The second year of the agreement includes a 3 range (approximately 3%) salary increase effective July 11, 2022 (Pay Period 15-2022). The cost for year one of this contract is approximately \$402,739. The cost for year two is estimated to be approximately \$283,306; however, the cost could be higher, dependent upon anticipated CalPERS retirement rate increases and Social Security cost with higher salaries implemented in Fiscal Year 2021-2022.

BACKGROUND:

The previous agreement with the Firefighters' Association expired on January 31, 2020. On October 13, 2020, the County and the Association agreed to extend the Memorandum of Understanding through June 30, 2021. The
(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

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

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY THE FIREFIGHTERS' ASSOCIATION

October 26, 2021

Page 2 of 2

County and the Association began negotiations in April 2021 and have reached an agreement for a successor agreement for a two-year term ending June 30, 2023.

The proposed agreement provides for a 4 range (approximately 4%) salary increase on October 18, 2021 (Pay Period 22-2021), including an additional 1 range (approximately 1%) salary increase for the Heavy Equipment Operator classification. The second year of the agreement provides for a 3 range (approximately 3%) salary increase on July 11, 2022 (Pay Period 15-2022).

With this agreement, any increases in the health insurance premium amount will be split 50/50 between the employer and employee through the term of the agreement. The Memorandum of Understanding (MOU) has also been updated to incorporate all modifications previously agreed to, as well as minor wording updates, in addition to the elements described above. The MOU is attached with all additions highlighted in red and underlined, and any deletions marked with a strikethrough.

MEMORANDUM OF UNDERSTANDING
FOR JOINT SUBMISSION TO
THE KINGS COUNTY BOARD OF SUPERVISOR
AND
KINGS COUNTY FIREFIGHTERS' ASSOCIATION
IAFF Local #3747

~~January 31, 2019—January 31, 2020~~
July 1, 2021 through June 30, 2023

BY AND BETWEEN
AUTHORIZED REPRESENTATIVES OF
KINGS COUNTY
(hereinafter "County")

AND

AUTHORIZED REPRESENTATIVES OF
KINGS COUNTY FIREFIGHTERS' ASSOCIATION
IAFF Local #3747
(hereinafter "~~Union~~Association")

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ARTICLE 1 PREAMBLE

Representatives of the County of Kings and representatives of the Kings County Firefighters' Association have met and conferred in good faith and have mutually agreed as a result of this process to recommend to the Board of Supervisors of the County of Kings and the general membership of the Kings County Firefighters' Association adoption of this Memorandum of Understanding and implementation of its terms and conditions of employment.

ARTICLE 2 PRIOR AND EXISTING CONDITIONS

All rights, privileges, benefits and terms and conditions of employment as of the date of this Memorandum of Understanding, which are not specifically set forth herein, shall remain in full force, unchanged and unaffected during the term of this agreement, unless changed as provided by law.

ARTICLE 3 TERM OF MEMORANDUM

Except where otherwise specifically stated, this Memorandum of Understanding shall be effective for the period ~~January 31, 2019~~ July 1, 2021 through ~~January 31, 2020~~ June 30, 2023.

During the term of this Agreement, the parties agree to continue discussions regarding job duties and compensation for the Heavy Equipment Operator. The parties agree to start these negotiations on October 15, 2021 and to attempt to reach an agreement within 60 calendar days.

ARTICLE 4 FAMILY SICK LEAVE

In compliance with Labor Code 233, an employee shall be permitted to use in any calendar year the employee's accrued and available sick leave entitlement, in an amount not less than the sick leave that would be accrued during six months at the employee's then current rate of entitlement, to attend to:

- 1) A child, which for purposes of this article means a biological, adopted, foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis. This definition of a child is applicable regardless of age or dependency status;
- 2) A biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child;
- 3) A spouse;
- 4) A registered domestic partner;
- 5) A grandparent;
- 6) A grandchild; or
- 7) A sibling.

The categories of qualifying family members defined above are defined by law as of the signing of this agreement. The intent of this section is to reflect the requirements of current law and this section is not intended to contradict, supplement, or diminish these legal requirements. Accordingly, any changes to such applicable laws shall supersede this MOU section.

All conditions and restrictions placed by the County upon the use by an employee of sick leave shall also apply to use by an employee of sick leave to attend to an illness of their family member as defined above. This article does not extend the maximum period of leave to which an employee is entitled under Section 12945.2 of the Government Code or under the Family Medical Leave Act of 1993, regardless of whether the employee receives sick leave compensation during that leave.

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

ARTICLE 5 LIMITED DUTY

- A) All safety employees who have sustained injuries or illnesses which preclude the full performance of their regular duties shall be eligible for limited duty provided the illness or injury was not job-related. The test for this will be that the employee has not filed a worker's compensation claim with the County for the specific illness or injury in question. It is understood that employees injured on the job and receiving salary under Section 4850 of the Labor Code will be given first priority for limited duty assignment.
- B) Limited duty assignments shall be made only after the employee furnishes written medical evidence acceptable to the Department Head which specifically addresses the range of physical activities the employee is permitted to perform, together with a diagnosis of the illness or injury and, if possible, the prognosis and estimated date full duties may be resumed. The employee, as a condition of being assigned to limited duty, may be required to furnish additional medical information as required by the department. Medical evidence submitted may be reviewed by the County Health Officer who shall make the final decision on qualifications.
- C) The Department Head or designee shall maintain a list of employees who are eligible for limited duty assignments. The list shall be kept in the order of the date the employee requested limited duty. A written request may be required.
- D) The Department Head or designee shall determine which assignments are placed on the limited duty list. Only work which is determined by the Department Head to be necessary and related to the professional fire service shall be assigned as limited duty. While the list of assignments is controlled by the Department Head or designee, the Employees' Association may nominate jobs for inclusion on the list. The Department Head may appoint a committee to review potential limited duty assignments and make recommendations to him

as to whether or not they are appropriate for inclusion on the list. The list shall be public record.

- E) The final assignment of limited duty shall be made by the Department Head. Where possible, assignment should be based on the order of those on the limited duty eligible list. When there are multiple names on the list, the work should be divided as equitably as possible among such eligibles. Refusal of a limited duty assignment may be grounds for denial of sick leave and for disciplinary action.
- F) Limited duty shall be governed by the same standards and regulations as the employee's regular duties. Failure to meet established work standards shall be subject to the same sanctions as those in effect for regular duties.

ARTICLE 6 SALARIES

~~There will be no salary increase during the term of this agreement. The current salary schedule is attached as Appendix A.~~

All employees in classifications covered by this Agreement (see Article 30 – RECOGNITION) shall receive a 4.0 range (approximately 4%) salary increase effective October 18, 2021 (PP22-2021) or upon ratification and approval of the Board of Supervisors, whichever is later. Additionally, the Heavy Equipment Operator shall receive an additional 1.0 range (approximately 1%) salary increase effective October 18, 2021 (PP22-2021) or upon ratification and approval of the Board of Supervisors, whichever is later.

In the second year of this Agreement (Fiscal Year 2022-2023), all employees in classifications covered by this Agreement (see Article 30- RECOGNITION) shall receive a 3.0 range (approximately 3%) salary increase effective July 11, 2022 (PP15-2022).

ARTICLE 7 SPECIAL COMPENSATION

- A) All represented employees who obtain and maintain EMT-D qualification shall be entitled to additional compensation in the amount of \$15.00 per pay period.
- B) Four (4) represented employees who obtain and maintain instructor certificates in C.P.R. and First Aid (two employees, one on each shift, maximum) or E.M.T. shall be entitled to additional compensation in the amount of \$42.00 per pay period. Three (3) represented employees who obtain and maintain instructor certificates in Hazardous Materials - first responder operations (at least one on each shift) shall be entitled to additional compensation in the amount of \$42.00 per pay period. Selection of certified instructors shall be made by the Fire Chief, with recommendations by the Training Officer. Appointments shall be made biennially beginning the fourteenth pay period of the year. Instructors will be reviewed by the Training Officer on a yearly basis with their performance as an instructor and class evaluations being considered in evaluating their overall performance and in considering re-appointment to the position. Instructors can be removed at any time at the discretion of the Fire Chief.

- C) The employee is responsible for providing the Fire Chief with acceptable verification upon obtaining EMT-D qualification. A request from the Fire Chief is to be sent to Personnel with appropriate verification before special compensation may be approved by Human Resources.
- D) Effective November 25, 2013 (pay period 13-25), all represented employees who obtain and maintain a Fire Officer or Company Officer certification shall be entitled to additional compensation in the amount of \$42.00 monthly (or \$19.38 per pay period). All represented employees who obtain and maintain a Chief Officer or Chief Fire Officer certification shall be entitled to additional compensation in the amount of \$85.00 monthly (or \$39.23 per pay period). Appropriate certification documentation must be received by the department prior to payment authorization. Employees receiving compensation for Chief Officer or Chief Fire Officer shall not be entitled to receive additional compensation for Fire Officer or Company Officer certification.

ARTICLE 8 RETIREMENT

- 1. New Members – Employees hired on or after January 1, 2013 and designated as “new members” to CalPERS are eligible for the PERS 2.7% at 57 Safety Plan pursuant to AB 340/SB197 (Pension Reform Act of 2013). These employees pay the entire employee contribution rate reviewed and set annually by CalPERS, ~~currently 10.75% of salary~~. Such payment shall vest to the employee.
- 2. Classic Members – County employees hired prior to January 1, 2013, or those hired on or after that date that are not designated as “new members” to CalPERS 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 9 UNIFORMS

- ~~A) Effective Fiscal Year 2019-20, funding shall be placed in the Fire Department budget in the amount of \$1,200 per allocated position for uniform purchases for the following classifications: Firefighter, Fire Apparatus Engineer, Fire Captain and Heavy Fire Equipment Operator. An additional \$1,250 per new hire shall be added to the above budget provided the new hire is for a newly allocated position or replacing a vacancy that occurred more than 30 days after the beginning of the fiscal year. Funds remaining in the Fire Department budget UNIFORM ALLOWANCE line item 822050 at the end of the fiscal year shall be encumbered and will carry over to the following year.~~

~~1. For employees hired on or after January 1, 2013 and designated as "new members" to CalPERS, any the uniform allowance as described above will not be subject to reporting as special compensation to PERS pursuant to AB 340/SB197 (Public Employee Pension Reform Act of 2013).~~

~~2. For employees hired prior to January 1, 2013 or otherwise designated as "classic" members, the uniform allowance as described above continues to be subject to reporting as special compensation to PERS. For payroll purposes, effective the first full pay period in Fiscal Year 2016-17 (pay period 2016-15), the uniform annual allowance will be reported to PERS for each classic member as 1/26 of the annual allowance each pay period the employee is on the regular County payroll in paid status. The uniform allowance shall not be reported for any pay period the employee is in unpaid status the entire pay period.~~

~~B) The Fire Department shall make an initial purchase and provide to each eligible employee the following items:~~

- ~~○ 2 Nomex Uniform Shirts, Workrite~~
- ~~○ 3 Nomex Uniform Pants, Workrite~~
- ~~○ 6 Fire Department "House" T-Shirts~~
- ~~○ Appropriate Uniform Patches and Insignia~~
- ~~○ Safety Boots~~

~~C) Repairs, replacement and additional approved (by the department) uniform purchases may be made by the Fire Department with the approval of the Fire Chief if an adequate fund balance exists. The Association is responsible for surveying the needs of the unit and providing the information to the Fire Chief or designee.~~

~~D) The Fire Chief may assign duties related to the purchasing of uniforms to any Fire Department staff including but not limited to any of the above listed classifications. The Association may submit recommendations and evaluations to the Fire Chief for consideration.~~

~~E) All purchasing, repairs and replacement costs of approved Fire Department uniforms shall be borne by the County of Kings if within the above listed budget. All purchasing, repairs and replacement costs of Fire Department uniforms beyond the budgeted amount shall be borne by the employee. Employees shall wear the required uniform in good repair.~~

~~F) When an employee transfers or terminates from a uniformed position, he or she may be required to turn in to the Fire Department all uniform items purchased by the County. Uniform items may be reissued to employees only with the receiving employee's permission.~~

1. Effective July 12, 2021, all employees required to wear a uniform by the County shall receive a uniform allowance of one thousand two hundred dollars (\$1,200.00) per year, paid directly to the employee. Initial uniform allowance paid to new employees shall be paid in a lump sum. New employees shall receive their initial allowance in the first full pay period following the date of employment. Employees who voluntarily terminate within the first 90 days after receiving their initial allowance shall be required to reimburse the County for one-half of their initial allowance. Those who voluntarily terminate during the second 90 days after receiving their initial allowance will be required to reimburse the County for one-quarter of the allowance.
2. Eligible employees who are on the regular County payroll in paid status shall receive the annual uniform allowance as follows: Employees will be paid 1/26 of the annual allowance each pay period in paid status. The uniform allowance shall not be paid for any pay period the employee is in unpaid status the entire pay period.
3. The County agrees to reimburse for one-half the cost of uniforms that are damaged during duty hours or while stored at a County facility, providing that the employee made a reasonable effort to safeguard the uniform. Reimbursement will be based upon the replacement value of the item, based upon its current cost. Such reimbursement shall be made within thirty (30) days from the date of submission of the claim by the employee and related required reports to the Department.
4. For employees hired on or after January 1, 2013 and designated as "new members" to CalPERS, any uniform allowance will not be subject to reporting as special compensation to PERS pursuant to AB 340/SB197 (Public Employee Pension Reform Act of 2013).
5. For employees hired prior to January 1, 2013, or otherwise designated as "classic" members, the uniform allowance continues to be subject to reporting as special compensation to PERS. For payroll purposes, the uniform annual allowance will be reported to PERS for each classic member as 1/26 of the annual allowance each pay period the employee is on the regular County payroll in paid status. The uniform allowance shall not be reported for any pay period the employee is in unpaid status the entire pay period.
6. Employees shall wear the required uniform in good repair.
7. When an employee transfers or terminates from a uniformed position, they may be required to turn in to the Fire Department all uniform items purchased by the County. Uniform items may be reissued to employees only with the receiving employee's permission.

ARTICLE 10 PERSONAL PROPERTY REIMBURSEMENT

Upon approval of the County Fire Chief, and in accordance with the provisions of Section 53240 of the Government Code of California, employees may be paid the cost of replacing or repairing prostheses or other personal property of an employee, such as eyeglasses, hearing aids, dentures, watches or other articles necessarily worn or carried by the employee or required by the nature of his/her duties, when such items are damaged or destroyed in the line of duty or stolen from County facilities provided the employee was not at fault or contributorily negligent. If items are damaged beyond repair, the actual value of such may be paid up to a limit of \$500.00 per instance. The value of such items shall be determined as of the time of damage thereto. The County Fire Chief shall establish the procedure to be followed by employees in submitting claims for damaged or destroyed items. No claims shall be authorized for repair or replacement of items or personal property used on County business unless they have more than minor value and are listed on an inventory of such items which has received certification by the County Fire Chief that said items are necessary for the conduct of County business.

ARTICLE 11 HEALTH/DENTAL/OPTICAL

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

- A) Effective ~~May 22, 2017~~ July 1, 2021 (pay period ~~2017-12~~ 14-2021) and based on 24 pay periods annually, the County contribution to the Health and Dental/Optical Plan, shall be as follows:

Health/Dental/ Vision Plan level	County Monthly Contribution
Single	\$418.92 <u>\$450.78</u>
Two-Party	\$762.68 <u>\$820.66</u>
Family	\$1147.58 <u>\$1,234.80</u>

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

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

- B) 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.
- C) The County and Association agree that meet and confer discussions regarding the structure of the medical/dental/optical insurance coverage shall take place

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

ARTICLE 12 ASSOCIATION RELEASE TIME

- 1. 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 Association may designate up to four (4) designated members of the Association who shall be authorized release time to attend all negotiation meetings between the Association and County. Employees on the Association negotiating team will not suffer a loss of compensation for time spent participating in negotiations, nor will they accrue overtime. One representative shall be authorized to attend meetings of the Health Insurance committee.
- 2. Designated officers of the Association will be permitted up to a combined total of 140 hours of duty time off per calendar year for the purpose of conducting Association business as follows: Up to a combined total of 96 hours will be permitted provided that the Fire Department is notified at least 72 hours in advance of the leave and there is relief staffing that does not cause forced overtime. Up to an additional combined total of 44 hours will be permitted provided that the Fire Department is notified at least 72 hours in advance of the leave and contingent on available relief without additional overtime cost.

ARTICLE 13 WORK CYCLE

Since July 3, 2006, the basic work cycle is 144 hours in an 18-day period as shown in the following example:

X = On Duty Status
O = Off Duty Status

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
X	X	O	O	X	X	O	O	X	X	O	O	O	O	O

16 17 18
O O O (Repeat Cycle)

Employees covered by this MOU are considered to be 56 hour a week employees for payroll purposes.

ARTICLE 14 OVERTIME COMPENSATION

1. The County has adopted a Fair Labor Standards Act (FLSA) 7-k exemption policy. The County will pay 56-hour employees overtime at an amount equal to one and one-half (1-1/2) times the regular 56-hour hourly rate of pay, including all incentives and special compensations in Article 19, (Section C below) for hours worked in excess of 136 hours in an 18-day work period.
2. For the purpose of computing working time in this section, all authorized paid vacation and sick leave shall be computed as time worked. All overtime shall be paid on the payday following the work cycle in which it was earned.
3. All overtime worked shall be paid on the payday following the pay period in which it was earned.

ARTICLE 15 CALL BACK

1. The County will compensate employees for a minimum of two (2) hours when called back for active duty after having gone off duty and departed the work site.
2. Minimum "call-back" shall not apply to overtime which is contiguous to the employee's regular shift or to overtime for special meetings, trainings sessions or other special events scheduled at least twenty-four (24) hours in advance. Employees required to respond to special events that are scheduled at least twenty-four (24) hours in advance shall receive a minimum of two (2) hours at the overtime rate or the actual time spent at the event, whichever is greater.
3. Minimum "call-back" shall not apply to overtime which is required for physical examinations or portions thereof. Employees shall be compensated at the overtime rate for actual time spent in the physical exam.
4. 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 16 EMPLOYEE ASSISTANCE PROGRAM

- A) The County's Employee Assistance Program (EAP) which provide confidential counseling and/or psychological services for drug and/or alcohol related problems and critical incident counseling. Employees may voluntarily utilize the program or, with cause, may be involuntarily referred by the Department Head. The Medical Insurance Committee described in Article 11 shall advise the County on plan design and selection of providers.
- B) Each employee shall submit to a screening test for drugs and alcohol as part of the regularly scheduled physical examination. If there is reasonable cause to suspect that an employee has a drug and/or alcohol abuse problem, the Department Head may require that employee to submit to a screening test for drugs and/or alcohol at times other than the regularly scheduled physical examination.
- C) Each employee shall submit to alcohol and/or drug screening tests as per the Kings County Fire Department Alcohol and Drug Abuse Policy (Appendix B).
- D) Results of drug and/or alcohol screening tests shall remain confidential.

ARTICLE 17 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 under I.R.S. regulations as determined and administered by the Department of Finance.

ARTICLE 18 TRAINING

The Fire Department shall furnish employees a minimum of ten (10) calendar days' notice of any scheduled off duty training session. Employees who have previously scheduled vacations which coincide with the scheduled training dates will not be required to attend. Employees who have eight-day breaks which coincide with the scheduled training date(s) will be required to attend the training unless such eight-day break falls at the beginning of a previously scheduled vacation.

ARTICLE 19 HOLIDAYS

Fire service requires scheduled staffing without regard to holidays. Accordingly, firefighters are compensated for holiday in lieu for days they would otherwise be eligible to take as time off:

- A) The following shall be paid holidays for all employees covered by this MOU:

1. January 1, New Year's Day.
 2. Third Monday in January, Martin Luther King Day.
 3. Third Monday in February, Presidents Day.
 4. Last Monday in May, Memorial Day.
 5. July 4, Independence Day.
 6. First Monday in September, Labor Day.
 7. November 11, Veterans' Day.
 8. The day designated as Thanksgiving Day.
 9. The day after the day designated as Thanksgiving Day.
 10. Twelve hours occurring on the working day before the day observed as Christmas Day for shift personnel. (1/2 day Holiday)
 11. December 25, Christmas Day.
 12. Twelve hours occurring on the working day before the day observed as New Year's Day for shift personnel. (1/2 day Holiday)
 13. Such other days as the Board of Supervisors may determine by resolution.
- B) If a recognized County holiday (as established by Section 7050 of the County Personnel Rules) falls during a period when an employee is on paid leave status (vacation, sick leave, jury duty or examination leave) such employee shall receive holiday pay in the same manner as an employee who is off shift, i.e., Holiday Pay will be received in addition to the regular rate of pay.
- C) Holiday Pay for each of the holidays listed above shall consist of 24 hours of pay at the employee's regular rate of pay at the time payment is made with the exception of half day holidays, which shall consist of 12 hours of pay. Regular rate of pay for holiday purposes includes special compensations as listed below and as applicable to each employee covered under this MOU, when figuring the hourly rate to multiply by the number of Holiday Pay hours each employee is entitled to. Special Compensations include the following:
- EMT-D Qualification Pay
 - Instructor Pay
 - Company Officer Certification Pay
 - Chief Fire Officer Certification Pay
 - Bilingual Pay
- D) Nothing herein shall prevent the head of any department or institution, which by reason of the nature of the service must remain open on holidays, from requiring employees thereof to work upon any holiday.
- E) Any employee who is required to work on a day which is a holiday shall be compensated for the holiday in the manner described above, which shall include all incentives/special compensations discussed herein, in addition to the employee's regular compensation for such day had the day not been a holiday. It is the intent of this section to grant the same holidays or compensation therefore to all employees in this bargaining unit equally.
- F) 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.

- G) 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.
- H) An employee must be in paid status either the work day preceding or the work day following in order to receive holiday pay. An employee who is in unpaid status the work day preceding and following the holiday, shall not receive holiday pay.

ARTICLE 20 TEMPORARY ASSIGNMENT REIMBURSEMENT

Fire employees who are temporarily assigned to work sites outside the Battalion in which they normally work requiring additional travel shall receive the current mileage rate paid by the County for the additional mileage they are required to travel. This is intended to reimburse employees only for the additional travel required by virtue of the assignment change. In the event the assignment change actually required no additional travel or less travel, then no mileage will be paid.

ARTICLE 21 BILINGUAL PAY

Bilingual employees assigned to public contact positions shall be entitled to bilingual compensation in the amount of \$27.50 per pay period where the use of bilingual skills constitutes at least fifty percent (50%) of their productive time. 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 criteria is being met. Employees receiving bilingual pay may be required to use their bilingual ability to assist other departments within the County.

ARTICLE 22 ADMINISTRATIVE APPEALS PROCEDURE

The County and Association agree to follow the administrative appeal procedures pursuant to Government Code section 3254 of the Firefighters Procedural Bill of Rights Act (FBOR). To the extent such procedures required under the FBOR are inconsistent with the County's current procedures, the County and Association agree to meet and confer over such procedures and work in good faith to finalize such procedures within three months of the execution of this Agreement. The Procedure for Administrative Appeal of Disciplinary Action is attached as Appendix C.

ARTICLE 23 SAVINGS CLAUSE

If any article or section of this Memorandum of Understanding or any addition thereof 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 this 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 agreement for such article or section.

ARTICLE 24 VACATION

All full-time and regular part-time employees in the classified service shall be entitled to vacation credit in accordance with the following schedule of earned hours of service:

<u>Regular at 40 = 2080 per year</u>			<u>Earned per year</u> (based on work hours)			
<u>Years</u>	<u>Hours</u>	<u>Accrual Rate</u>		<u>HOURS</u>	<u>WEEKS</u>	<u>CAP</u>
0 - 5	0 - 10,400	0.046154	2080	96.00	2.40	192
5+ / -15	10,401 - 31,200	0.057693	2080	120.00	3.00	240
15 +	31,201 - over	0.076924	2080	160.00	4.00	320

<u>Fire at 56 = 2912 per year</u>			<u>Earned per year</u> (based on work hours)			
<u>Years</u>	<u>Hours</u>	<u>Accrual Rate</u>		<u>HOURS</u>	<u>WEEKS</u>	<u>CAP</u>
0 - 5	0 - 14,560	0.046154	2912	134.40	2.40	269
5+ / -15	14,561 - 43,680	0.057693	2912	168.00	3.00	336
15 +	43,681 - over	0.076924	2912	224.00	4.00	448

ARTICLE 25 SICK LEAVE

All regular full-time and regular part-time employees shall be entitled to point zero four six one five four (.046154) hours of sick leave with pay for each of the actual number of hours of regular employment.

ARTICLE 26 RETIREE HEALTH BENEFIT:

- A. Employees hired after April 18, 2011, who have 5 years of Kings County continuous service immediately prior to retirement, are age 50 or older, and retire in good standing from the County 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 only, 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 payout benefit is exhausted, 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</u> (based on hours) <u>Retiree Health Benefit</u>
14,561 – 43,680	25%
43,681 – 58,240	35%
58, 241 and over	45%

To qualify for the retiree health benefit, the employee, spouse, and/or 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 spouse and/or dependents only so long as they are eligible for coverage under the plan, have not reached Medicare eligibility or, 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 spouse and/or 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 April 18, 2011, 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) Health Benefit
14,561 – 58,240	20%		40%
58,241 and over	20%		50%

- 1) 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.

- 2) 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, spouse, and/or 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 no later than 14 days after the separation in good standing from County service as a result of resignation, layoff or 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 spouse and/or eligible dependent(s) shall make the election of either cash or the retiree health benefit option within 30 days of the death of the employee.

3) Cash benefit option:

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

ARTICLE 27 TOBACCO USE

Any department employees hired after June 18, 2007 to provide fire suppression or prevention services in a sworn capacity, as a condition of employment, shall refrain from using tobacco or tobacco products either on duty, off duty or while in uniform during his or her tenure of employment.

ARTICLE 28 PERSONNEL ASSIGNMENTS TO APPARATUS

It is the intention of the Kings County Fire Department to respond with a minimum of 2 personnel assigned to an Engine, Truck, Patrol, or Water Tender when available or applicable. Given that the numbers of assigned personnel may vary depending on station location and/or department constraints, there may be times when this is unachievable. Deviation from this standard is at the discretion of the Fire Chief or their designee.

ARTICLE 29 DEFERRED COMPENSATION

~~Effective August 12, 2019~~September 20, 2021, ffFor every four (4) dollars contributed to the County contracted deferred compensation programs by employees, the County shall contribute one (1) dollar to employee's account, up to a maximum of ~~six hundred fiftyseven~~hundred dollars (\$~~650~~700) per calendar year.

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

Heavy Equipment Operator

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APPENDIX A

KINGS COUNTY FIREFIGHTERS' ASSOCIATION SALARY SCHEDULE - HOURLY RATES

~~Effective January 28, 2019 at 12:01 a.m. (beginning of PP 2019-04)~~

Classification	Range	Step 1	Step 2	Step 3	Step 4	Step 5
Firefighter	191.0	16.57	17.41	18.30	19.24	20.21
Fire Apparatus Engineer	202.0	18.49	19.43	20.41	21.46	22.55
Fire Captain	217.0	21.46	22.55	23.71	24.92	26.19
Heavy Fire Equipment Operator	201.0	18.30	19.24	20.21	21.24	22.33

Effective October 18, 2021 at 12:01 a.m. (beginning of PP22-2021)

<u>Classification</u>	<u>Range</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
<u>Firefighter</u>	<u>195.0</u>	<u>\$17.24</u>	<u>\$18.12</u>	<u>\$19.04</u>	<u>\$20.01</u>	<u>\$21.04</u>
<u>Fire Apparatus Engineer</u>	<u>206.0</u>	<u>\$19.24</u>	<u>\$20.21</u>	<u>\$21.24</u>	<u>\$22.33</u>	<u>\$23.47</u>
<u>Fire Captain</u>	<u>221.0</u>	<u>\$22.33</u>	<u>\$23.47</u>	<u>\$24.67</u>	<u>\$25.94</u>	<u>\$27.26</u>
<u>Heavy Fire Equipment Operator</u>	<u>206.0</u>	<u>\$19.24</u>	<u>\$20.21</u>	<u>\$21.24</u>	<u>\$22.33</u>	<u>\$23.47</u>

Effective July 11, 2022 at 12:01 a.m. (beginning of PP15-2022)

<u>Classification</u>	<u>Range</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
<u>Firefighter</u>	<u>198.0</u>	<u>\$17.76</u>	<u>\$18.67</u>	<u>\$19.62</u>	<u>\$20.62</u>	<u>\$21.67</u>
<u>Fire Apparatus Engineer</u>	<u>209.0</u>	<u>\$19.81</u>	<u>\$20.83</u>	<u>\$21.89</u>	<u>\$23.01</u>	<u>\$24.19</u>
<u>Fire Captain</u>	<u>224.0</u>	<u>\$23.01</u>	<u>\$24.19</u>	<u>\$25.42</u>	<u>\$26.72</u>	<u>\$28.09</u>
<u>Heavy Fire Equipment Operator</u>	<u>209.0</u>	<u>\$19.81</u>	<u>\$20.83</u>	<u>\$21.89</u>	<u>\$23.01</u>	<u>\$24.19</u>

APPENDIX B

KINGS COUNTY FIRE DEPARTMENT

ALCOHOL AND DRUG ABUSE POLICY

I. PURPOSE

It is the intention of this policy to ensure the absence of substance abuse and its effects in the workplace. While the Fire Department has no intention of intruding into the private lives of its employees, involvement with drugs and alcohol on or off the job can take its toll on job performance and employee safety. This policy reiterates the Department's expectation that employees be able to perform their duties safely and efficiently in the interests of their fellow workers, the public and themselves. The presence and/or use of drugs and alcohol on the job is inconsistent with this expectation.

Employees who think they may have an alcohol or drug usage problem are urged to voluntarily seek confidential assistance from the County Employee Assistance Program (EAP). While the Department will be supportive of those who seek help voluntarily, it will be equally firm in identifying and disciplining those whose work performance may be impaired from substance use/abuse and who do not seek assistance.

Department staff will be trained to identify the signs and symptoms of substance use/abuse and will be involved in the implementation of this policy. Alcohol or drug abuse will not be tolerated. Progressive discipline, up to and including termination, will be used as necessary to achieve this goal.

This policy provides guidelines for the identification of and deterrence of alcohol and drug abuse in the Fire Department. To that end, the Department will act to eliminate any substance abuse which increases the potential for accidents, absenteeism, substandard performance, poor employee morale or damage to the Department's reputation. All persons affected by this policy should be aware that violations of the policy may result in discipline, up to and including termination.

In recognition of the public service responsibilities entrusted to its employees, the following policy against drug and alcohol abuse is hereby adopted by the Kings County Fire Department.

II. DEFINITIONS

1. "Substance abuse" - the use of alcohol or drugs, as defined below, in such a manner on one or more occasions as to impair or reduce a person's ability to use good judgment and/or act responsibly in everyday situations, or to safely and efficiently perform the duties and functions of a particular assigned job.

2. "Alcohol" - any alcoholic beverage, such as, but not limited to beer, wine or liquor; or any other substance containing alcohol which, when ingested in sufficient quantity, can cause an impairment in perception, judgment or physical ability.
3. "Drug" - any substance whose possession or ingestion is prohibited by any Federal, State or local law except those validly prescribed medicines which are taken in accordance with prescription directions.
4. "Under the Influence" - any condition where drugs or alcohol have so affected the nervous system, brain or muscles of a person as to impair, to an appreciable degree, his/her ability to act as an ordinary, prudent, and cautious person would act if they were in full possession of their faculties and using reasonable care.
5. "Reasonable suspicion" is a belief based on objective facts sufficient to lead a reasonable prudent person to believe that an employee is under the influence of drugs or alcohol.

III. POLICY

Every employee of the Kings County Fire Department:

- A. Shall not report to work or be subject to duty while his/her ability to perform job duties is impaired due to on or off duty alcohol or drug use.
- B. Except for prescription medication, shall not possess or ingest alcohol or drugs during working hours, on breaks, during meal periods while on duty, upon County property while on duty or in County vehicles, whether working or not.
- C. Shall not directly or through a third party sell or provide drugs or alcohol to any employee, while such employee is on duty, at any time while such employee is on duty and on County property or in a County vehicle.
- D. Shall submit immediately to an alcohol or drug test when requested by the department head or his designee and based upon facts which would support a reasonable suspicion that the employee was under the influence. Refusal to submit to such a test may constitute insubordination and may result in disciplinary action.
- E. Shall notify his/her supervisor, before beginning work, when taking any prescription medication or drug which may interfere with the safe and effective performance of duties or operation of County equipment. Failure to make such notification may result in discipline, up to and including termination. In the event there is a question regarding an employee's ability to safely and effectively perform assigned duties while using prescribed medication or drugs, clearance from a qualified physician may be required.

- F. Shall provide, within 24 hours of request, bona fide verification of a current valid prescription for any potentially impairing drug or medication identified when a drug screen/test is positive. The prescription must be in the employee's name.
- G. Who is off duty and is called to work, shall decline the assignment if the employee believes that his or her use, while off duty, of alcohol or prescription medication or drugs would interfere with the safe and effective performance of his or her duties or operation of County equipment.

Except for searches identified in Paragraph V(E), the department reserves the right to search for alcohol or drugs, without employee consent or prior notification, in any area of County property over which it has sole or joint control with the employee. The Department may notify the appropriate law enforcement agency that an employee may have illegal drugs in his/her possession or in an area not jointly or fully controlled by the Department.

Employees reasonably believed to be under the influence of alcohol or drugs shall be prevented from engaging in further work and shall remain on the work location until transportation home is arranged.

Appropriate law enforcement personnel will be contacted when the employee refuses to remain at the job site and there are facts which would support a reasonable suspicion that the employee, by operating a motor vehicle, would create a danger to him/herself or others.

The Department has established a voluntary Employee Assistance Program (EAP) to assist those employees who voluntarily seek help for alcohol or drug problems. Employees should contact their supervisors, Personnel or the Department for additional information.

IV. APPLICATION

This policy applies to represented employees of and to all applicants for positions with the Kings County Fire Department.

It is the intent of the Department to administer consistency of discipline and assist the employee with reasonable accommodation in respect to substance abuse.

Reasonable accommodation shall include, but is not limited to, the following:

1. The ability for the affected employee to obtain, at his/her own expense, a second medical opinion regarding the issue of the suspected substance abuse.
2. The cooperation of the department in utilizing the EAP and/or other substance abuse services.
3. Cooperation by the Department to place the individual within a substance/alcohol abuse program.
4. Any combination of the above.

Notwithstanding this policy of reasonable accommodation, the Department retains the right to take such disciplinary action as may be appropriate under the circumstances.

V. MANAGEMENT RESPONSIBILITIES AND GUIDELINES

- A. Managers and supervisors are responsible for enforcement of this policy.
- B. Managers and supervisors may order an employee to submit to a drug and/or alcohol test when there are facts which would support the reasonable suspicion that the employee is under the influence of drugs or alcohol while on the job. This order to submit to testing must first be approved by the manager's or supervisor's immediate supervisor, if available.
- C. Employee will submit to an alcohol and drug screening test as a matter of routine after a motor vehicle accident resulting in a fatality, serious bodily injury or serious property damage in which a participant is a County employee on County time or driving a County vehicle.
- D. Managers or supervisors shall not physically search employees, nor shall they search the personal possessions of employees without the freely given consent of the employee. Searches, when consented to, shall be made in the presence of the employee and a witness.
- E. Managers or supervisors shall notify the Fire Chief or designee when they have reasonable suspicion to believe that an employee may have illegal drugs in his/her possession or in an area not jointly or fully controlled by the County. If the Fire Chief or designee believes that there is a reasonable suspicion of illegal drug possession, notification will be made to the appropriate law enforcement agency.

The following factors may give rise to reasonable suspicion:

- 1. Physical impairment normally associated with drug or alcohol under the influence such as slurred speech, unsteady gait, inability to walk;
- 2. Impaired oral communication or cognitive functions such as inability to carry on a conversation, lack of contact with reality;
- 3. Odor of alcohol on body or breath;
- 4. Accident involving County property due to impaired physical abilities, such as ability to perceive, respond and exercise good judgment, normally associated with drug or alcohol under the influence;
- 5. Possession of alcohol or drugs at the workplace or work location;
- 6. Unusual behavior normally associated with drug or alcohol use/abuse.

VII. DRUG AND/OR ALCOHOL TESTING

A. Pre-employment Physicals

1. Any offer of employment to an applicant shall be contingent upon a negative result from a drug and/or alcohol screening test.
2. If a drug screen is positive at the pre-employment physical, the applicant must provide, within 24 hours of request, bona fide verification of a valid current prescription for the drug identified in the drug screen. If the prescription is not in the applicant's name or the applicant does not provide such verification, or if the drug is one that is likely to impair the applicant's ability to perform the job duties, the applicant will no longer be considered for employment.

B. During Employment Physicals or Alcohol/Drug Tests

1. A valid positive result from a drug and/or alcohol analysis test may result in disciplinary action, up to and including discharge.
2. The initial test to be given will be the Enzyme Multiplied Immunoassay Test (EMIT). If the initial test is positive, the testing lab will automatically perform a second test. The second test may either be a Gas Chromatography or a Mass Spectrometry. All testing will be performed at the expense of the County. These tests shall be used exclusively unless changed by consent of both parties.
3. If the drug screen is validly positive for a drug which can be legally prescribed by a medical doctor, the employee must provide within 24 hours bona fide verification of a valid current prescription for the drug identified in the drug screen. The prescription must be in the employee's name. If the employee does not provide acceptable verification of a valid prescription, the employee will be subject to disciplinary action up to and including discharge.
4. If an alcohol or drug screening test is validly positive for alcohol or drugs, the department may conduct an investigation to gather all facts. Any decision to discipline will be carried out in conformance with Chapter 10 of the County Personnel Rules.

VIII. CONFIDENTIALITY

Laboratory reports, drug and/or alcohol screening test results, medical reports and information or documentation of an employee's participation in the Employee Assistance Program or any other rehabilitation or treatment program shall not appear in an employee's official personnel file. Information of this nature will be contained in a separate confidential medical file that will be securely maintained under the control of the County Health Officer and shall not be released to any party except the employee and his authorized agent with the express written consent of the employee except as set forth in this paragraph or as required by law. Disclosures, without employee consent, may occur when: (1) the information is compelled by law or by judicial or administrative process; (2)

the information has been placed at issue in a formal dispute between the employer and employee; (3) the information is to be used in administering an employee benefit plan; (4) the information is needed by medical personnel for the diagnosis or treatment of the patient who is unable to authorize disclosure.

IX. EMPLOYEE ASSISTANCE PROGRAM

Early recognition and treatment of alcohol and drug abuse is important for successful rehabilitation, for economic return to the Department and for reduced personal, family and social disruption. The Department encourages the earliest possible diagnosis and treatment for alcohol and drug abuse. However, the decision to seek diagnosis and accept treatment is primarily the individual employee's responsibility. To assist employees in obtaining early voluntary treatment, the Department has established an Employee Assistance Program (EAP). The EAP provides counseling and assistance to all employees of the Department.

Employees with alcohol or drug abuse problems may voluntarily request the confidential assistance of the EAP. Employees may seek help without the approval or even the knowledge of their supervisor. The EAP will provide assistance on a strictly confidential basis and will refer the employee to appropriate counseling or treatment services as necessary. Employees who voluntarily request assistance of the EAP in dealing with an alcohol or drug abuse problem may do so without jeopardizing their continued employment with the department.

Voluntary requests for assistance from the EAP will not necessarily prevent disciplinary action for violation of the Department's drug and alcohol abuse policy. Employees who undergo voluntary counseling or treatment pursuant to a referral by the EAP and who continue to work must meet all established standards of conduct and job performance.

Voluntary Self-Referral to Employee Assistance Program (EAP):

Assistance through the EAP program will be available on a self-referral basis, as follows:

- A. Prior to discovery of any violation of this policy, any employee who believes that he or she has a substance abuse problem requiring treatment may voluntarily request assistance through the EAP either directly through the EAP provider or through a supervisor.
- B. Any employee who voluntarily requests assistance in dealing with a substance abuse problem may do so through the EAP in complete confidence and without risk of adverse employment consequences solely as a result of the request for assistance. No reference of the request will be placed in the employee's personnel file.
- C. To correctly and completely identify the nature of a substance abuse problem, an employee may be asked by his/her supervisor or the EAP provider to submit to a drug test prior to beginning counseling or treatment. The results of the test will be reported to the County Health Officer who may communicate to the EAP provider such information as may assist the provider in determining appropriate treatment.

- D. If appropriate, the employee may be referred to a rehabilitation program by the EAP provider. An employee referred to a rehabilitation program will be responsible, in conjunction with any provider of available health and welfare benefits, for the cost of the rehabilitation program.
- E. Employees are encouraged to request to be relieved from duty and be placed on a leave of absence during participation in the EAP or rehabilitation program if the employee will not remain drug free during the program. The employee may request one leave of thirty (30) days or less which may be charged to accumulated sick leave or other leave while participating in the EAP, rehabilitation or treatment program. If no leave is available, the employee may be placed on a leave of absence without pay for the duration of the EAP, rehabilitation or treatment program.
- F. If an employee is experiencing performance problems or disciplinary action is contemplated or pending against the employee at the time a request for assistance is made, the request for assistance will be treated as a separate issue. In no case will a request for assistance provide amnesty to an employee in a contemplated or pending disciplinary action. A request for assistance may, at the discretion of the Department, defer related pending or contemplated disciplinary action until completion of the treatment process.

H: pol_proc/Firedrug

APPENDIX C
KINGS COUNTY FIREFIGHTERS' ASSOCIATION

PROCEDURE FOR ADMINISTRATIVE APPEAL OF DISCIPLINARY ACTION

The following administrative appeal procedures are adopted pursuant to Government Code § 3254.5 of the Firefighters Procedural Bill of Rights Act ("FBOR"). In the event that the FBOR is amended to allow an administrative appeal in accordance with the standard procedure of the County's Personnel Appeals Board pursuant to Chapter 1 of the County's Personnel Rules, the parties agree to meet and confer with respect to modifications of this FBOR administrative appeal procedure.

1. DEFINITIONS

- a. The term "firefighter" means an employee who is considered a "firefighter" under Government Code § 3251(a) except for the Fire Chief who is identified as such. For purposes of this policy, "firefighter" does not include anyone in a volunteer capacity. As referenced in Government Code § 3251(a), any employee who has not successfully completed the probationary period established by the County as a condition of initial employment, is not included in the definition of "firefighter" and is not covered under this procedure. The classifications of employees who are considered a "firefighter" under this policy include: Fire Apparatus Engineer, Fire Captain, Battalion Chief, and Assistant Fire Chief.
- b. The term "punitive action" means any action defined by Government Code § 3251(c), i.e., "any action that may lead to dismissal, demotion, suspension, reduction in salary, written reprimand, or transfer for purposes of punishment."

2. APPEAL OF A PUNITIVE ACTION NOT INVOLVING DISCHARGE, DEMOTION OR SUSPENSION OF A FIREFIGHTER

Pursuant to Government Code § 11445.20, the following informal hearing procedure shall be utilized for an appeal by a firefighter of a punitive action not involving a discharge, demotion or a suspension. Any such informal appeal shall also be governed by Government Code sections 11425.10 through 11425.60.

- a. Notice of Appeal- Within fifteen (15) calendar days of receipt by a firefighter of notification of punitive action as set forth above, the firefighter shall notify the Fire Chief in writing of the firefighter's intent to appeal the punitive action. The notice of appeal shall specify the action being appealed and the substantive and procedural grounds for the appeal.
- b. Presiding Officer- In an informal hearing, the Fire Chief or his/her designee shall be the presiding officer. The Fire Chief or his/her designee shall conduct the

informal hearing in accordance with these procedures. The determination of the Fire Chief shall be final and binding. If the Fire Chief cannot serve as the hearing officer because of actual bias, prejudice or interest as defined by Government Code §11425.40, then the County Administrative Officer or his/her designee shall serve as the Presiding Officer. In such cases, the determination of the County Administrative Officer or his/her designee shall be final and binding.

- c. Burden of Proof- The employer shall bear the burden of proof at the hearing. The Department shall have the burden of proving by a preponderance of the evidence that the facts which form the basis for the punitive action and that the punitive action was reasonable under the circumstances.
- d. Conduct of Hearing-
 - i. The formal rules of evidence do not apply, although the Presiding Officer shall have discretion to exclude evidence which is incompetent, irrelevant or cumulative, or the presentation of which will otherwise consume undue time. Hearsay evidence may be admitted if it is the sort of evidence on which reasonable persons would rely in the conduct of serious affairs. An objection as to the hearsay nature of evidence is timely if made before the submission of the case or on reconsideration.
 - ii. The parties may present opening statements.
 - iii. The parties may present evidence through documents and testimony.
 - aa. Witnesses shall testify under oath.
 - bb. Subpoenas may be issued pursuant to Government Code §§ 11450.05-11450.50.
 - cc. The Presiding Officer shall have discretion to allow the parties to confront and cross-examine witnesses.
 - iv. Following the presentation of evidence, if any, the parties may submit oral and/or written closing arguments for consideration by the hearing officer.
- e. Recording of the Hearing- The hearing will be audio recorded. The cost to receive a transcript of the hearing shall be borne by the party requesting the transcript.

- f. Representation- The firefighter may be represented by an association representative or attorney of his or her choice at all stages of the proceedings. All costs associated with such representation shall be borne by the firefighter.
- g. Decision- The decision shall be in writing pursuant to Government Code §11425.50. The decision shall be served by first class mail, postage pre-paid, upon the firefighter as well as his/her attorney or representative, shall be accompanied by an affidavit or certificate of mailing, and shall advise the firefighter that the time within which judicial review of the decision may be sought is governed by Code of Civil Procedure § 1094.6.

3. APPEAL OF A DISCIPLINARY DECISION INVOLVING DISCHARGE, DEMOTION OR SUSPENSION OF A FIREFIGHTER

In those instances where the administrative appeal of a disciplinary decision involving discharge, demotion, or suspension of a firefighter, the administrative appeal shall be conducted in accordance with Chapter 5 (commencing with Section 11500) of Part 1 of Division 3 of Title 2 of the California Government Code.

- a. Notice of Discipline as Accusation- The final notice of discipline which may be issued at the conclusion of any pre-disciplinary procedures shall serve as the Accusation as described in Government Code §§ 11500, et seq. The notice shall be prepared and served in conformity with the requirements of Government Code §§11500, et seq. Pursuant to Government Code § 11506, a firefighter served with an Accusation has 15 days after service of the Accusation to file a Notice of Defense requesting an administrative appeal hearing.
- b. Administrative Law Judge- Pursuant to Government Code § 11512, the County has determined that appeals shall continue to be heard through the procedures of the Personnel Appeals Board in accordance with Chapter 1 of the County's Personnel Rules, with an administrative law judge from the Office of Administrative Hearings presiding at the hearing, pursuant to Government Code § 11512(b) and County Personnel Rule 1022.
- c. Time and Place of Hearing- Pursuant to Government Code § 11508, a hearing shall be conducted at a time and a place to be determined by the administrative law judge, as agreed upon by the parties.
- d. Notice of the Hearing- Notice of the hearing shall be provided to the parties pursuant to Government Code § 11509.
- e. Decision - The administrative law judge may recommend to sustain or modify the disciplinary action taken when it appears in the record that there was a

substantial violation or omission of procedure or where the specific evidence produced in the hearing warrants such recommendation. In all instances, the administrative law judge shall certify copies of its findings and recommendations to the County Counsel or his/her designee, and to the appellant employee. Either party may then submit the decision for consideration to the Board of Supervisors pursuant to Personnel Rule 1060. The Board of Supervisors, shall then affirm, revoke or modify the original action taken. Such affirmation, revocation, or modification taken shall be final. Judicial review of the Board of Supervisor's decision may be had pursuant to Government Code section 11523.

APPENDIX D

LETTER OF AGREEMENT BETWEEN COUNTY OF KINGS (COUNTY) AND KINGS COUNTY FIREFIGHTERS ASSOCIATION April 2015

The County and the Firefighters' Association 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 Firefighters' 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

**SIDE LETTER BETWEEN
COUNTY OF KINGS (COUNTY) AND FIREFIGHTERS' ASSOCIATION IAFF
Local #3747 (ASSOCIATION)**

November 9, 2017

The County and Association hereby agree to the following changes to Chapter 6 of the County Personnel Rules regarding Career Development:

6011.2 Program Benefits

The County offers limited education reimbursement to eligible employees of the County of Kings for costs directly related to the employee's present position or for a promotion within the employee's present class series, or another position within the County. Reimbursements are made after satisfactory course completion. The maximum reimbursement per fiscal year shall be \$500 for units completed at any community college, or \$1,000 for units completed at any accredited four-year college toward a bachelor's, masters, or other higher degree. The \$1,000 reimbursement may apply toward units at a community college only when the employee can demonstrate at least 60 semester units have already been earned and the current course of study is toward completion of a bachelor's degree. If an employee attends the Peace Officer Standards Training (POST) Academy training at their own expense, the \$1,000 limit will apply for the units earned. Reimbursement does not apply to degree programs below current educational levels.

Fire employees may be reimbursed in the amount of \$500 per fiscal year to attend classes from any certified Office of the State Fire Marshal (OSFM) or National Wildfire Coordinating Group (NWCG) leading to the following certificates (including pre-requisites):

- Company Officer;
- Chief Fire Officer;
- Task Force / Strike Team Leader;
- Safety Officer; or
- Division Group Supervisor.

Fire employees who attend courses outside of accredited community or four-year colleges must obtain written approval from the Fire Chief prior to enrolling in courses/classes. Any payments for the certificate courses listed above will reduce the employee's eligibility for education reimbursement.

FIRE ASSOCIATION:

COUNTY:

Original signatures kept on file

Rick Levy,
President

Leslie McCormick Wilson,
Human Resources Director

~~SIDE LETTER / MOU EXTENSIONS~~

~~TO THE 2019-2020 MOUS~~

~~BETWEEN~~

~~THE COUNTY OF KINGS~~

~~AND~~

~~FIREFIGHTERS' ASSOCIATION IAFF LOCAL #3747 (ASSOCIATION)~~

~~OCTOBER 13, 2020~~

~~The County of Kings (County) and the Firefighters' Association (Association) agree to extend and modify the current 2019-2020 Memorandums of Understanding (MOU) for the Firefighters' Association via this Side Letter. The Side Letter revises Article 3—Term of Memorandum and shall be in effect during the extended term of the MOU.~~

SECTION 3.01 EXTENSION OF CURRENT MOU.

~~Unless a provision of this MOU had sunset or was set to sunset, all other provisions of the 2019-2020 MOU are extended to June 30, 2021. This extension of the 50/50 split on future health care premium increases.~~

SECTION 3.02 ECONOMIC REOPENER.

~~The parties acknowledge that the COVID-19 pandemic has exasperated the County's fiscal challenges. The County is attempting to resolve these challenges without making changes to the current agreement. However, in the event that the County determines that it needs to make changes to the MOU during its term, the parties shall reopen the agreement prior to June 30, 2021. The parties shall meet within two (2) weeks of a request to meet and confer by the County.~~

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

~~FOR THE ASSOCIATION: _____ FOR THE COUNTY:~~

~~Original signature kept on file~~

~~Original signature kept on file~~

~~Original signature kept on file~~

~~Original signature kept on file~~

~~SIDE LETTER BETWEEN THE COUNTY
OF KINGS (COUNTY) AND THE KINGS COUNTY
FIREFIGHTER'S ASSOCIATION (ASSOCIATION)
RE: 9 UNIFORM~~

~~7/7/21~~

~~This is to confirm that the Firefighters' Association and the County of Kings hereby agree to modify the MOU, Article 9 — UNIFORMS, as follows:~~

~~ARTICLE 9 — UNIFORMS~~

- ~~1. — Effective July 12, 2021, all employees required to wear a uniform by the County shall receive a uniform allowance of one thousand two hundred dollars (\$1,200.00) per year, paid directly to the employee. Initial uniform allowance paid to new employees shall be paid in a lump sum. New employees shall receive their initial allowance in the first full pay period following the date of employment. Employees who voluntarily terminate within the first 90 days after receiving their initial allowance shall be required to reimburse the County for one half of their initial allowance. Those who voluntarily terminate during the second 90 days after receiving their initial allowance will be required to reimburse the County for one quarter of the allowance.~~

~~The Fire Department shall make an initial purchase for new hires and provide to each eligible employee the following items:~~

~~2 Nomex Uniform Shirts, Workrite~~

~~3 Nomex Uniform Pants, Workrite~~

~~6 Fire Department "House" T-Shirts~~

~~Appropriate Uniform Patches and Insignia~~

~~Safety Boots~~

- ~~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.~~

~~Effective Fiscal Year 2019-20, funding shall be placed in the Fire Department budget in the amount of \$1,200 per allocated position for uniform purchases for the following classifications: Firefighter, Fire Apparatus Engineer, Fire Captain and Heavy Fire Equipment Operator. An additional \$1,250 per new hire shall be added to the above budget provided the new hire is for a newly allocated position or replacing a vacancy that occurred more than 30 days after the beginning of the fiscal year. Funds remaining in the Fire Department budget UNIFORM ALLOWANCE line item 822050 at the end of the fiscal year shall be encumbered and will carry over to the following year.~~

- ~~3. The County agrees to reimburse for one half the cost of uniforms that are damaged during duty hours or while stored at a County facility, providing that the employee made a reasonable effort to safeguard the uniform. Reimbursement will be based upon the replacement value of the item, based upon its current cost. Such reimbursement shall be made within thirty (30) days from the date of submission of the claim by the employee and related required reports to the Department. Repairs, replacement and additional approved (by the department) uniform purchases may be made by the Fire Department with the approval of the Fire Chief if an adequate fund balance exists. The Association is responsible for surveying the needs of the unit and providing the information to the Fire Chief or designee.~~
- ~~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 reporting as special compensation to PERS pursuant to AB 340/SB197 (Public Employee Pension Reform Act of 2013).~~
- ~~5. For employees hired prior to January 1, 2013, or otherwise designated as "classic" members, the uniform allowance continues to be subject to reporting as special compensation to PERS. For payroll purposes, effective the first full pay period in Fiscal Year 2016-17 (pay period 2016-15), the uniform annual allowance will be reported to PERS for each classic member as 1/26 of the annual allowance each pay period the employee is on the regular County payroll in paid status. The uniform allowance shall not be reported for any pay period the employee is in unpaid status the entire pay period.~~

~~F) The Fire Department shall make an initial purchase and provide to each eligible employee the following items:~~

- ~~○ 2 Nomex Uniform Shirts, Workrite~~
- ~~○ 3 Nomex Uniform Pants, Workrite~~
- ~~○ 6 Fire Department "House" T-Shirts~~
- ~~○ Appropriate Uniform Patches and Insignia~~
- ~~○ Safety Boots~~

~~G) The Fire Chief may assign duties related to the purchasing of uniforms to any Fire Department staff including but not limited to any of the above listed classifications. The~~

~~Association may submit recommendations and evaluations to the Fire Chief for consideration.~~

~~H) All purchasing, repairs and replacement costs of approved Fire Department uniforms shall be borne by the County of Kings if within the above listed budget. All purchasing, repairs and replacement costs of Fire Department uniforms beyond the budgeted amount shall be borne by the employee.~~

~~6. Employees shall wear the required uniform in good repair.~~

~~7. When an employee transfers or terminates from a uniformed position, he or she they may be required to turn in to the Fire Department all uniform items purchased by the County. Uniform items may be reissued to employees only with the receiving employee's permission.~~

~~Dated: Original date kept on file Dated: Original signature kept on file~~

~~FOR THE ASSOCIATION: FOR THE COUNTY:~~

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

MEMORANDUM OF UNDERSTANDING
FOR JOINT SUBMISSION TO
THE KINGS COUNTY BOARD OF SUPERVISOR
AND
KINGS COUNTY FIREFIGHTERS' ASSOCIATION
IAFF Local #3747

July 1, 2021 through June 30, 2023

BY AND BETWEEN
AUTHORIZED REPRESENTATIVES OF
KINGS COUNTY
(hereinafter "County")

AND

AUTHORIZED REPRESENTATIVES OF
KINGS COUNTY FIREFIGHTERS' ASSOCIATION
IAFF Local #3747
(hereinafter "Association")

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ARTICLE 1 PREAMBLE

Representatives of the County of Kings and representatives of the Kings County Firefighters' Association have met and conferred in good faith and have mutually agreed as a result of this process to recommend to the Board of Supervisors of the County of Kings and the general membership of the Kings County Firefighters' Association adoption of this Memorandum of Understanding and implementation of its terms and conditions of employment.

ARTICLE 2 PRIOR AND EXISTING CONDITIONS

All rights, privileges, benefits and terms and conditions of employment as of the date of this Memorandum of Understanding, which are not specifically set forth herein, shall remain in full force, unchanged and unaffected during the term of this agreement, unless changed as provided by law.

ARTICLE 3 TERM OF MEMORANDUM

Except where otherwise specifically stated, this Memorandum of Understanding shall be effective for the period July 1, 2021 through June 30, 2023.

During the term of this Agreement, the parties agree to continue discussions regarding job duties and compensation for the Heavy Equipment Operator. The parties agree to start these negotiations on October 15, 2021 and to attempt to reach an agreement within 60 calendar days.

ARTICLE 4 FAMILY SICK LEAVE

In compliance with Labor Code 233, an employee shall be permitted to use in any calendar year the employee's accrued and available sick leave entitlement, in an amount not less than the sick leave that would be accrued during six months at the employee's then current rate of entitlement, to attend to:

- 1) A child, which for purposes of this article means a biological, adopted, foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis. This definition of a child is applicable regardless of age or dependency status;
- 2) A biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child;
- 3) A spouse;
- 4) A registered domestic partner;
- 5) A grandparent;
- 6) A grandchild; or
- 7) A sibling.

The categories of qualifying family members defined above are defined by law as of the signing of this agreement. The intent of this section is to reflect the requirements of current law and this section is not intended to contradict, supplement, or diminish these legal requirements. Accordingly, any changes to such applicable laws shall supersede this MOU section.

All conditions and restrictions placed by the County upon the use by an employee of sick leave shall also apply to use by an employee of sick leave to attend to an illness of their family member as defined above. This article does not extend the maximum period of leave to which an employee is entitled under Section 12945.2 of the Government Code or under the Family Medical Leave Act of 1993, regardless of whether the employee receives sick leave compensation during that leave.

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

ARTICLE 5 LIMITED DUTY

- A) All safety employees who have sustained injuries or illnesses which preclude the full performance of their regular duties shall be eligible for limited duty provided the illness or injury was not job-related. The test for this will be that the employee has not filed a worker's compensation claim with the County for the specific illness or injury in question. It is understood that employees injured on the job and receiving salary under Section 4850 of the Labor Code will be given first priority for limited duty assignment.
- B) Limited duty assignments shall be made only after the employee furnishes written medical evidence acceptable to the Department Head which specifically addresses the range of physical activities the employee is permitted to perform, together with a diagnosis of the illness or injury and, if possible, the prognosis and estimated date full duties may be resumed. The employee, as a condition of being assigned to limited duty, may be required to furnish additional medical information as required by the department. Medical evidence submitted may be reviewed by the County Health Officer who shall make the final decision on qualifications.
- C) The Department Head or designee shall maintain a list of employees who are eligible for limited duty assignments. The list shall be kept in the order of the date the employee requested limited duty. A written request may be required.
- D) The Department Head or designee shall determine which assignments are placed on the limited duty list. Only work which is determined by the Department Head to be necessary and related to the professional fire service shall be assigned as limited duty. While the list of assignments is controlled by the Department Head or designee, the Employees' Association may nominate jobs for inclusion on the list. The Department Head may appoint a committee to review potential limited duty assignments and make recommendations to him

as to whether or not they are appropriate for inclusion on the list. The list shall be public record.

- E) The final assignment of limited duty shall be made by the Department Head. Where possible, assignment should be based on the order of those on the limited duty eligible list. When there are multiple names on the list, the work should be divided as equitably as possible among such eligibles. Refusal of a limited duty assignment may be grounds for denial of sick leave and for disciplinary action.
- F) Limited duty shall be governed by the same standards and regulations as the employee's regular duties. Failure to meet established work standards shall be subject to the same sanctions as those in effect for regular duties.

ARTICLE 6 SALARIES

All employees in classifications covered by this Agreement (see Article 30 – RECOGNITION) shall receive a 4.0 range (approximately 4%) salary increase effective October 18, 2021 (PP22-2021) or upon ratification and approval of the Board of Supervisors, whichever is later. Additionally, the Heavy Equipment Operator shall receive an additional 1.0 range (approximately 1%) salary increase effective October 18, 2021 (PP22-2021) or upon ratification and approval of the Board of Supervisors, whichever is later.

In the second year of this Agreement (Fiscal Year 2022-2023), all employees in classifications covered by this Agreement (see Article 30- RECOGNITION) shall receive a 3.0 range (approximately 3%) salary increase effective July 11, 2022 (PP15-2022).

ARTICLE 7 SPECIAL COMPENSATION

- A) All represented employees who obtain and maintain EMT-D qualification shall be entitled to additional compensation in the amount of \$15.00 per pay period.
- B) Four (4) represented employees who obtain and maintain instructor certificates in C.P.R. and First Aid (two employees, one on each shift, maximum) or E.M.T. shall be entitled to additional compensation in the amount of \$42.00 per pay period. Three (3) represented employees who obtain and maintain instructor certificates in Hazardous Materials - first responder operations (at least one on each shift) shall be entitled to additional compensation in the amount of \$42.00 per pay period. Selection of certified instructors shall be made by the Fire Chief, with recommendations by the Training Officer. Appointments shall be made biennially beginning the fourteenth pay period of the year. Instructors will be reviewed by the Training Officer on a yearly basis with their performance as an instructor and class evaluations being considered in evaluating their overall performance and in considering re-appointment to the position. Instructors can be removed at any time at the discretion of the Fire Chief.
- C) The employee is responsible for providing the Fire Chief with acceptable verification upon obtaining EMT-D qualification. A request from the Fire Chief is

to be sent to Personnel with appropriate verification before special compensation may be approved by Human Resources.

- D) Effective November 25, 2013 (pay period 13-25), all represented employees who obtain and maintain a Fire Officer or Company Officer certification shall be entitled to additional compensation in the amount of \$42.00 monthly (or \$19.38 per pay period). All represented employees who obtain and maintain a Chief Officer or Chief Fire Officer certification shall be entitled to additional compensation in the amount of \$85.00 monthly (or \$39.23 per pay period). Appropriate certification documentation must be received by the department prior to payment authorization. Employees receiving compensation for Chief Officer or Chief Fire Officer shall not be entitled to receive additional compensation for Fire Officer or Company Officer certification.

ARTICLE 8 RETIREMENT

1. New Members – Employees hired on or after January 1, 2013 and designated as “new members” to CalPERS are eligible for the PERS 2.7% at 57 Safety Plan pursuant to AB 340/SB197 (Pension Reform 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 9 UNIFORMS

1. Effective July 12, 2021, all employees required to wear a uniform by the County shall receive a uniform allowance of one thousand two hundred dollars (\$1,200.00) per year, paid directly to the employee. Initial uniform allowance paid to new employees shall be paid in a lump sum. New employees shall receive their initial allowance in the first full pay period following the date of employment. Employees who voluntarily terminate within the first 90 days after receiving their initial allowance shall be required to reimburse the County for one-half of their initial allowance. Those who voluntarily terminate during the second 90 days after receiving their initial allowance will be required to reimburse the County for one-quarter of the allowance.

2. Eligible employees who are on the regular County payroll in paid status shall receive the annual uniform allowance as follows: Employees will be paid 1/26 of the annual allowance each pay period in paid status. The uniform allowance shall not be paid for any pay period the employee is in unpaid status the entire pay period.
3. The County agrees to reimburse for one-half the cost of uniforms that are damaged during duty hours or while stored at a County facility, providing that the employee made a reasonable effort to safeguard the uniform. Reimbursement will be based upon the replacement value of the item, based upon its current cost. Such reimbursement shall be made within thirty (30) days from the date of submission of the claim by the employee and related required reports to the Department.
4. For employees hired on or after January 1, 2013 and designated as "new members" to CalPERS, any uniform allowance will not be subject to reporting as special compensation to PERS pursuant to AB 340/SB197 (Public Employee Pension Reform Act of 2013).
5. For employees hired prior to January 1, 2013, or otherwise designated as "classic" members, the uniform allowance continues to be subject to reporting as special compensation to PERS. For payroll purposes, the uniform annual allowance will be reported to PERS for each classic member as 1/26 of the annual allowance each pay period the employee is on the regular County payroll in paid status. The uniform allowance shall not be reported for any pay period the employee is in unpaid status the entire pay period.
6. Employees shall wear the required uniform in good repair.
7. When an employee transfers or terminates from a uniformed position, they may be required to turn in to the Fire Department all uniform items purchased by the County. Uniform items may be reissued to employees only with the receiving employee's permission.

ARTICLE 10 PERSONAL PROPERTY REIMBURSEMENT

Upon approval of the County Fire Chief, and in accordance with the provisions of Section 53240 of the Government Code of California, employees may be paid the cost of replacing or repairing prostheses or other personal property of an employee, such as eyeglasses, hearing aids, dentures, watches or other articles necessarily worn or carried by the employee or required by the nature of his/her duties, when such items are damaged or destroyed in the line of duty or stolen from County facilities provided the employee was not at fault or contributorily negligent. If items are damaged beyond repair, the actual value of such may be paid up to a limit of \$500.00 per instance. The value of such items shall be determined as of the time of damage thereto. The County Fire Chief shall establish the procedure to be followed by employees in submitting claims for damaged or destroyed items. No claims shall

be authorized for repair or replacement of items or personal property used on County business unless they have more than minor value and are listed on an inventory of such items which has received certification by the County Fire Chief that said items are necessary for the conduct of County business.

ARTICLE 11 HEALTH/DENTAL/OPTICAL

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

- A) Effective July 1, 2021 (pay period 14-2021) and based on 24 pay periods annually, the County contribution to the Health and Dental/Optical Plan, shall be as follows:

Health/Dental/ Vision Plan level	County Monthly Contribution
Single	\$450.78
Two-Party	\$820.66
Family	\$1,234.80

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

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

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

ARTICLE 12 ASSOCIATION RELEASE TIME

1. 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 Association may designate up to four (4) designated members of the Association who shall be authorized release time to attend all negotiation meetings between the Association and County. Employees on the Association negotiating team will not suffer a loss of compensation for time spent participating in negotiations, nor will they accrue overtime. One representative shall be authorized to attend meetings of the Health Insurance committee.
2. Designated officers of the Association will be permitted up to a combined total of 140 hours of duty time off per calendar year for the purpose of conducting Association business as follows: Up to a combined total of 96 hours will be permitted provided that the Fire Department is notified at least 72 hours in advance of the leave and there is relief staffing that does not cause forced overtime. Up to an additional combined total of 44 hours will be permitted provided that the Fire Department is notified at least 72 hours in advance of the leave and contingent on available relief without additional overtime cost.

ARTICLE 13 WORK CYCLE

Since July 3, 2006, the basic work cycle is 144 hours in an 18-day period as shown in the following example:

X = On Duty Status
O = Off Duty Status

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
X	X	O	O	X	X	O	O	X	X	O	O	O	O	O
16	17	18												
O	O	O	(Repeat Cycle)											

Employees covered by this MOU are considered to be 56 hour a week employees for payroll purposes.

ARTICLE 14 OVERTIME COMPENSATION

1. The County has adopted a Fair Labor Standards Act (FLSA) 7-k exemption policy. The County will pay 56-hour employees overtime at an amount equal to one and

one-half (1-1/2) times the regular 56-hour hourly rate of pay, including all incentives and special compensations in Article 19, (Section C below) for hours worked in excess of 136 hours in an 18-day work period.

2. For the purpose of computing working time in this section, all authorized paid vacation and sick leave shall be computed as time worked. All overtime shall be paid on the payday following the work cycle in which it was earned.
3. All overtime worked shall be paid on the payday following the pay period in which it was earned.

ARTICLE 15 CALL BACK

1. The County will compensate employees for a minimum of two (2) hours when called back for active duty after having gone off duty and departed the work site.
2. Minimum "call-back" shall not apply to overtime which is contiguous to the employee's regular shift or to overtime for special meetings, trainings sessions or other special events scheduled at least twenty-four (24) hours in advance. Employees required to respond to special events that are scheduled at least twenty-four (24) hours in advance shall receive a minimum of two (2) hours at the overtime rate or the actual time spent at the event, whichever is greater.
3. Minimum "call-back" shall not apply to overtime which is required for physical examinations or portions thereof. Employees shall be compensated at the overtime rate for actual time spent in the physical exam.
4. 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 16 EMPLOYEE ASSISTANCE PROGRAM

- A) The County's Employee Assistance Program (EAP) which provide confidential counseling and/or psychological services for drug and/or alcohol related problems and critical incident counseling. Employees may voluntarily utilize the program or, with cause, may be involuntarily referred by the Department Head. The Medical Insurance Committee described in Article 11 shall advise the County on plan design and selection of providers.
- B) Each employee shall submit to a screening test for drugs and alcohol as part of the regularly scheduled physical examination. If there is reasonable cause to suspect that an employee has a drug and/or alcohol abuse problem, the

Department Head may require that employee to submit to a screening test for drugs and/or alcohol at times other than the regularly scheduled physical examination.

- C) Each employee shall submit to alcohol and/or drug screening tests as per the Kings County Fire Department Alcohol and Drug Abuse Policy (Appendix B).
- D) Results of drug and/or alcohol screening tests shall remain confidential.

ARTICLE 17 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 under I.R.S. regulations as determined and administered by the Department of Finance.

ARTICLE 18 TRAINING

The Fire Department shall furnish employees a minimum of ten (10) calendar days' notice of any scheduled off duty training session. Employees who have previously scheduled vacations which coincide with the scheduled training dates will not be required to attend. Employees who have eight-day breaks which coincide with the scheduled training date(s) will be required to attend the training unless such eight-day break falls at the beginning of a previously scheduled vacation.

ARTICLE 19 HOLIDAYS

Fire service requires scheduled staffing without regard to holidays. Accordingly, firefighters are compensated for holiday in lieu for days they would otherwise be eligible to take as time off:

- A) The following shall be paid holidays for all employees covered by this MOU:
 - 1. January 1, New Year's Day.
 - 2. Third Monday in January, Martin Luther King Day.
 - 3. Third Monday in February, Presidents Day.
 - 4. Last Monday in May, Memorial Day.
 - 5. July 4, Independence Day.
 - 6. First Monday in September, Labor Day.
 - 7. November 11, Veterans' Day.
 - 8. The day designated as Thanksgiving Day.
 - 9. The day after the day designated as Thanksgiving Day.
 - 10. Twelve hours occurring on the working day before the day observed as Christmas Day for shift personnel. (1/2 day Holiday)
 - 11. December 25, Christmas Day.

12. Twelve hours occurring on the working day before the day observed as New Year's Day for shift personnel. (1/2 day Holiday)
13. Such other days as the Board of Supervisors may determine by resolution.
- B) If a recognized County holiday (as established by Section 7050 of the County Personnel Rules) falls during a period when an employee is on paid leave status (vacation, sick leave, jury duty or examination leave) such employee shall receive holiday pay in the same manner as an employee who is off shift, i.e., Holiday Pay will be received in addition to the regular rate of pay.
- C) Holiday Pay for each of the holidays listed above shall consist of 24 hours of pay at the employee's regular rate of pay at the time payment is made with the exception of half day holidays, which shall consist of 12 hours of pay. Regular rate of pay for holiday purposes includes special compensations as listed below and as applicable to each employee covered under this MOU, when figuring the hourly rate to multiply by the number of Holiday Pay hours each employee is entitled to. Special Compensations include the following:
- EMT-D Qualification Pay
 - Instructor Pay
 - Company Officer Certification Pay
 - Chief Fire Officer Certification Pay
 - Bilingual Pay
- D) Nothing herein shall prevent the head of any department or institution, which by reason of the nature of the service must remain open on holidays, from requiring employees thereof to work upon any holiday.
- E) Any employee who is required to work on a day which is a holiday shall be compensated for the holiday in the manner described above, which shall include all incentives/special compensations discussed herein, in addition to the employee's regular compensation for such day had the day not been a holiday. It is the intent of this section to grant the same holidays or compensation therefore to all employees in this bargaining unit equally.
- F) 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.
- G) 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.
- H) An employee must be in paid status either the work day preceding or the work day following in order to receive holiday pay. An employee who is in unpaid status the work day preceding and following the holiday, shall not receive holiday pay.

ARTICLE 20 TEMPORARY ASSIGNMENT REIMBURSEMENT

Fire employees who are temporarily assigned to work sites outside the Battalion in which they normally work requiring additional travel shall receive the current mileage rate paid by the

County for the additional mileage they are required to travel. This is intended to reimburse employees only for the additional travel required by virtue of the assignment change. In the event the assignment change actually required no additional travel or less travel, then no mileage will be paid.

ARTICLE 21 BILINGUAL PAY

Bilingual employees assigned to public contact positions shall be entitled to bilingual compensation in the amount of \$27.50 per pay period where the use of bilingual skills constitutes at least fifty percent (50%) of their productive time. 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 criteria is being met. Employees receiving bilingual pay may be required to use their bilingual ability to assist other departments within the County.

ARTICLE 22 ADMINISTRATIVE APPEALS PROCEDURE

The County and Association agree to follow the administrative appeal procedures pursuant to Government Code section 3254 of the Firefighters Procedural Bill of Rights Act (FBOR). To the extent such procedures required under the FBOR are inconsistent with the County's current procedures, the County and Association agree to meet and confer over such procedures and work in good faith to finalize such procedures within three months of the execution of this Agreement. The Procedure for Administrative Appeal of Disciplinary Action is attached as Appendix C.

ARTICLE 23 SAVINGS CLAUSE

If any article or section of this Memorandum of Understanding or any addition thereof 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 this 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 agreement for such article or section.

ARTICLE 24 VACATION

All full-time and regular part-time employees in the classified service shall be entitled to vacation credit in accordance with the following schedule of earned hours of service:

<u>Regular at 40 = 2080 per year</u>				<u>Earned per year</u>			
				(based on work hours)			
<u>Years</u>	<u>Hours</u>	<u>Rate</u>		<u>HOURS</u>	<u>WEEKS</u>	<u>CAP</u>	
0 - 5	0 - 10,400	0.046154	2080	96.00	2.40	192	
5+ / -15	10,401 - 31,200	0.057693	2080	120.00	3.00	240	
15 +	31,201 - over	0.076924	2080	160.00	4.00	320	

Fire at 56 = 2912 per year

		Accrual		Earned per year (based on work hours)		
<u>Years</u>	<u>Hours</u>	<u>Rate</u>		<u>HOURS</u>	<u>WEEKS</u>	<u>CAP</u>
0 - 5	0 - 14,560	0.046154	2912	134.40	2.40	269
5+ / -15	14,561 - 43,680	0.057693	2912	168.00	3.00	336
15 +	43,681 - over	0.076924	2912	224.00	4.00	448

ARTICLE 25 SICK LEAVE

All regular full-time and regular part-time employees shall be entitled to point zero four six one five four (.046154) hours of sick leave with pay for each of the actual number of hours of regular employment.

ARTICLE 26 RETIREE HEALTH BENEFIT:

- A. Employees hired after April 18, 2011, who have 5 years of Kings County continuous service immediately prior to retirement, are age 50 or older, and retire in good standing from the County 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 only, 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 payout benefit is exhausted, whichever occurs first. When an employee and/or spouse, if covered, reach Medicare eligibility the remaining money may be used for Medicare supplemental premiums until the money runs out. The retiree health benefit percentage shall be as follows:

<u>Service Hours</u>	Percent of compensation (based on hours) <u>Retiree Health Benefit</u>
14,561 – 43,680	25%
43,681 – 58,240	35%
58, 241 and over	45%

To qualify for the retiree health benefit, the employee, spouse, and/or 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 spouse and/or dependents only so long as they are eligible for coverage under the plan, have not reached Medicare eligibility or, 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 spouse and/or 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 April 18, 2011, 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	<u>OR</u>	Percent of Compensation (based on hrs) Health Benefit
14,561 – 58,240	20%		40%
58,241 and over	20%		50%

- 1) 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.
- 2) 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, spouse, and/or 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 no later than 14 days after the separation in good standing from County service as a result of resignation, layoff or 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 spouse and/or eligible dependent(s) shall make the election of either cash or the retiree health benefit option within 30 days of the death of the employee.

3) Cash benefit option:

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

ARTICLE 27 TOBACCO USE

Any department employees hired after June 18, 2007 to provide fire suppression or prevention services in a sworn capacity, as a condition of employment, shall refrain from using tobacco or tobacco products either on duty, off duty or while in uniform during his or her tenure of employment.

ARTICLE 28 PERSONNEL ASSIGNMENTS TO APPARATUS

It is the intention of the Kings County Fire Department to respond with a minimum of 2 personnel assigned to an Engine, Truck, Patrol, or Water Tender when available or applicable. Given that the numbers of assigned personnel may vary depending on station location and/or department constraints, there may be times when this is unachievable. Deviation from this standard is at the discretion of the Fire Chief or their designee.

ARTICLE 29 DEFERRED COMPENSATION

For every four (4) dollars contributed to the County contracted deferred compensation programs by employees, the County shall contribute one (1) dollar to employee's account, up to a maximum of seven hundred dollars (\$700) per calendar year.

ARTICLE 30 RECOGNITION

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

- Fire Apparatus Engineer
- Fire Captain
- Firefighter
- Heavy Equipment Operator

APPENDIX A

KINGS COUNTY FIREFIGHTERS' ASSOCIATION SALARY SCHEDULE - HOURLY RATES

Effective October 18, 2021 at 12:01 a.m. (beginning of PP22-2021)

Classification	Range	Step 1	Step 2	Step 3	Step 4	Step 5
Firefighter	195.0	\$17.24	\$18.12	\$19.04	\$20.01	\$21.04
Fire Apparatus Engineer	206.0	\$19.24	\$20.21	\$21.24	\$22.33	\$23.47
Fire Captain	221.0	\$22.33	\$23.47	\$24.67	\$25.94	\$27.26
Heavy Fire Equipment Operator	206.0	\$19.24	\$20.21	\$21.24	\$22.33	\$23.47

Effective July 11, 2022 at 12:01 a.m. (beginning of PP15-2022)

Classification	Range	Step 1	Step 2	Step 3	Step 4	Step 5
Firefighter	198.0	\$17.76	\$18.67	\$19.62	\$20.62	\$21.67
Fire Apparatus Engineer	209.0	\$19.81	\$20.83	\$21.89	\$23.01	\$24.19
Fire Captain	224.0	\$23.01	\$24.19	\$25.42	\$26.72	\$28.09
Heavy Fire Equipment Operator	209.0	\$19.81	\$20.83	\$21.89	\$23.01	\$24.19

APPENDIX B

KINGS COUNTY FIRE DEPARTMENT

ALCOHOL AND DRUG ABUSE POLICY

I. PURPOSE

It is the intention of this policy to ensure the absence of substance abuse and its effects in the workplace. While the Fire Department has no intention of intruding into the private lives of its employees, involvement with drugs and alcohol on or off the job can take its toll on job performance and employee safety. This policy reiterates the Department's expectation that employees be able to perform their duties safely and efficiently in the interests of their fellow workers, the public and themselves. The presence and/or use of drugs and alcohol on the job is inconsistent with this expectation.

Employees who think they may have an alcohol or drug usage problem are urged to voluntarily seek confidential assistance from the County Employee Assistance Program (EAP). While the Department will be supportive of those who seek help voluntarily, it will be equally firm in identifying and disciplining those whose work performance may be impaired from substance use/abuse and who do not seek assistance.

Department staff will be trained to identify the signs and symptoms of substance use/abuse and will be involved in the implementation of this policy. Alcohol or drug abuse will not be tolerated. Progressive discipline, up to and including termination, will be used as necessary to achieve this goal.

This policy provides guidelines for the identification of and deterrence of alcohol and drug abuse in the Fire Department. To that end, the Department will act to eliminate any substance abuse which increases the potential for accidents, absenteeism, substandard performance, poor employee morale or damage to the Department's reputation. All persons affected by this policy should be aware that violations of the policy may result in discipline, up to and including termination.

In recognition of the public service responsibilities entrusted to its employees, the following policy against drug and alcohol abuse is hereby adopted by the Kings County Fire Department.

II. DEFINITIONS

1. "Substance abuse" - the use of alcohol or drugs, as defined below, in such a manner on one or more occasions as to impair or reduce a person's ability to use good judgment and/or act responsibly in everyday situations, or to safely and efficiently perform the duties and functions of a particular assigned job.

2. "Alcohol" - any alcoholic beverage, such as, but not limited to beer, wine or liquor; or any other substance containing alcohol which, when ingested in sufficient quantity, can cause an impairment in perception, judgment or physical ability.
3. "Drug" - any substance whose possession or ingestion is prohibited by any Federal, State or local law except those validly prescribed medicines which are taken in accordance with prescription directions.
4. "Under the Influence" - any condition where drugs or alcohol have so affected the nervous system, brain or muscles of a person as to impair, to an appreciable degree, his/her ability to act as an ordinary, prudent, and cautious person would act if they were in full possession of their faculties and using reasonable care.
5. "Reasonable suspicion" is a belief based on objective facts sufficient to lead a reasonable prudent person to believe that an employee is under the influence of drugs or alcohol.

III. POLICY

Every employee of the Kings County Fire Department:

- A. Shall not report to work or be subject to duty while his/her ability to perform job duties is impaired due to on or off duty alcohol or drug use.
- B. Except for prescription medication, shall not possess or ingest alcohol or drugs during working hours, on breaks, during meal periods while on duty, upon County property while on duty or in County vehicles, whether working or not.
- C. Shall not directly or through a third party sell or provide drugs or alcohol to any employee, while such employee is on duty, at any time while such employee is on duty and on County property or in a County vehicle.
- D. Shall submit immediately to an alcohol or drug test when requested by the department head or his designee and based upon facts which would support a reasonable suspicion that the employee was under the influence. Refusal to submit to such a test may constitute insubordination and may result in disciplinary action.
- E. Shall notify his/her supervisor, before beginning work, when taking any prescription medication or drug which may interfere with the safe and effective performance of duties or operation of County equipment. Failure to make such notification may result in discipline, up to and including termination. In the event there is a question regarding an employee's ability to safely and effectively perform assigned duties while using prescribed medication or drugs, clearance from a qualified physician may be required.

- F. Shall provide, within 24 hours of request, bona fide verification of a current valid prescription for any potentially impairing drug or medication identified when a drug screen/test is positive. The prescription must be in the employee's name.
- G. Who is off duty and is called to work, shall decline the assignment if the employee believes that his or her use, while off duty, of alcohol or prescription medication or drugs would interfere with the safe and effective performance of his or her duties or operation of County equipment.

Except for searches identified in Paragraph V(E), the department reserves the right to search for alcohol or drugs, without employee consent or prior notification, in any area of County property over which it has sole or joint control with the employee. The Department may notify the appropriate law enforcement agency that an employee may have illegal drugs in his/her possession or in an area not jointly or fully controlled by the Department.

Employees reasonably believed to be under the influence of alcohol or drugs shall be prevented from engaging in further work and shall remain on the work location until transportation home is arranged.

Appropriate law enforcement personnel will be contacted when the employee refuses to remain at the job site and there are facts which would support a reasonable suspicion that the employee, by operating a motor vehicle, would create a danger to him/herself or others.

The Department has established a voluntary Employee Assistance Program (EAP) to assist those employees who voluntarily seek help for alcohol or drug problems. Employees should contact their supervisors, Personnel or the Department for additional information.

IV. APPLICATION

This policy applies to represented employees of and to all applicants for positions with the Kings County Fire Department.

It is the intent of the Department to administer consistency of discipline and assist the employee with reasonable accommodation in respect to substance abuse.

Reasonable accommodation shall include, but is not limited to, the following:

1. The ability for the affected employee to obtain, at his/her own expense, a second medical opinion regarding the issue of the suspected substance abuse.
2. The cooperation of the department in utilizing the EAP and/or other substance abuse services.
3. Cooperation by the Department to place the individual within a substance/alcohol abuse program.
4. Any combination of the above.

Notwithstanding this policy of reasonable accommodation, the Department retains the right to take such disciplinary action as may be appropriate under the circumstances.

V. MANAGEMENT RESPONSIBILITIES AND GUIDELINES

- A. Managers and supervisors are responsible for enforcement of this policy.
- B. Managers and supervisors may order an employee to submit to a drug and/or alcohol test when there are facts which would support the reasonable suspicion that the employee is under the influence of drugs or alcohol while on the job. This order to submit to testing must first be approved by the manager's or supervisor's immediate supervisor, if available.
- C. Employee will submit to an alcohol and drug screening test as a matter of routine after a motor vehicle accident resulting in a fatality, serious bodily injury or serious property damage in which a participant is a County employee on County time or driving a County vehicle.
- D. Managers or supervisors shall not physically search employees, nor shall they search the personal possessions of employees without the freely given consent of the employee. Searches, when consented to, shall be made in the presence of the employee and a witness.
- E. Managers or supervisors shall notify the Fire Chief or designee when they have reasonable suspicion to believe that an employee may have illegal drugs in his/her possession or in an area not jointly or fully controlled by the County. If the Fire Chief or designee believes that there is a reasonable suspicion of illegal drug possession, notification will be made to the appropriate law enforcement agency.

The following factors may give rise to reasonable suspicion:

- 1. Physical impairment normally associated with drug or alcohol under the influence such as slurred speech, unsteady gait, inability to walk;
- 2. Impaired oral communication or cognitive functions such as inability to carry on a conversation, lack of contact with reality;
- 3. Odor of alcohol on body or breath;
- 4. Accident involving County property due to impaired physical abilities, such as ability to perceive, respond and exercise good judgment, normally associated with drug or alcohol under the influence;
- 5. Possession of alcohol or drugs at the workplace or work location;
- 6. Unusual behavior normally associated with drug or alcohol use/abuse.

VII. DRUG AND/OR ALCOHOL TESTING

A. Pre-employment Physicals

1. Any offer of employment to an applicant shall be contingent upon a negative result from a drug and/or alcohol screening test.
2. If a drug screen is positive at the pre-employment physical, the applicant must provide, within 24 hours of request, bona fide verification of a valid current prescription for the drug identified in the drug screen. If the prescription is not in the applicant's name or the applicant does not provide such verification, or if the drug is one that is likely to impair the applicant's ability to perform the job duties, the applicant will no longer be considered for employment.

B. During Employment Physicals or Alcohol/Drug Tests

1. A valid positive result from a drug and/or alcohol analysis test may result in disciplinary action, up to and including discharge.
2. The initial test to be given will be the Enzyme Multiplied Immunoassay Test (EMIT). If the initial test is positive, the testing lab will automatically perform a second test. The second test may either be a Gas Chromatography or a Mass Spectrometry. All testing will be performed at the expense of the County. These tests shall be used exclusively unless changed by consent of both parties.
3. If the drug screen is validly positive for a drug which can be legally prescribed by a medical doctor, the employee must provide within 24 hours bona fide verification of a valid current prescription for the drug identified in the drug screen. The prescription must be in the employee's name. If the employee does not provide acceptable verification of a valid prescription, the employee will be subject to disciplinary action up to and including discharge.
4. If an alcohol or drug screening test is validly positive for alcohol or drugs, the department may conduct an investigation to gather all facts. Any decision to discipline will be carried out in conformance with Chapter 10 of the County Personnel Rules.

VIII. CONFIDENTIALITY

Laboratory reports, drug and/or alcohol screening test results, medical reports and information or documentation of an employee's participation in the Employee Assistance Program or any other rehabilitation or treatment program shall not appear in an employee's official personnel file. Information of this nature will be contained in a separate confidential medical file that will be securely maintained under the control of the County Health Officer and shall not be released to any party except the employee and his authorized agent with the express written consent of the employee except as set forth in this paragraph or as required by law. Disclosures, without employee consent, may occur when: (1) the information is compelled by law or by judicial or administrative process; (2)

the information has been placed at issue in a formal dispute between the employer and employee; (3) the information is to be used in administering an employee benefit plan; (4) the information is needed by medical personnel for the diagnosis or treatment of the patient who is unable to authorize disclosure.

IX. EMPLOYEE ASSISTANCE PROGRAM

Early recognition and treatment of alcohol and drug abuse is important for successful rehabilitation, for economic return to the Department and for reduced personal, family and social disruption. The Department encourages the earliest possible diagnosis and treatment for alcohol and drug abuse. However, the decision to seek diagnosis and accept treatment is primarily the individual employee's responsibility. To assist employees in obtaining early voluntary treatment, the Department has established an Employee Assistance Program (EAP). The EAP provides counseling and assistance to all employees of the Department.

Employees with alcohol or drug abuse problems may voluntarily request the confidential assistance of the EAP. Employees may seek help without the approval or even the knowledge of their supervisor. The EAP will provide assistance on a strictly confidential basis and will refer the employee to appropriate counseling or treatment services as necessary. Employees who voluntarily request assistance of the EAP in dealing with an alcohol or drug abuse problem may do so without jeopardizing their continued employment with the department.

Voluntary requests for assistance from the EAP will not necessarily prevent disciplinary action for violation of the Department's drug and alcohol abuse policy. Employees who undergo voluntary counseling or treatment pursuant to a referral by the EAP and who continue to work must meet all established standards of conduct and job performance.

Voluntary Self-Referral to Employee Assistance Program (EAP):

Assistance through the EAP program will be available on a self-referral basis, as follows:

- A. Prior to discovery of any violation of this policy, any employee who believes that he or she has a substance abuse problem requiring treatment may voluntarily request assistance through the EAP either directly through the EAP provider or through a supervisor.
- B. Any employee who voluntarily requests assistance in dealing with a substance abuse problem may do so through the EAP in complete confidence and without risk of adverse employment consequences solely as a result of the request for assistance. No reference of the request will be placed in the employee's personnel file.
- C. To correctly and completely identify the nature of a substance abuse problem, an employee may be asked by his/her supervisor or the EAP provider to submit to a drug test prior to beginning counseling or treatment. The results of the test will be reported to the County Health Officer who may communicate to the EAP provider such information as may assist the provider in determining appropriate treatment.

- D. If appropriate, the employee may be referred to a rehabilitation program by the EAP provider. An employee referred to a rehabilitation program will be responsible, in conjunction with any provider of available health and welfare benefits, for the cost of the rehabilitation program.
- E. Employees are encouraged to request to be relieved from duty and be placed on a leave of absence during participation in the EAP or rehabilitation program if the employee will not remain drug free during the program. The employee may request one leave of thirty (30) days or less which may be charged to accumulated sick leave or other leave while participating in the EAP, rehabilitation or treatment program. If no leave is available, the employee may be placed on a leave of absence without pay for the duration of the EAP, rehabilitation or treatment program.
- F. If an employee is experiencing performance problems or disciplinary action is contemplated or pending against the employee at the time a request for assistance is made, the request for assistance will be treated as a separate issue. In no case will a request for assistance provide amnesty to an employee in a contemplated or pending disciplinary action. A request for assistance may, at the discretion of the Department, defer related pending or contemplated disciplinary action until completion of the treatment process.

H: pol_proc/Firedrug

APPENDIX C
KINGS COUNTY FIREFIGHTERS' ASSOCIATION

PROCEDURE FOR ADMINISTRATIVE APPEAL OF DISCIPLINARY ACTION

The following administrative appeal procedures are adopted pursuant to Government Code § 3254.5 of the Firefighters Procedural Bill of Rights Act ("FBOR"). In the event that the FBOR is amended to allow an administrative appeal in accordance with the standard procedure of the County's Personnel Appeals Board pursuant to Chapter 1 of the County's Personnel Rules, the parties agree to meet and confer with respect to modifications of this FBOR administrative appeal procedure.

1. DEFINITIONS

- a. The term "firefighter" means an employee who is considered a "firefighter" under Government Code § 3251(a) except for the Fire Chief who is identified as such. For purposes of this policy, "firefighter" does not include anyone in a volunteer capacity. As referenced in Government Code § 3251(a), any employee who has not successfully completed the probationary period established by the County as a condition of initial employment, is not included in the definition of "firefighter" and is not covered under this procedure. The classifications of employees who are considered a "firefighter" under this policy include: Fire Apparatus Engineer, Fire Captain, Battalion Chief, and Assistant Fire Chief.
- b. The term "punitive action" means any action defined by Government Code § 3251(c), i.e., "any action that may lead to dismissal, demotion, suspension, reduction in salary, written reprimand, or transfer for purposes of punishment."

2. APPEAL OF A PUNITIVE ACTION NOT INVOLVING DISCHARGE, DEMOTION OR SUSPENSION OF A FIREFIGHTER

Pursuant to Government Code § 11445.20, the following informal hearing procedure shall be utilized for an appeal by a firefighter of a punitive action not involving a discharge, demotion or a suspension. Any such informal appeal shall also be governed by Government Code sections 11425.10 through 11425.60.

- a. Notice of Appeal- Within fifteen (15) calendar days of receipt by a firefighter of notification of punitive action as set forth above, the firefighter shall notify the Fire Chief in writing of the firefighter's intent to appeal the punitive action. The notice of appeal shall specify the action being appealed and the substantive and procedural grounds for the appeal.
- b. Presiding Officer- In an informal hearing, the Fire Chief or his/her designee shall be the presiding officer. The Fire Chief or his/her designee shall conduct the

informal hearing in accordance with these procedures. The determination of the Fire Chief shall be final and binding. If the Fire Chief cannot serve as the hearing officer because of actual bias, prejudice or interest as defined by Government Code §11425.40, then the County Administrative Officer or his/her designee shall serve as the Presiding Officer. In such cases, the determination of the County Administrative Officer or his/her designee shall be final and binding.

- c. Burden of Proof- The employer shall bear the burden of proof at the hearing. The Department shall have the burden of proving by a preponderance of the evidence that the facts which form the basis for the punitive action and that the punitive action was reasonable under the circumstances.
- d. Conduct of Hearing-
 - i. The formal rules of evidence do not apply, although the Presiding Officer shall have discretion to exclude evidence which is incompetent, irrelevant or cumulative, or the presentation of which will otherwise consume undue time. Hearsay evidence may be admitted if it is the sort of evidence on which reasonable persons would rely in the conduct of serious affairs. An objection as to the hearsay nature of evidence is timely if made before the submission of the case or on reconsideration.
 - ii. The parties may present opening statements.
 - iii. The parties may present evidence through documents and testimony.
 - aa. Witnesses shall testify under oath.
 - bb. Subpoenas may be issued pursuant to Government Code §§ 11450.05-11450.50.
 - cc. The Presiding Officer shall have discretion to allow the parties to confront and cross-examine witnesses.
 - iv. Following the presentation of evidence, if any, the parties may submit oral and/or written closing arguments for consideration by the hearing officer.
- e. Recording of the Hearing- The hearing will be audio recorded. The cost to receive a transcript of the hearing shall be borne by the party requesting the transcript.

- f. Representation- The firefighter may be represented by an association representative or attorney of his or her choice at all stages of the proceedings. All costs associated with such representation shall be borne by the firefighter.
- g. Decision- The decision shall be in writing pursuant to Government Code §11425.50. The decision shall be served by first class mail, postage pre-paid, upon the firefighter as well as his/her attorney or representative, shall be accompanied by an affidavit or certificate of mailing, and shall advise the firefighter that the time within which judicial review of the decision may be sought is governed by Code of Civil Procedure § 1094.6.

3. APPEAL OF A DISCIPLINARY DECISION INVOLVING DISCHARGE, DEMOTION OR SUSPENSION OF A FIREFIGHTER

In those instances where the administrative appeal of a disciplinary decision involving discharge, demotion, or suspension of a firefighter, the administrative appeal shall be conducted in accordance with Chapter 5 (commencing with Section 11500) of Part 1 of Division 3 of Title 2 of the California Government Code.

- a. Notice of Discipline as Accusation- The final notice of discipline which may be issued at the conclusion of any pre-disciplinary procedures shall serve as the Accusation as described in Government Code §§ 11500, et seq. The notice shall be prepared and served in conformity with the requirements of Government Code §§11500, et seq. Pursuant to Government Code § 11506, a firefighter served with an Accusation has 15 days after service of the Accusation to file a Notice of Defense requesting an administrative appeal hearing.
- b. Administrative Law Judge- Pursuant to Government Code § 11512, the County has determined that appeals shall continue to be heard through the procedures of the Personnel Appeals Board in accordance with Chapter 1 of the County's Personnel Rules, with an administrative law judge from the Office of Administrative Hearings presiding at the hearing, pursuant to Government Code § 11512(b) and County Personnel Rule 1022.
- c. Time and Place of Hearing- Pursuant to Government Code § 11508, a hearing shall be conducted at a time and a place to be determined by the administrative law judge, as agreed upon by the parties.
- d. Notice of the Hearing- Notice of the hearing shall be provided to the parties pursuant to Government Code § 11509.
- e. Decision - The administrative law judge may recommend to sustain or modify the disciplinary action taken when it appears in the record that there was a

substantial violation or omission of procedure or where the specific evidence produced in the hearing warrants such recommendation. In all instances, the administrative law judge shall certify copies of its findings and recommendations to the County Counsel or his/her designee, and to the appellant employee. Either party may then submit the decision for consideration to the Board of Supervisors pursuant to Personnel Rule 1060. The Board of Supervisors, shall then affirm, revoke or modify the original action taken. Such affirmation, revocation, or modification taken shall be final. Judicial review of the Board of Supervisor's decision may be had pursuant to Government Code section 11523.

APPENDIX D

LETTER OF AGREEMENT BETWEEN COUNTY OF KINGS (COUNTY) AND KINGS COUNTY FIREFIGHTERS ASSOCIATION April 2015

The County and the Firefighters' Association 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 Firefighters' 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

**SIDE LETTER BETWEEN
COUNTY OF KINGS (COUNTY) AND FIREFIGHTERS' ASSOCIATION IAFF
Local #3747 (ASSOCIATION)**

November 9, 2017

The County and Association hereby agree to the following changes to Chapter 6 of the County Personnel Rules regarding Career Development:

6011.2 Program Benefits

The County offers limited education reimbursement to eligible employees of the County of Kings for costs directly related to the employee's present position or for a promotion within the employee's present class series, or another position within the County. Reimbursements are made after satisfactory course completion. The maximum reimbursement per fiscal year shall be \$500 for units completed at any community college, or \$1,000 for units completed at any accredited four-year college toward a bachelor's, masters, or other higher degree. The \$1,000 reimbursement may apply toward units at a community college only when the employee can demonstrate at least 60 semester units have already been earned and the current course of study is toward completion of a bachelor's degree. If an employee attends the Peace Officer Standards Training (POST) Academy training at their own expense, the \$1,000 limit will apply for the units earned. Reimbursement does not apply to degree programs below current educational levels.

Fire employees may be reimbursed in the amount of \$500 per fiscal year to attend classes from any certified Office of the State Fire Marshal (OSFM) or National Wildfire Coordinating Group (NWCG) leading to the following certificates (including pre-requisites):

- Company Officer;
- Chief Fire Officer;
- Task Force / Strike Team Leader;
- Safety Officer; or
- Division Group Supervisor.

Fire employees who attend courses outside of accredited community or four-year colleges must obtain written approval from the Fire Chief prior to enrolling in courses/classes. Any payments for the certificate courses listed above will reduce the employee's eligibility for education reimbursement.

FIRE ASSOCIATION:

COUNTY:

Original signatures kept on file

Rick Levy,
President

Leslie McCormick Wilson,
Human Resources Director



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM October 26, 2021

SUBMITTED BY: Human Resources – Henie Ring

SUBJECT: MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY AND THE
DETENTIONS DEPUTY ASSOCIATION

SUMMARY:

Overview:

The County's previous agreement with the Detentions Deputy Association expired June 30, 2021. Negotiations have been conducted in good faith and a successor agreement was reached between the parties for a two-year term ending December 31, 2023. The agreement was ratified by the membership of the Association and staff recommends approval by the Board of Supervisors.

Recommendation:

Authorize the Human Resources Director and designated staff to sign the successor agreements with the Detentions Deputy Association with a term ending June 30, 2023.

Fiscal Impact:

The agreement provides for a 4 range (approximately 4%) salary increase effective October 18, 2021 (Pay Period 22-2021) for all represented positions, and an equity adjustment of 6 ranges (approximately 6%). It also includes an increase of \$50 annually to the employer contribution of the deferred compensation, and an increase to the uniform allowance of \$25 to \$50, depending upon classification. Additionally, all represented positions shall receive a lump sum of \$500 effective October 18, 2021 (Pay Period 22-2021). The second year of the agreement includes a 3 range (approximately 3%) salary increase effective July 11, 2022 (Pay Period 15-2022). The cost for year one of this contract is approximately \$1,214,355. The cost for year two is estimated to be \$385,899; however, the cost could be higher, dependent upon anticipated CalPERS retirement rate increases and Social Security cost with higher salaries implemented in Fiscal Year 2021-2022.

BACKGROUND:

The previous agreement with the Detentions Deputy Association expired on January 31, 2020. On October 13,
(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

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

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY THE FIREFIGHTERS' ASSOCIATION

October 26, 2021

Page 2 of 2

2020, the County and the Association agreed to extend the Memorandum of Understanding through June 30, 2021. The County and the Association began negotiations in August 2021 and have reached an agreement for a successor agreement for a two-year term ending June 30, 2023.

The proposed agreement provides for a 4 range (approximately 4%) salary increase on October 18, 2021 (Pay Period 22-2021), including an additional 6 range (approximately 6%) equity adjustment for all represented positions. Additionally, all members in the unit shall receive a lump sum of \$500 on October 18, 2021 (Pay Period 22-2021). The second year of the agreement provides for a 3 range (approximately 3%) salary increase on July 11, 2022 (Pay Period 15-2022). An increase to the County's contribution of the deferred compensation program from \$1,000 max contribution to \$1,050 max contribution.

With this agreement, any increases in the health insurance premium amount will be split 50/50 between the employer and employee through the term of the agreement. Also Article 24 Uniform Allowance provides an increase for the Detentions Deputies series from \$850 to \$900, and an increase for Detentions Technician series and Senior Detentions Clerk from \$200 to \$225. The Memorandum of Understanding (MOU) has also been updated to incorporate all modifications previously agreed to, as well as minor wording updates, in addition to the elements described above. The MOU is attached with all additions highlighted in red and underlined, and any deletions marked with a strikethrough.

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

~~December 31, 2018 – December 31, 2019~~ July 1, 2021 through June 30, 2023

BY AND BETWEEN
AUTHORIZED REPRESENTATIVES OF
KINGS COUNTY
(hereinafter "County")

AND

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

Memorandum of Understanding
County of Kings
Kings County Detention Deputy Association

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Memorandum of Understanding
County of Kings
Kings County Detention Deputy Association

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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.the Association 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 the Kings County Detention Deputy Association, hereinafter shown as K.C.D.D.A.Association, 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 Deputy I-STC
Detentions Deputy I/II
Detentions Sergeant
Detentions Technician I/II
Senior Detentions Clerk
Senior Detentions Deputy
Senior Detentions Technician

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-Association 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 UnionAssociation.

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-Association 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:

1. ~~The Union Association~~ may designate up to 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~~Association. These employees shall be released on the same day as designated by the Association, and the member's meetings shall be held at a site other than on County premises. Such release time may not be accumulated from month to month; employees who are sick or otherwise absent from work waive their right to release time.
2. An additional eighty (80) hours annually may be shared for training ~~A~~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.
- ~~4.3.~~ The Association may designate up to five (5) representatives who shall be authorized to attend all negotiation meetings between the Association and the County. One representative shall be authorized to attend meetings of both the Health Insurance and Labor/Management committees.

ARTICLE 9 NO STRIKE -- NO LOCKOUT

During the term of this Memorandum of Understanding, ~~K.C.D.D.A~~the Association, 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.~~ the Association 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 Association. ~~K.C.D.D.A.~~ The Association agrees to use whatever authority it may possess at the time to halt any such violation.

~~Union Association~~ 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.~~ the Association shall be grounds for Kings County to withdraw the ~~Union's Association'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:

<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)	.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:

Service Hours	Hours (days) Earned (based on 8 hr days)	Rate (based on hrs)
0 - 10,400	96 (12 days)	.046154
10,401 – 20,800	120 (15 days)	.057693
20,801 – 31,200	140 (17.5 days)	.067308
31,201 +	160 (20 days)	.076924

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

Service Hours	Hours (days) Earned (based on 8 hr days)	Rate (based on hrs)
0 – 4,160	80 (10 days)	.038462
4,160 – 10,400	96 (12 days)	.046154
10,401 – 20,800	120 (15 days)	.057693
20,801 – 31,200	140 (17.5 days)	.067308
31,201 +	160 (20 days)	.076924

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 p~~Pay ~~period~~ Period 15 in July of every year. This time shall not become vested until added to the account. If the accrual of these eight (8) hours would cause the employee to reach or exceed their accrual cap, the employee shall not lose any of these hours, however, the employee will not accrue any additional vacation until they are below the vacation limit.

ARTICLE 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.
- 6-7. All employees must be at their assigned post at the start of their daily scheduled shift. All deputies are required to attend a briefing on the first day of the scheduled weekly shift, referred to as their "Mondays." Accordingly, on "Mondays," deputies are entitled to "briefing time" of up to 15 minutes of overtime, if the employee works over their scheduled shift (e.g., 12-hours). If the employee is released prior to working over 12-hours, the employee would not be entitled to the overtime. Detentions Sergeants running a shift, who are providing the briefing on their "Mondays" are entitled to 30 minutes of overtime, if the Sergeant works over their scheduled shift (e.g., 12-hours).

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

- 1. 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.
- 2. Call-back will begin when the employee arrives at the regular worksite. However, employees who report to a place other than their regular worksite will receive call-back for any time beyond the employee's normal commute to and from their regular worksite.
- 3. 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.

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

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-STC	\$850 <u>900</u>
Detentions Deputy I/II	\$850 <u>900</u>
Senior Detentions Deputy	\$850 <u>900</u>
Detentions Sergeant	\$850 <u>900</u>
Detentions Technician I/II	\$200 <u>225</u>
Senior Detentions Clerk	\$200 <u>*225</u>
Senior Detentions Technician	\$200 <u>225</u>

~~* 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. Additionally, employees may be

eligible for reimbursement of personal items (e.g., glasses and eye protection) subject to the approval of the Risk Division of the Administration Office or reimbursement through the Sheriff's Office at the discretion of the Sheriff or their designee.

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~~ July 1, 2021 (pay period ~~2017-12~~ 14-2021) and based on 24 pay periods annually, the County contribution to the Health and Dental/Optical Plan shall be as follows:

Health/Dental/ Vision Plan level	County Monthly Contribution
Single	\$418.92 <u>\$450.78</u>
Two-Party	\$762.68 <u>\$820.66</u>
Family	\$1147.58 <u>\$1,234.80</u>
Dental/Vision Only (1)	County Monthly Contribution
Single	\$28.92 <u>\$31.14</u>
Two-Party	\$54.28 <u>\$58.42</u>
Family	\$85.38 <u>\$91.88</u>

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

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

- B) The County and Association agree that meet and confer discussions regarding the structure of the medical/dental/optical insurance coverage'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.~~

- a. ~~Employees in classifications covered by this Agreement (see Article 2-Recognition) shall receive a 4.0 range (approximately 4%) salary increase effective October 18, 2021 (PP22-2021), or upon ratification and approval of the Board of Supervisors, whichever is later. Additionally, all employees in classifications covered by this Agreement shall receive a lump sum of \$500 effective October 18, 2021 (PP22-2021), or upon ratification and approval of the Board of Supervisors.~~

~~In the second year of the Agreement (FY22-23), all employees in classifications covered by this Agreement (see Article 2-Recognition) shall receive a 3.0 range (approximately 3%) salary increase effective July 11, 2022 (PP15-2022).~~

- a-b. ~~All employees in classifications covered by this Agreement (see Article 2-Recognition) shall receive a 6.0 range (approximately 6%) equity adjustment upon ratification and approval of the Board of Supervisors.~~

ARTICLE 32 TERM

Except where otherwise specifically stated herein, this agreement shall be effective for the period of ~~December 31, 2018~~July 1, 2021 through ~~December 31, 2019~~June 30, 2023.

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, f~~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~~1,050) per calendar year.

ARTICLE 39 UNION-ASSOCIATION INFORMATION FOR NEW EMPLOYEES

It is understood that the County will not solicit members for the UnionAssociation, 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 UnionAssociation. The County will notify the union-Association 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.

K.C.D.D.A. KINGS COUNTY DETENTIONS

COUNTY OF KINGS AUTHORIZED

Jamie Tham-Fry
President

Date

Henie Ring	Date
Human Resources Director	

Richard Stacey
Vice-President

Carolyn Leist
Principal Personnel Analyst

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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.

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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.

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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 Association'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.

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: **Original Signatures on file** FOR THE COUNTY: **Original Signatures 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.

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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

~~SIDE LETTER / MOU EXTENSION~~

~~TO THE 2019-2020 MOU~~

~~BETWEEN~~

~~THE COUNTY OF KINGS~~

~~AND~~

~~KINGS COUNTY DETENTION DEPUTY ASSOCIATION~~

~~October 13, 2020~~

~~The County of Kings (County) and the Kings County Detention Deputy Association (Association) agree to extend and modify the current 2019-2020 Memorandum of Understanding (MOU) for the Association via this Side Letter. The Side Letter amends Article 32.01—Term of Memorandum and shall be in effect during the extended term of the MOU.~~

~~SECTION 32.01 EXTENSION OF CURRENT MOU.~~

~~Unless a provision of this MOU had sunset or was set to sunset, all other provisions of the 2019-2020 MOU are extended to June 30, 2021. This extension of terms includes the 50/50 split on future health care premium increases.~~

~~SECTION 32.02 ECONOMIC REOPENER.~~

~~The parties acknowledge that the COVID-19 pandemic has exasperated the County's fiscal challenges. The County is attempting to resolve these challenges without making changes to the current agreement. However, in the event that the County determines that it needs to make changes to the MOU during its term, the parties shall reopen the agreement prior to June 30, 2021. The parties shall meet within two (2) weeks of a request to meet and confer by the County.~~

Dated: ~~Original signatures kept on file~~

Dated: ~~Original signatures kept on file~~

~~FOR THE ASSOCIATION:~~

~~FOR THE COUNTY:~~

~~Original signatures kept on file~~

~~Original signatures kept on file~~

~~Original signatures kept on file~~

Memorandum of Understanding
County of Kings
Kings County Detention Deputy Association

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COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM October 26, 2021

SUBMITTED BY: Human Resources – Henie Ring
SUBJECT: SALARY RESOLUTION UPDATE

SUMMARY:

Overview:

Periodically the Salary Resolution is updated to reflect negotiated Memorandum of Understanding (MOU) agreements with various bargaining units, classification and compensation changes, and the addition and deletion of positions. This update includes miscellaneous additions/deletions and classification activity approved by the Board of Supervisors since the last Salary Resolution on September 28, 2021. This update reflects various proposed salary adjustment recommendations related to a cost-of-living (COLA) increase.

Recommendation:

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

Fiscal Impact:

The total associated costs with the salary adjustments for the Juvenile Center Support Clerks and Juvenile Corrections Officers I/II/III/IV is approximately \$199,000. The costs of the equity adjustments will come out of the current funding source, which for Juvenile Hall classifications will impact mostly General fund.

BACKGROUND:

The Salary Resolution will include all updated negotiated Memorandum of Understanding (MOU) agreements with various bargaining units since the last Salary Resolution update on September 28, 2021. This update will
(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

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

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

SALARY RESOLUTION UPDATE

October 26, 2021

Page 2 of 3

also includes the recommendation of equity adjustments of 6 ranges (approximately 6%) for Juvenile Center Support Clerks, Juvenile Corrections Officers I/II/III/IV. The Board of Supervisors approved the Human Resources Department to provide up to \$500,000 in equity adjustment monies to address minimum wage impacts for positions who are experiencing severe turnover and retentions issues. Human Resources completed turnover studies on several positions throughout the County and determined a severe recruiting and retention issue in the Kings County Sheriff's Office, Detentions Division. Additionally, the Juvenile Hall positions which are directly tied to the Detentions Division was also included in the study. Based on the survey completed, it is recommended that the Juvenile Hall also receive the 6 range equity adjustment (approximately 6%).

KINGS COUNTY

RESOLUTION NUMBER ~~21-065~~ 21-068

A RESOLUTION FIXING THE COMPENSATION OF OFFICERS AND EMPLOYEES OF KINGS COUNTY

APPROVED BY THE BOARD OF SUPERVISORS ON ~~9/28/2021~~ 10/26/2021
FOR PAY PERIOD ~~20-2021 (9/20/2021)~~ 22-2021 (10/18/2021)

WHEREAS, Section 18-4 of the Code of Ordinances of Kings County authorizes that, except as otherwise provided by state law, the compensation of officers and employees shall be established by resolution of the Board of Supervisors;

NOW, THEREFORE, BE IT RESOLVED that this resolution shall be known as "THE SALARY RESOLUTION" and hereby establishes a basic salary plan for payment of all Kings County officers and employees, elective and appointive; that said salary plan provides for a bi-weekly pay period; that the basic pay plan and compensation provisions are applied herein to the several classes or positions as shown in the following sections:

BASIC SALARY SCHEDULE

SECTION I

The following basic monthly salary schedule of five step salary ranges shall apply to all full or part-time employment in the County Service for those positions assigned to salary range:

Salary Range Number	Step 1	Step 2	Step 3	Step 4	Step 5	Salary Range Number	Approximate Monthly Equivalent
125.0	12.02	12.63	13.28	13.96	14.67	125.0	2083-2543
125.5	12.08	12.69	13.35	14.03	14.74	125.5	2094-2555
126.0	12.14	12.76	13.41	14.10	14.82	126.0	2104-2569
126.5	12.20	12.82	13.48	14.17	14.89	126.5	2115-2581
127.0	12.26	12.89	13.54	14.24	14.97	127.0	2125-2595
127.5	12.32	12.95	13.61	14.31	15.04	127.5	2135-2607
128.0	12.38	13.02	13.68	14.38	15.12	128.0	2146-2621
128.5	12.44	13.09	13.75	14.45	15.20	128.5	2156-2635
129.0	12.50	13.15	13.82	14.52	15.27	129.0	2167-2647
129.5	12.56	13.22	13.89	14.59	15.35	129.5	2177-2661
130.0	12.63	13.28	13.96	14.67	15.42	130.0	2189-2673
130.5	12.69	13.35	14.03	14.74	15.50	130.5	2200-2687
131.0	12.76	13.41	14.10	14.82	15.57	131.0	2212-2699
131.5	12.82	13.48	14.17	14.89	15.65	131.5	2222-2713
132.0	12.89	13.54	14.24	14.97	15.73	132.0	2234-2727
132.5	12.95	13.61	14.31	15.04	15.81	132.5	2245-2740
133.0	13.02	13.68	14.38	15.12	15.89	133.0	2257-2754
133.5	13.09	13.75	14.45	15.20	15.97	133.5	2269-2768
134.0	13.15	13.82	14.52	15.27	16.05	134.0	2279-2782
134.5	13.22	13.89	14.59	15.35	16.13	134.5	2291-2796
135.0	13.28	13.96	14.67	15.42	16.21	135.0	2302-2810
135.5	13.35	14.03	14.74	15.50	16.29	135.5	2314-2824
136.0	13.41	14.10	14.82	15.57	16.37	136.0	2324-2837
136.5	13.48	14.17	14.89	15.65	16.45	136.5	2337-2851
137.0	13.54	14.24	14.97	15.73	16.53	137.0	2347-2865
137.5	13.61	14.31	15.04	15.81	16.61	137.5	2359-2879
138.0	13.68	14.38	15.12	15.89	16.70	138.0	2371-2895
138.5	13.75	14.45	15.20	15.97	16.78	138.5	2383-2909
139.0	13.82	14.52	15.27	16.05	16.87	139.0	2395-2924
139.5	13.89	14.59	15.35	16.13	16.95	139.5	2408-2938
140.0	13.96	14.67	15.42	16.21	17.04	140.0	2420-2954
140.5	14.03	14.74	15.50	16.29	17.13	140.5	2432-2969
141.0	14.10	14.82	15.57	16.37	17.21	141.0	2444-2983
141.5	14.17	14.89	15.65	16.45	17.30	141.5	2456-2999
142.0	14.24	14.97	15.73	16.53	17.38	142.0	2468-3013
142.5	14.31	15.04	15.81	16.61	17.47	142.5	2480-3028
143.0	14.38	15.12	15.89	16.70	17.55	143.0	2493-3042
143.5	14.45	15.20	15.97	16.78	17.64	143.5	2505-3058
144.0	14.52	15.27	16.05	16.87	17.73	144.0	2517-3073
144.5	14.59	15.35	16.13	16.95	17.82	144.5	2529-3089

Salary Range Number	Step 1	Step 2	Step 3	Step 4	Step 5	Salary Range Number	Approximate Monthly Equivalent
145.0	14.67	15.42	16.21	17.04	17.91	145.0	2543-3104
145.5	14.74	15.50	16.29	17.13	18.00	145.5	2555-3120
146.0	14.82	15.57	16.37	17.21	18.09	146.0	2569-3136
146.5	14.89	15.65	16.45	17.30	18.18	146.5	2581-3151
147.0	14.97	15.73	16.53	17.38	18.27	147.0	2595-3167
147.5	15.04	15.81	16.61	17.47	18.36	147.5	2607-3182
148.0	15.12	15.89	16.70	17.55	18.45	148.0	2621-3198
148.5	15.20	15.97	16.78	17.64	18.54	148.5	2635-3214
149.0	15.27	16.05	16.87	17.73	18.63	149.0	2647-3229
149.5	15.35	16.13	16.95	17.82	18.72	149.5	2661-3245
150.0	15.42	16.21	17.04	17.91	18.82	150.0	2673-3262
150.5	15.50	16.29	17.13	18.00	18.91	150.5	2687-3278
151.0	15.57	16.37	17.21	18.09	19.01	151.0	2699-3295
151.5	15.65	16.45	17.30	18.18	19.11	151.5	2713-3312
152.0	15.73	16.53	17.38	18.27	19.20	152.0	2727-3328
152.5	15.81	16.61	17.47	18.36	19.30	152.5	2740-3345
153.0	15.89	16.70	17.55	18.45	19.39	153.0	2754-3361
153.5	15.97	16.78	17.64	18.54	19.49	153.5	2768-3378
154.0	16.05	16.87	17.73	18.63	19.58	154.0	2782-3394
154.5	16.13	16.95	17.82	18.72	19.68	154.5	2796-3411
155.0	16.21	17.04	17.91	18.82	19.78	155.0	2810-3429
155.5	16.29	17.13	18.00	18.91	19.88	155.5	2824-3446
156.0	16.37	17.21	18.09	19.01	19.98	156.0	2837-3463
156.5	16.45	17.30	18.18	19.11	20.08	156.5	2851-3481
157.0	16.53	17.38	18.27	19.20	20.18	157.0	2865-3498
157.5	16.61	17.47	18.36	19.30	20.28	157.5	2879-3515
158.0	16.70	17.55	18.45	19.39	20.38	158.0	2895-3533
158.5	16.78	17.64	18.54	19.49	20.48	158.5	2909-3550
159.0	16.87	17.73	18.63	19.58	20.58	159.0	2924-3567
159.5	16.95	17.82	18.72	19.68	20.68	159.5	2938-3585
160.0	17.04	17.91	18.82	19.78	20.79	160.0	2954-3604
160.5	17.13	18.00	18.91	19.88	20.89	160.5	2969-3621
161.0	17.21	18.09	19.01	19.98	21.00	161.0	2983-3640
161.5	17.30	18.18	19.11	20.08	21.11	161.5	2999-3659
162.0	17.38	18.27	19.20	20.18	21.21	162.0	3013-3676
162.5	17.47	18.36	19.30	20.28	21.32	162.5	3028-3695
163.0	17.55	18.45	19.39	20.38	21.42	163.0	3042-3713
163.5	17.64	18.54	19.49	20.48	21.53	163.5	3058-3732
164.0	17.73	18.63	19.58	20.58	21.63	164.0	3073-3749
164.5	17.82	18.72	19.68	20.68	21.74	164.5	3089-3768
165.0	17.91	18.82	19.78	20.79	21.85	165.0	3104-3787
165.5	18.00	18.91	19.88	20.89	21.96	165.5	3120-3806

Salary Range Number	Step 1	Step 2	Step 3	Step 4	Step 5	Salary Range Number	Approximate Monthly Equivalent
166.0	18.09	19.01	19.98	21.00	22.07	166.0	3136-3825
166.5	18.18	19.11	20.08	21.11	22.18	166.5	3151-3845
167.0	18.27	19.20	20.18	21.21	22.29	167.0	3167-3864
167.5	18.36	19.30	20.28	21.32	22.40	167.5	3182-3883
168.0	18.45	19.39	20.38	21.42	22.51	168.0	3198-3902
168.5	18.54	19.49	20.48	21.53	22.62	168.5	3214-3921
169.0	18.63	19.58	20.58	21.63	22.74	169.0	3229-3942
169.5	18.72	19.68	20.68	21.74	22.85	169.5	3245-3961
170.0	18.82	19.78	20.79	21.85	22.97	170.0	3262-3981
170.5	18.91	19.88	20.89	21.96	23.08	170.5	3278-4001
171.0	19.01	19.98	21.00	22.07	23.20	171.0	3295-4021
171.5	19.11	20.08	21.11	22.18	23.32	171.5	3312-4042
172.0	19.20	20.18	21.21	22.29	23.43	172.0	3328-4061
172.5	19.30	20.28	21.32	22.40	23.55	172.5	3345-4082
173.0	19.39	20.38	21.42	22.51	23.66	173.0	3361-4101
173.5	19.49	20.48	21.53	22.62	23.78	173.5	3378-4122
174.0	19.58	20.58	21.63	22.74	23.90	174.0	3394-4143
174.5	19.68	20.68	21.74	22.85	24.02	174.5	3411-4163
175.0	19.78	20.79	21.85	22.97	24.14	175.0	3429-4184
175.5	19.88	20.89	21.96	23.08	24.26	175.5	3446-4205
176.0	19.98	21.00	22.07	23.20	24.38	176.0	3463-4226
176.5	20.08	21.11	22.18	23.32	24.50	176.5	3481-4247
177.0	20.18	21.21	22.29	23.43	24.62	177.0	3498-4267
177.5	20.28	21.32	22.40	23.55	24.74	177.5	3515-4288
178.0	20.38	21.42	22.51	23.66	24.87	178.0	3533-4311
178.5	20.48	21.53	22.62	23.78	24.99	178.5	3550-4332
179.0	20.58	21.63	22.74	23.90	25.12	179.0	3567-4354
179.5	20.68	21.74	22.85	24.02	25.25	179.5	3585-4377
180.0	20.79	21.85	22.97	24.14	25.37	180.0	3604-4397
180.5	20.89	21.96	23.08	24.26	25.50	180.5	3621-4420
181.0	21.00	22.07	23.20	24.38	25.62	181.0	3640-4441
181.5	21.11	22.18	23.32	24.50	25.75	181.5	3659-4463
182.0	21.21	22.29	23.43	24.62	25.88	182.0	3676-4486
182.5	21.32	22.40	23.55	24.74	26.01	182.5	3695-4508
183.0	21.42	22.51	23.66	24.87	26.14	183.0	3713-4531
183.5	21.53	22.62	23.78	24.99	26.27	183.5	3732-4553
184.0	21.63	22.74	23.90	25.12	26.40	184.0	3749-4576
184.5	21.74	22.85	24.02	25.25	26.53	184.5	3768-4599
185.0	21.85	22.97	24.14	25.37	26.66	185.0	3787-4621
185.5	21.96	23.08	24.26	25.50	26.79	185.5	3806-4644
186.0	22.07	23.20	24.38	25.62	26.93	186.0	3825-4668
186.5	22.18	23.32	24.50	25.75	27.06	186.5	3845-4690

Salary Range Number	Step 1	Step 2	Step 3	Step 4	Step 5	Salary Range Number	Approximate Monthly Equivalent
187.0	22.29	23.43	24.62	25.88	27.20	187.0	3864-4715
187.5	22.40	23.55	24.74	26.01	27.34	187.5	3883-4739
188.0	22.51	23.66	24.87	26.14	27.47	188.0	3902-4761
188.5	22.62	23.78	24.99	26.27	27.61	188.5	3921-4786
189.0	22.74	23.90	25.12	26.40	27.74	189.0	3942-4808
189.5	22.85	24.02	25.25	26.53	27.88	189.5	3961-4833
190.0	22.97	24.14	25.37	26.66	28.02	190.0	3981-4857
190.5	23.08	24.26	25.50	26.79	28.16	190.5	4001-4881
191.0	23.20	24.38	25.62	26.93	28.30	191.0	4021-4905
191.5	23.32	24.50	25.75	27.06	28.44	191.5	4042-4930
192.0	23.43	24.62	25.88	27.20	28.58	192.0	4061-4954
192.5	23.55	24.74	26.01	27.34	28.72	192.5	4082-4978
193.0	23.66	24.87	26.14	27.47	28.87	193.0	4101-5004
193.5	23.78	24.99	26.27	27.61	29.01	193.5	4122-5028
194.0	23.90	25.12	26.40	27.74	29.16	194.0	4143-5054
194.5	24.02	25.25	26.53	27.88	29.31	194.5	4163-5080
195.0	24.14	25.37	26.66	28.02	29.45	195.0	4184-5105
195.5	24.26	25.50	26.79	28.16	29.60	195.5	4205-5131
196.0	24.38	25.62	26.93	28.30	29.74	196.0	4226-5155
196.5	24.50	25.75	27.06	28.44	29.89	196.5	4247-5181
197.0	24.62	25.88	27.20	28.58	30.04	197.0	4267-5207
197.5	24.74	26.01	27.34	28.72	30.19	197.5	4288-5233
198.0	24.87	26.14	27.47	28.87	30.34	198.0	4311-5259
198.5	24.99	26.27	27.61	29.01	30.49	198.5	4332-5285
199.0	25.12	26.40	27.74	29.16	30.64	199.0	4354-5311
199.5	25.25	26.53	27.88	29.31	30.79	199.5	4377-5337
200.0	25.37	26.66	28.02	29.45	30.95	200.0	4397-5365
200.5	25.50	26.79	28.16	29.60	31.10	200.5	4420-5391
201.0	25.62	26.93	28.30	29.74	31.26	201.0	4441-5418
201.5	25.75	27.06	28.44	29.89	31.42	201.5	4463-5446
202.0	25.88	27.20	28.58	30.04	31.57	202.0	4486-5472
202.5	26.01	27.34	28.72	30.19	31.73	202.5	4508-5500
203.0	26.14	27.47	28.87	30.34	31.89	203.0	4531-5528
203.5	26.27	27.61	29.01	30.49	32.05	203.5	4553-5555
204.0	26.40	27.74	29.16	30.64	32.21	204.0	4576-5583
204.5	26.53	27.88	29.31	30.79	32.37	204.5	4599-5611
205.0	26.66	28.02	29.45	30.95	32.53	205.0	4621-5639
205.5	26.79	28.16	29.60	31.10	32.69	205.5	4644-5666
206.0	26.93	28.30	29.74	31.26	32.86	206.0	4668-5696
206.5	27.06	28.44	29.89	31.42	33.02	206.5	4690-5723
207.0	27.20	28.58	30.04	31.57	33.19	207.0	4715-5753
207.5	27.34	28.72	30.19	31.73	33.36	207.5	4739-5782

Salary Range Number	Step 1	Step 2	Step 3	Step 4	Step 5	Salary Range Number	Approximate Monthly Equivalent
208.0	27.47	28.87	30.34	31.89	33.52	208.0	4761-5810
208.5	27.61	29.01	30.49	32.05	33.69	208.5	4786-5840
209.0	27.74	29.16	30.64	32.21	33.86	209.0	4808-5869
209.5	27.88	29.31	30.79	32.37	34.03	209.5	4833-5899
210.0	28.02	29.45	30.95	32.53	34.20	210.0	4857-5928
210.5	28.16	29.60	31.10	32.69	34.37	210.5	4881-5957
211.0	28.30	29.74	31.26	32.86	34.54	211.0	4905-5987
211.5	28.44	29.89	31.42	33.02	34.71	211.5	4930-6016
212.0	28.58	30.04	31.57	33.19	34.89	212.0	4954-6048
212.5	28.72	30.19	31.73	33.36	35.06	212.5	4978-6077
213.0	28.87	30.34	31.89	33.52	35.24	213.0	5004-6108
213.5	29.01	30.49	32.05	33.69	35.42	213.5	5028-6139
214.0	29.16	30.64	32.21	33.86	35.59	214.0	5054-6169
214.5	29.31	30.79	32.37	34.03	35.77	214.5	5080-6200
215.0	29.45	30.95	32.53	34.20	35.95	215.0	5105-6231
215.5	29.60	31.10	32.69	34.37	36.13	215.5	5131-6263
216.0	29.74	31.26	32.86	34.54	36.31	216.0	5155-6294
216.5	29.89	31.42	33.02	34.71	36.49	216.5	5181-6325
217.0	30.04	31.57	33.19	34.89	36.67	217.0	5207-6356
217.5	30.19	31.73	33.36	35.06	36.85	217.5	5233-6387
218.0	30.34	31.89	33.52	35.24	37.04	218.0	5259-6420
218.5	30.49	32.05	33.69	35.42	37.23	218.5	5285-6453
219.0	30.64	32.21	33.86	35.59	37.41	219.0	5311-6484
219.5	30.79	32.37	34.03	35.77	37.60	219.5	5337-6517
220.0	30.95	32.53	34.20	35.95	37.78	220.0	5365-6549
220.5	31.10	32.69	34.37	36.13	37.97	220.5	5391-6581
221.0	31.26	32.86	34.54	36.31	38.16	221.0	5418-6614
221.5	31.42	33.02	34.71	36.49	38.35	221.5	5446-6647
222.0	31.57	33.19	34.89	36.67	38.54	222.0	5472-6680
222.5	31.73	33.36	35.06	36.85	38.73	222.5	5500-6713
223.0	31.89	33.52	35.24	37.04	38.93	223.0	5528-6748
223.5	32.05	33.69	35.42	37.23	39.12	223.5	5555-6781
224.0	32.21	33.86	35.59	37.41	39.32	224.0	5583-6815
224.5	32.37	34.03	35.77	37.60	39.52	224.5	5611-6850
225.0	32.53	34.20	35.95	37.78	39.71	225.0	5639-6883
225.5	32.69	34.37	36.13	37.97	39.91	225.5	5666-6918
226.0	32.86	34.54	36.31	38.16	40.11	226.0	5696-6952
226.5	33.02	34.71	36.49	38.35	40.31	226.5	5723-6987
227.0	33.19	34.89	36.67	38.54	40.51	227.0	5753-7022
227.5	33.36	35.06	36.85	38.73	40.71	227.5	5782-7056
228.0	33.52	35.24	37.04	38.93	40.92	228.0	5810-7093
228.5	33.69	35.42	37.23	39.12	41.12	228.5	5840-7127

Salary Range Number	Step 1	Step 2	Step 3	Step 4	Step 5	Salary Range Number	Approximate Monthly Equivalent
229.0	33.86	35.59	37.41	39.32	41.33	229.0	5869-7164
229.5	34.03	35.77	37.60	39.52	41.54	229.5	5899-7200
230.0	34.20	35.95	37.78	39.71	41.74	230.0	5928-7235
230.5	34.37	36.13	37.97	39.91	41.95	230.5	5957-7271
231.0	34.54	36.31	38.16	40.11	42.16	231.0	5987-7308
231.5	34.71	36.49	38.35	40.31	42.37	231.5	6016-7344
232.0	34.89	36.67	38.54	40.51	42.58	232.0	6048-7381
232.5	35.06	36.85	38.73	40.71	42.79	232.5	6077-7417
233.0	35.24	37.04	38.93	40.92	43.01	233.0	6108-7455
233.5	35.42	37.23	39.12	41.12	43.23	233.5	6139-7493
234.0	35.59	37.41	39.32	41.33	43.44	234.0	6169-7530
234.5	35.77	37.60	39.52	41.54	43.66	234.5	6200-7568
235.0	35.95	37.78	39.71	41.74	43.87	235.0	6231-7604
235.5	36.13	37.97	39.91	41.95	44.09	235.5	6263-7642
236.0	36.31	38.16	40.11	42.16	44.31	236.0	6294-7680
236.5	36.49	38.35	40.31	42.37	44.53	236.5	6325-7719
237.0	36.67	38.54	40.51	42.58	44.75	237.0	6356-7757
237.5	36.85	38.73	40.71	42.79	44.97	237.5	6387-7795
238.0	37.04	38.93	40.92	43.01	45.20	238.0	6420-7835
238.5	37.23	39.12	41.12	43.23	45.43	238.5	6453-7875
239.0	37.41	39.32	41.33	43.44	45.65	239.0	6484-7913
239.5	37.60	39.52	41.54	43.66	45.88	239.5	6517-7953
240.0	37.78	39.71	41.74	43.87	46.11	240.0	6549-7992
240.5	37.97	39.91	41.95	44.09	46.34	240.5	6581-8032
241.0	38.16	40.11	42.16	44.31	46.57	241.0	6614-8072
241.5	38.35	40.31	42.37	44.53	46.80	241.5	6647-8112
242.0	38.54	40.51	42.58	44.75	47.04	242.0	6680-8154
242.5	38.73	40.71	42.79	44.97	47.28	242.5	6713-8195
243.0	38.93	40.92	43.01	45.20	47.51	243.0	6748-8235
243.5	39.12	41.12	43.23	45.43	47.75	243.5	6781-8277
244.0	39.32	41.33	43.44	45.65	47.99	244.0	6815-8318
244.5	39.52	41.54	43.66	45.88	48.23	244.5	6850-8360
245.0	39.71	41.74	43.87	46.11	48.47	245.0	6883-8401
245.5	39.91	41.95	44.09	46.34	48.71	245.5	6918-8443
246.0	40.11	42.16	44.31	46.57	48.95	246.0	6952-8485
246.5	40.31	42.37	44.53	46.80	49.19	246.5	6987-8526
247.0	40.51	42.58	44.75	47.04	49.44	247.0	7022-8570
247.5	40.71	42.79	44.97	47.28	49.69	247.5	7056-8613
248.0	40.92	43.01	45.20	47.51	49.93	248.0	7093-8655
248.5	41.12	43.23	45.43	47.75	50.18	248.5	7127-8698
249.0	41.33	43.44	45.65	47.99	50.43	249.0	7164-8741
249.5	41.54	43.66	45.88	48.23	50.68	249.5	7200-8785

Salary Range Number	Step 1	Step 2	Step 3	Step 4	Step 5	Salary Range Number	Approximate Monthly Equivalent
250.0	41.74	43.87	46.11	48.47	50.93	250.0	7235-8828
250.5	41.95	44.09	46.34	48.71	51.18	250.5	7271-8871
251.0	42.16	44.31	46.57	48.95	51.44	251.0	7308-8916
251.5	42.37	44.53	46.80	49.19	51.70	251.5	7344-8961
252.0	42.58	44.75	47.04	49.44	51.95	252.0	7381-9005
252.5	42.79	44.97	47.28	49.69	52.21	252.5	7417-9050
253.0	43.01	45.20	47.51	49.93	52.47	253.0	7455-9095
253.5	43.23	45.43	47.75	50.18	52.73	253.5	7493-9140
254.0	43.44	45.65	47.99	50.43	52.99	254.0	7530-9185
254.5	43.66	45.88	48.23	50.68	53.25	254.5	7568-9230
255.0	43.87	46.11	48.47	50.93	53.52	255.0	7604-9277
255.5	44.09	46.34	48.71	51.18	53.79	255.5	7642-9324
256.0	44.31	46.57	48.95	51.44	54.06	256.0	7680-9370
256.5	44.53	46.80	49.19	51.70	54.33	256.5	7719-9417
257.0	44.75	47.04	49.44	51.95	54.60	257.0	7757-9464
257.5	44.97	47.28	49.69	52.21	54.87	257.5	7795-9511
258.0	45.20	47.51	49.93	52.47	55.15	258.0	7835-9559
258.5	45.43	47.75	50.18	52.73	55.43	258.5	7875-9608
259.0	45.65	47.99	50.43	52.99	55.70	259.0	7913-9655
259.5	45.88	48.23	50.68	53.25	55.98	259.5	7953-9703
260.0	46.11	48.47	50.93	53.52	56.26	260.0	7992-9752
260.5	46.34	48.71	51.18	53.79	56.54	260.5	8032-9800
261.0	46.57	48.95	51.44	54.06	56.82	261.0	8072-9849
261.5	46.80	49.19	51.70	54.33	57.10	261.5	8112-9897
262.0	47.04	49.44	51.95	54.60	57.39	262.0	8154-9948
262.5	47.28	49.69	52.21	54.87	57.68	262.5	8195-9998
263.0	47.51	49.93	52.47	55.15	57.96	263.0	8235-10046
263.5	47.75	50.18	52.73	55.43	58.25	263.5	8277-10097
264.0	47.99	50.43	52.99	55.70	58.54	264.0	8318-10147
264.5	48.23	50.68	53.25	55.98	58.83	264.5	8360-10197
265.0	48.47	50.93	53.52	56.26	59.13	265.0	8401-10249
265.5	48.71	51.18	53.79	56.54	59.43	265.5	8443-10301
266.0	48.95	51.44	54.06	56.82	59.72	266.0	8485-10351
266.5	49.19	51.70	54.33	57.10	60.02	266.5	8526-10403
267.0	49.44	51.95	54.60	57.39	60.32	267.0	8570-10455
267.5	49.69	52.21	54.87	57.68	60.62	267.5	8613-10507
268.0	49.93	52.47	55.15	57.96	60.92	268.0	8655-10559
268.5	50.18	52.73	55.43	58.25	61.22	268.5	8698-10611
269.0	50.43	52.99	55.70	58.54	61.53	269.0	8741-10665
269.5	50.68	53.25	55.98	58.83	61.84	269.5	8785-10719
270.0	50.93	53.52	56.26	59.13	62.15	270.0	8828-10773
270.5	51.18	53.79	56.54	59.43	62.46	270.5	8871-10826

Salary Range Number	Step 1	Step 2	Step 3	Step 4	Step 5	Salary Range Number	Approximate Monthly Equivalent
271.0	51.44	54.06	56.82	59.72	62.77	271.0	8916-10880
271.5	51.70	54.33	57.10	60.02	63.08	271.5	8961-10934
272.0	51.95	54.60	57.39	60.32	63.40	272.0	9005-10989
272.5	52.21	54.87	57.68	60.62	63.72	272.5	9050-11045
273.0	52.47	55.15	57.96	60.92	64.03	273.0	9095-11099
273.5	52.73	55.43	58.25	61.22	64.35	273.5	9140-11154
274.0	52.99	55.70	58.54	61.53	64.67	274.0	9185-11209
274.5	53.25	55.98	58.83	61.84	64.99	274.5	9230-11265
275.0	53.52	56.26	59.13	62.15	65.32	275.0	9277-11322
275.5	53.79	56.54	59.43	62.46	65.65	275.5	9324-11379
276.0	54.06	56.82	59.72	62.77	65.97	276.0	9370-11435
276.5	54.33	57.10	60.02	63.08	66.30	276.5	9417-11492
277.0	54.60	57.39	60.32	63.40	66.63	277.0	9464-11549
277.5	54.87	57.68	60.62	63.72	66.96	277.5	9511-11606
278.0	55.15	57.96	60.92	64.03	67.30	278.0	9559-11665
278.5	55.43	58.25	61.22	64.35	67.64	278.5	9608-11724
279.0	55.70	58.54	61.53	64.67	67.97	279.0	9655-11781
279.5	55.98	58.83	61.84	64.99	68.31	279.5	9703-11840
280.0	56.26	59.13	62.15	65.32	68.65	280.0	9752-11899
280.5	56.54	59.43	62.46	65.65	68.99	280.5	9800-11958
281.0	56.82	59.72	62.77	65.97	69.34	281.0	9849-12019
281.5	57.10	60.02	63.08	66.30	69.69	281.5	9897-12080
282.0	57.39	60.32	63.40	66.63	70.03	282.0	9948-12139
282.5	57.68	60.62	63.72	66.96	70.38	282.5	9998-12199
283.0	57.96	60.92	64.03	67.30	70.73	283.0	10046-12260
283.5	58.25	61.22	64.35	67.64	71.08	283.5	10097-12321
284.0	58.54	61.53	64.67	67.97	71.44	284.0	10147-12383
284.5	58.83	61.84	64.99	68.31	71.80	284.5	10197-12445
285.0	59.13	62.15	65.32	68.65	72.15	285.0	10249-12506
285.5	59.43	62.46	65.65	68.99	72.51	285.5	10301-12568
286.0	59.72	62.77	65.97	69.34	72.87	286.0	10351-12631
286.5	60.02	63.08	66.30	69.69	73.23	286.5	10403-12693
287.0	60.32	63.40	66.63	70.03	73.60	287.0	10455-12757
287.5	60.62	63.72	66.96	70.38	73.97	287.5	10507-12821
288.0	60.92	64.03	67.30	70.73	74.34	288.0	10559-12886
288.5	61.22	64.35	67.64	71.08	74.71	288.5	10611-12950
289.0	61.53	64.67	67.97	71.44	75.08	289.0	10665-13014
289.5	61.84	64.99	68.31	71.80	75.46	289.5	10719-13080
290.0	62.15	65.32	68.65	72.15	75.83	290.0	10773-13144
290.5	62.46	65.65	68.99	72.51	76.21	290.5	10826-13210
291.0	62.77	65.97	69.34	72.87	76.59	291.0	10880-13276
291.5	63.08	66.30	69.69	73.23	76.97	291.5	10934-13341

Salary Range Number	Step 1	Step 2	Step 3	Step 4	Step 5	Salary Range Number	Approximate Monthly Equivalent
292.0	63.40	66.63	70.03	73.60	77.36	292.0	10989-13409
292.5	63.72	66.96	70.38	73.97	77.75	292.5	11045-13477
293.0	64.03	67.30	70.73	74.34	78.13	293.0	11099-13543
293.5	64.35	67.64	71.08	74.71	78.52	293.5	11154-13610
294.0	64.67	67.97	71.44	75.08	78.91	294.0	11209-13678
294.5	64.99	68.31	71.80	75.46	79.30	294.5	11265-13745
295.0	65.32	68.65	72.15	75.83	79.70	295.0	11322-13815
295.5	65.65	68.99	72.51	76.21	80.10	295.5	11379-13884
296.0	65.97	69.34	72.87	76.59	80.50	296.0	11435-13953
296.5	66.30	69.69	73.23	76.97	80.90	296.5	11492-14023
297.0	66.63	70.03	73.60	77.36	81.31	297.0	11549-14094
297.5	66.96	70.38	73.97	77.75	81.72	297.5	11606-14165
298.0	67.30	70.73	74.34	78.13	82.12	298.0	11665-14234
298.5	67.64	71.08	74.71	78.52	82.53	298.5	11724-14305
299.0	67.97	71.44	75.08	78.91	82.94	299.0	11781-14376
299.5	68.31	71.80	75.46	79.30	83.35	299.5	11840-14447
300.0	68.65	72.15	75.83	79.70	83.77	300.0	11899-14520
300.5	68.99	72.51	76.21	80.10	84.19	300.5	11958-14593
301.0	69.34	72.87	76.59	80.50	84.61	301.0	12019-14666
301.5	69.69	73.23	76.97	80.90	85.03	301.5	12080-14739
302.0	70.03	73.60	77.36	81.31	85.46	302.0	12139-14813
302.5	70.38	73.97	77.75	81.72	85.89	302.5	12199-14888
303.0	70.73	74.34	78.13	82.12	86.31	303.0	12260-14960
303.5	71.08	74.71	78.52	82.53	86.74	303.5	12321-15035
304.0	71.44	75.08	78.91	82.94	87.17	304.0	12383-15109
304.5	71.80	75.46	79.30	83.35	87.61	304.5	12445-15186
305.0	72.15	75.83	79.70	83.77	88.04	305.0	12506-15260
305.5	72.51	76.21	80.10	84.19	88.48	305.5	12568-15337
306.0	72.87	76.59	80.50	84.61	88.92	306.0	12631-15413
306.5	73.23	76.97	80.90	85.03	89.36	306.5	12693-15489
307.0	73.60	77.36	81.31	85.46	89.81	307.0	12757-15567
307.5	73.97	77.75	81.72	85.89	90.26	307.5	12821-15645
308.0	74.34	78.13	82.12	86.31	90.71	308.0	12886-15723
308.5	74.71	78.52	82.53	86.74	91.16	308.5	12950-15801
309.0	75.08	78.91	82.94	87.17	91.62	309.0	13014-15881
309.5	75.46	79.30	83.35	87.61	92.08	309.5	13080-15961
310.0	75.83	79.70	83.77	88.04	92.54	310.0	13144-16040
310.5	76.21	80.10	84.19	88.48	93.00	310.5	13210-16120
311.0	76.59	80.50	84.61	88.92	93.47	311.0	13276-16201

SECTION II - General Employees**CLASSES ASSIGNED TO SALARY RANGE NUMBERS**

The following classes are hereby assigned to the salary ranges in the basic salary schedule which are designated opposite the class titles as shown below.

Code	Class Title	Effective Salary Range Number	9/6/2021 Approx. Monthly Salary	Effective Salary Range Number	7/11/2022 Approx. Monthly Salary	Effective Salary Range Number	7/10/2023 Approx. Monthly Salary	Effective Salary Range Number	7/6/2024 Approx. Monthly Salary
C06	Account Clerk I**	147.5	2607-3182	147.5	2607-3182	148.5	2635-3214	149.5	2661-3245
C05	Account Clerk II**	157.5	2879-3515	157.5	2879-3515	158.5	2909-3550	159.5	2938-3585
C04	Account Clerk III**	167.5	3182-3883	167.5	3182-3883	168.5	3214-3921	169.5	3245-3961
B13	Accountant I	206.0	4668-5696	209.0	4808-5869	210.0	4857-5928	211.0	4905-5987
B02	Accountant II	216.0	5155-6294	219.0	5311-6484	220.0	5365-6549	221.0	5418-6614
C85	Accounting Assistant	166.0	3136-3825	169.0	3229-3942	170.0	3262-3981	171.0	3295-4021
E57	Accounting Specialist – Treasury Ops	206.0	4668-5696	209.0	4808-5869	210.0	4857-5928	211.0	4905-5987
E03	Accounting Technician	176.0	3463-4226	179.0	3567-4354	180.0	3604-4397	181.0	3640-4441
N02	Ag & Standards Aide	162.0	3013-3676	165.0	3104-3787	166.0	3136-3825	167.0	3167-3864
N04	Ag & Standards Inspector I	184.0	3749-4576	187.0	3864-4715	188.0	3902-4761	189.0	3942-4808
N03	Ag & Standards Inspector II	199.0	4354-5311	202.0	4486-5472	203.0	4531-5528	204.0	4576-5583
N05	Ag & Standards Inspector III	214.0	5054-6169	217.0	5207-6356	218.0	5259-6420	219.0	5311-6484
N33	Ag Computer Systems Coordinator	202.0	4486-5472	205.0	4621-5639	206.0	4668-5696	207.0	4715-5753
N16	Ag Research Assistant	175.0	3429-4184	178.0	3533-4311	179.0	3567-4354	180.0	3604-4397
N14	Animal Control Officer I	155.0	2810-3429	158.0	2895-3533	159.0	2924-3567	160.0	2954-3604
N13	Animal Control Officer II	165.0	3104-3787	168.0	3198-3902	169.0	3229-3942	170.0	3262-3981
N20	Animal Control Officer III	175.0	3429-4184	178.0	3533-4311	179.0	3567-4354	180.0	3604-4397
N31	Animal Services Outreach Coordinator	174.5	3411-4163	177.5	3515-4288	178.5	3550-4332	179.5	3585-4377
N37	Animal Shelter Technician I	145.0	2543-3104	148.0	2621-3198	149.0	2647-3229	150.0	2673-3262
N36	Animal Shelter Technician II	155.0	2810-3429	158.0	2895-3533	159.0	2924-3567	160.0	2954-3604
B19	Appraiser I	183.0	3713-4531	186.0	3825-4668	187.0	3864-4715	188.0	3902-4761
B18	Appraiser II	198.0	4311-5259	201.0	4441-5418	202.0	4486-5472	203.0	4531-5528
B31	Appraiser III	212.0	4954-6048	215.0	5105-6231	216.0	5155-6294	217.0	5207-6356
E71	Assessment Specialist I	152.0	2727-3328	155.0	2810-3429	156.0	2837-3463	157.0	2865-3498
E72	Assessment Specialist II	162.0	3013-3676	165.0	3104-3787	166.0	3136-3825	167.0	3167-3864
E73	Assessment Specialist III	172.0	3328-4061	175.0	3429-4184	176.0	3463-4226	177.0	3498-4267
B17	Auditor-Appraiser I	189.0	3942-4808	192.0	4061-4954	193.0	4101-5004	194.0	4143-5054
B16	Auditor-Appraiser II	204.0	4576-5583	207.0	4715-5753	208.0	4761-5810	209.0	4808-5869
B34	Auditor-Appraiser III	219.0	5311-6484	222.0	5472-6680	223.0	5528-6748	224.0	5583-6815
P78	Behavioral Health Services Assistant I	150.5	2687-3278	153.5	2768-3378	154.5	2796-3411	155.5	2824-3446
P79	Behavioral Health Services Assistant II	160.5	2969-3621	163.5	3058-3732	164.5	3089-3768	165.5	3120-3806
E05	Building & Planning Aide I	155.5	2824-3446	158.5	2909-3550	159.5	2938-3585	160.5	2969-3621
E06	Building & Planning Aide II	174.5	3411-4163	177.5	3515-4288	178.5	3550-4332	179.5	3585-4377
N07	Building Inspector I	191.5	4042-4930	194.5	4163-5080	195.5	4205-5131	196.5	4247-5181
N17	Building Inspector II	201.5	4463-5446	204.5	4599-5611	205.5	4644-5666	206.5	4690-5723
N08	Building Inspector III	211.5	4930-6016	214.5	5080-6200	215.5	5131-6263	216.5	5181-6325
N09	Building Inspector IV	221.5	5446-6647	224.5	5611-6850	225.5	5666-6918	226.5	5723-6987
B90	Business Applications Specialist	218.0	5259-6420	221.0	5418-6614	222.0	5472-6680	223.0	5528-6748
E22	Cadastral G.I.S. Technician I	178.0	3533-4311	181.0	3640-4441	182.0	3676-4486	183.0	3713-4531
E28	Cadastral G.I.S. Technician II	188.0	3902-4761	191.0	4021-4905	192.0	4061-4954	193.0	4101-5004
E29	Cadastral G.I.S. Technician III	203.0	4531-5528	206.0	4668-5696	207.0	4715-5753	208.0	4761-5810
P94	Case Review Officer	225.0	5639-6883	228.0	5810-7093	229.0	5869-7164	230.0	5928-7235
C30	Central Services Operator I	146.5	2581-3151	149.5	2661-3245	150.5	2687-3278	151.5	2713-3312
C31	Central Services Operator II	156.5	2851-3481	159.5	2938-3585	160.5	2969-3621	161.5	2999-3659
H47	CHI Case Manager	166.5	3151-3845	169.5	3245-3961	170.5	3278-4001	171.5	3312-4042
I07	Child Health Counselor	161.0	2983-3640	164.0	3073-3749	165.0	3104-3787	166.0	3136-3825
P47	Child Support Assistant *	154.5	2796-3411	157.5	2879-3515	158.5	2909-3550	159.5	2938-3585
P45	Child Support Specialist I	159.5	2938-3585	162.5	3028-3695	163.5	3058-3732	164.5	3089-3768
P27	Child Support Specialist II	169.5	3245-3961	172.5	3345-4082	173.5	3378-4122	174.5	3411-4163
P26	Child Support Specialist III	179.5	3585-4377	182.5	3695-4508	183.5	3732-4553	184.5	3768-4599
C48	Children’s Medical Services Worker	161.0	2983-3640	164.0	3073-3749	165.0	3104-3787	166.0	3136-3825
C72	Clerk-Recorder Specialist I	149.5	2661-3245	152.5	2740-3345	153.5	2768-3378	154.5	2796-3411
C71	Clerk-Recorder Specialist II	159.5	2938-3585	162.5	3028-3695	163.5	3058-3732	164.5	3089-3768
C70	Clerk-Recorder Specialist III	169.5	3245-3961	172.5	3345-4082	173.5	3378-4122	174.5	3411-4163
H25	Clinical Laboratory Technologist	200.5	4420-5391	203.5	4553-5555	204.5	4599-5611	205.5	4644-5666
E45	Code Compliance Specialist I	191.5	4042-4930	194.5	4163-5080	195.5	4205-5131	196.5	4247-5181
E44	Code Compliance Specialist II	201.5	4463-5446	204.5	4599-5611	205.5	4644-5666	206.5	4690-5723
E41	Code Compliance Specialist III	211.5	4930-6016	214.5	5080-6200	215.5	5131-6263	216.5	5181-6325
C65	Collections Assistant	166.0	3136-3825	169.0	3229-3942	170.0	3262-3981	171.0	3295-4021
C61	Collector-Tax	176.0	3463-4226	179.0	3567-4354	180.0	3604-4397	181.0	3640-4441
I01	Community Health Aide I**	147.5	2607-3182	147.5	2607-3182	148.5	2635-3214	149.5	2661-3245
I02	Community Health Aide II**	157.5	2879-3515	157.5	2879-3515	158.5	2909-3550	159.5	2938-3585
I04	Community Health Aide III**	167.5	3182-3883	167.5	3182-3883	168.5	3214-3921	169.5	3245-3961
E67	Community Outreach Specialist	189.5	3961-4833	192.5	4082-4978	193.5	4122-5028	194.5	4163-5080
B80	Computer Forensics Specialist I	198.0	4311-5259	201.0	4441-5418	202.0	4486-5472	203.0	4531-5528
B79	Computer Forensics Specialist II	213.0	5004-6108	216.0	5155-6294	217.0	5207-6356	218.0	5259-6420
B60	Computer Support Technician I	189.0	3942-4808	192.0	4061-4954	193.0	4101-5004	194.0	4143-5054
B59	Computer Support Technician II	199.0	4354-5311	202.0	4486-5472	203.0	4531-5528	204.0	4576-5583

SECTION II - General Employees
CLASSES ASSIGNED TO SALARY RANGE NUMBERS

The following classes are hereby assigned to the salary ranges in the basic salary schedule which are designated opposite the class titles as shown below.

Code	Class Title	Effective Salary Range Number	9/6/2021 Approx. Monthly Salary	Effective Salary Range Number	7/11/2022 Approx. Monthly Salary	Effective Salary Range Number	7/10/2023 Approx. Monthly Salary	Effective Salary Range Number	7/6/2024 Approx. Monthly Salary
H06	County Health Nurse I	211.0	4905-5987	214.0	5054-6169	215.0	5105-6231	216.0	5155-6294
H05	County Health Nurse II	221.0	5418-6614	224.0	5583-6815	225.0	5639-6883	226.0	5696-6952
E13	County Surveyor	237.0	6356-7757	240.0	6549-7992	241.0	6614-8072	242.0	6680-8154
B94	Crime Data Analyst	218.0	5259-6420	221.0	5418-6614	222.0	5472-6680	223.0	5528-6748
B88	Database Administrator	251.5	7344-8961	254.5	7568-9230	255.5	7642-9324	256.5	7719-9417
B93	Database Analyst I	212.5	4978-6077	215.5	5131-6263	216.5	5181-6325	217.5	5233-6387
B92	Database Analyst II	227.5	5782-7056	230.5	5957-7271	231.5	6016-7344	232.5	6077-7417
B91	Database Analyst III	237.5	6387-7795	240.5	6581-8032	241.5	6647-8112	242.5	6713-8195
C83	Department Specialist I**	147.5	2607-3182	147.5	2607-3182	148.5	2635-3214	149.5	2661-3245
C82	Department Specialist II**	157.5	2879-3515	157.5	2879-3515	158.5	2909-3550	159.5	2938-3585
C81	Department Specialist III**	167.5	3182-3883	167.5	3182-3883	168.5	3214-3921	169.5	3245-3961
P40	Deputy Public Guardian	191.0	4021-4905	194.0	4143-5054	195.0	4184-5105	196.0	4226-5155
M26	Deputy Sheriff Cadet	183.0	3713-4531	186.0	3825-4668	187.0	3864-4715	188.0	3902-4761
H28	Dietitian	206.0	4668-5696	209.0	4808-5869	210.0	4857-5928	211.0	4905-5987
C26	Elections Specialist I	153.0	2754-3361	156.0	2837-3463	157.0	2865-3498	158.0	2895-3533
C25	Elections Specialist II	163.0	3042-3713	166.0	3136-3825	167.0	3167-3864	168.0	3198-3902
C24	Elections Specialist III	173.0	3361-4101	176.0	3463-4226	177.0	3498-4267	178.0	3533-4311
P16	Eligibility Worker I	159.0	2924-3567	162.0	3013-3676	163.0	3042-3713	164.0	3073-3749
P17	Eligibility Worker II	169.0	3229-3942	172.0	3328-4061	173.0	3361-4101	174.0	3394-4143
P32	Eligibility Worker III	179.0	3567-4354	182.0	3676-4486	183.0	3713-4531	184.0	3749-4576
E38	Emergency Dispatcher I	174.0	3394-4143	177.0	3498-4267	178.0	3533-4311	179.0	3567-4354
E37	Emergency Dispatcher II	184.0	3749-4576	187.0	3864-4715	188.0	3902-4761	189.0	3942-4808
C99	Emergency Services Specialist	159.0	2924-3567	162.0	3013-3676	163.0	3042-3713	164.0	3073-3749
P65	Employment & Training Technician I	170.0	3262-3981	173.0	3361-4101	174.0	3394-4143	175.0	3429-4184
P22	Employment & Training Technician II	180.0	3604-4397	183.0	3713-4531	184.0	3749-4576	185.0	3787-4621
P07	Employment & Training Worker I	170.0	3262-3981	173.0	3361-4101	174.0	3394-4143	175.0	3429-4184
P08	Employment & Training Worker II	180.0	3604-4397	183.0	3713-4531	184.0	3749-4576	185.0	3787-4621
P09	Employment & Training Worker III	190.0	3981-4857	193.0	4101-5004	194.0	4143-5054	195.0	4184-5105
E08	Engineer I (Civil)	212.5	4978-6077	215.5	5131-6263	216.5	5181-6325	217.5	5233-6387
E09	Engineer II (Civil)	227.5	5782-7056	230.5	5957-7271	231.5	6016-7344	232.5	6077-7417
E10	Engineer III (Civil)	237.5	6387-7795	240.5	6581-8032	241.5	6647-8112	242.5	6713-8195
E17	Engineering Technician I	184.5	3768-4599	187.5	3883-4739	188.5	3921-4786	189.5	3961-4833
E18	Engineering Technician II	200.0	4397-5365	203.0	4531-5528	204.0	4576-5583	205.0	4621-5639
N12	Environmental Health Officer I	191.0	4021-4905	194.0	4143-5054	195.0	4184-5105	196.0	4226-5155
N11	Environmental Health Officer II	201.0	4441-5418	204.0	4576-5583	205.0	4621-5639	206.0	4668-5696
N19	Environmental Health Officer III	211.0	4905-5987	214.0	5054-6169	215.0	5105-6231	216.0	5155-6294
N10	Environmental Health Officer IV	221.0	5418-6614	224.0	5583-6815	225.0	5639-6883	226.0	5696-6952
M24	Evidence Technician	179.0	3567-4354	182.0	3676-4486	183.0	3713-4531	184.0	3749-4576
P56	Family Resource Assistant	157.0	2865-3498	160.0	2954-3604	161.0	2983-3640	162.0	3013-3676
P57	Family Resource Coordinator	177.0	3498-4267	180.0	3604-4397	181.0	3640-4441	182.0	3676-4486
E62	Finance Specialist	189.0	3942-4808	192.0	4061-4954	193.0	4101-5004	194.0	4143-5054
M48	Fingerprint Technician I	169.0	3229-3942	172.0	3328-4061	173.0	3361-4101	174.0	3394-4143
M47	Fingerprint Technician II	179.0	3567-4354	182.0	3676-4486	183.0	3713-4531	184.0	3749-4576
K25	Fire Equipment Supply Specialist	185.0	3787-4621	188.0	3902-4761	189.0	3942-4808	190.0	3981-4857
K26	Fire Equipment Supply Trainee	165.0	3104-3787	168.0	3198-3902	169.0	3229-3942	170.0	3262-3981
E47	First 5 Resource Specialist	167.0	3167-3864	170.0	3262-3981	171.0	3295-4021	172.0	3328-4061
E31	Fiscal Specialist I	186.0	3825-4668	189.0	3942-4808	190.0	3981-4857	191.0	4021-4905
E27	Fiscal Specialist II	196.0	4226-5155	199.0	4354-5311	200.0	4397-5365	201.0	4441-5418
E26	Fiscal Specialist III	206.0	4668-5696	209.0	4808-5869	210.0	4857-5928	211.0	4905-5987
S05	Fleet Service Attendant	147.5	2607-3182	150.5	2687-3278	151.5	2713-3312	152.5	2740-3345
E64	G.I.S. Specialist I	187.0	3864-4715	190.0	3981-4857	191.0	4021-4905	192.0	4061-4954
E63	G.I.S. Specialist II	203.0	4531-5528	206.0	4668-5696	207.0	4715-5753	208.0	4761-5810
H15	Health Educator	193.0	4101-5004	196.0	4226-5155	197.0	4267-5207	198.0	4311-5259
C53	Investigative Assistant	179.0	3567-4354	182.0	3676-4486	183.0	3713-4531	184.0	3749-4576
K21	Jail Cook	160.5	2969-3621	163.5	3058-3732	164.5	3089-3768	165.5	3120-3806
C86	Juvenile Center Support Clerk*	154.0	2782-3394	157.0	2865-3498	158.0	2895-3533	159.0	2924-3567
P35	Juvenile Corrections Officer I*	179.0	3567-4354	182.0	3676-4486	183.0	3713-4531	184.0	3749-4576
P36	Juvenile Corrections Officer II*	189.0	3942-4808	192.0	4061-4954	193.0	4101-5004	194.0	4143-5054
P39	Juvenile Corrections Officer III*	199.0	4354-5311	202.0	4486-5472	203.0	4531-5528	204.0	4576-5583
N00	Kennelworker	145.0	2543-3104	148.0	2621-3198	149.0	2647-3229	150.0	2673-3262
I03	Laboratory Assistant I	144.0	2517-3073	147.0	2595-3167	148.0	2621-3198	149.0	2647-3229
I10	Laboratory Assistant II	154.0	2782-3394	157.0	2865-3498	158.0	2895-3533	159.0	2924-3567
I11	Laboratory Assistant III	164.0	3073-3749	167.0	3167-3864	168.0	3198-3902	169.0	3229-3942

SECTION II - General Employees**CLASSES ASSIGNED TO SALARY RANGE NUMBERS**

The following classes are hereby assigned to the salary ranges in the basic salary schedule which are designated opposite the class titles as shown below.

Code	Class Title	Effective Salary Range Number	9/6/2021 Approx. Monthly Salary	Effective Salary Range Number	7/11/2022 Approx. Monthly Salary	Effective Salary Range Number	7/10/2023 Approx. Monthly Salary	Effective Salary Range Number	7/6/2024 Approx. Monthly Salary
B48	Law Librarian/Small Claims Advisor	167.0	3167-3864	170.0	3262-3981	171.0	3295-4021	172.0	3328-4061
C57	Legal Clerk I	147.0	2595-3167	150.0	2673-3262	151.0	2699-3295	152.0	2727-3328
C58	Legal Clerk II	157.0	2865-3498	160.0	2954-3604	161.0	2983-3640	162.0	3013-3676
C59	Legal Clerk III	162.0	3013-3676	165.0	3104-3787	166.0	3136-3825	167.0	3167-3864
C50	Legal Secretary	167.0	3167-3864	170.0	3262-3981	171.0	3295-4021	172.0	3328-4061
B21	Librarian I	192.0	4061-4954	195.0	4184-5105	196.0	4226-5155	197.0	4267-5207
B20	Librarian II	202.0	4486-5472	205.0	4621-5639	206.0	4668-5696	207.0	4715-5753
B24	Librarian III	212.0	4954-6048	215.0	5105-6231	216.0	5155-6294	217.0	5207-6356
B36	Library Assistant I**	147.5	2607-3182	147.5	2607-3182	148.5	2635-3214	149.5	2661-3245
B37	Library Assistant II**	157.5	2879-3515	157.5	2879-3515	158.5	2909-3550	159.5	2938-3585
B38	Library Assistant III**	167.5	3182-3883	167.5	3182-3883	168.5	3214-3921	169.5	3245-3961
B65	Library Technology Specialist I	189.0	3942-4808	192.0	4061-4954	193.0	4101-5004	194.0	4143-5054
B61	Library Technology Specialist II	199.0	4354-5311	202.0	4486-5472	203.0	4531-5528	204.0	4576-5583
P79	Licensed Clinical Social Worker	230.0	5928-7235	233.0	6108-7455	234.0	6169-7530	235.0	6231-7604
P93	Licensed Mental Health Clinician	230.0	5928-7235	233.0	6108-7455	234.0	6169-7530	235.0	6231-7604
H49	Licensed Vocational Nurse I	181.0	3640-4441	184.0	3749-4576	185.0	3787-4621	186.0	3825-4668
H48	Licensed Vocational Nurse II	191.0	4021-4905	194.0	4143-5054	195.0	4184-5105	196.0	4226-5155
H36	Medical Assistant I**	147.5	2607-3182	147.5	2607-3182	148.5	2635-3214	149.5	2661-3245
H31	Medical Assistant II**	157.5	2879-3515	157.5	2879-3515	158.5	2909-3550	159.5	2938-3585
C98	Medical Billing Clerk I	156.5	2851-3481	159.5	2938-3585	160.5	2969-3621	161.5	2999-3659
C97	Medical Billing Clerk II	166.5	3151-3845	169.5	3245-3961	170.5	3278-4001	171.5	3312-4042
H22	Microbiologist	229.0	5869-7164	232.0	6048-7381	233.0	6108-7455	234.0	6169-7530
H19	Microbiologist Trainee	211.0	4905-5987	214.0	5054-6169	215.0	5105-6231	216.0	5155-6294
B53	Network Analyst I	212.5	4978-6077	215.5	5131-6263	216.5	5181-6325	217.5	5233-6387
B54	Network Analyst II	227.5	5782-7056	230.5	5957-7271	231.5	6016-7344	232.5	6077-7417
B52	Network Analyst III	237.5	6387-7795	240.5	6581-8032	241.5	6647-8112	242.5	6713-8195
H42	Nutrition Educator	186.0	3825-4668	189.0	3942-4808	190.0	3981-4857	191.0	4021-4905
H38	Occupational Therapist	237.0	6356-7757	240.0	6549-7992	241.0	6614-8072	242.0	6680-8154
C10	Office Assistant I**	147.5	2607-3182	147.5	2607-3182	148.5	2635-3214	149.5	2661-3245
C09	Office Assistant II**	157.5	2879-3515	157.5	2879-3515	158.5	2909-3550	159.5	2938-3585
C08	Office Assistant III**	167.5	3182-3883	167.5	3182-3883	168.5	3214-3921	169.5	3245-3961
B27	Office Systems Analyst I	212.5	4978-6077	215.5	5131-6263	216.5	5181-6325	217.5	5233-6387
B28	Office Systems Analyst II	227.5	5782-7056	230.5	5957-7271	231.5	6016-7344	232.5	6077-7417
B23	Office Systems Analyst III	237.5	6387-7795	240.5	6581-8032	241.5	6647-8112	242.5	6713-8195
C64	Paralegal	180.0	3604-4397	183.0	3713-4531	184.0	3749-4576	185.0	3787-4621
P73	Peer Support Specialist**	147.5	2607-3182	147.5	2607-3182	148.5	2635-3214	149.5	2661-3245
E39	Permit Technician I	171.5	3312-4042	174.5	3411-4163	175.5	3446-4205	176.5	3481-4247
E40	Permit Technician II	181.5	3659-4463	184.5	3768-4599	185.5	3806-4644	186.5	3845-4690
E46	Permit Technician III	191.5	4042-4930	194.5	4163-5080	195.5	4205-5131	196.5	4247-5181
H40	Physical Therapist	237.0	6356-7757	240.0	6549-7992	241.0	6614-8072	242.0	6680-8154
E04	Planner I	193.5	4122-5028	196.5	4247-5181	197.5	4288-5233	198.5	4332-5285
E16	Planner II	208.5	4786-5840	211.5	4930-6016	212.5	4978-6077	213.5	5028-6139
E21	Planner III	218.5	5285-6453	221.5	5446-6647	222.5	5500-6713	223.5	5555-6781
B55	Prevention Coordinator, Behavioral or Public Health	205.0	4621-5639	208.0	4761-5810	209.0	4808-5869	210.0	4857-5928
P31	Probation Technician	173.0	3361-4101	176.0	3463-4226	177.0	3498-4267	178.0	3533-4311
P30	Process Server	153.0	2754-3361	156.0	2837-3463	157.0	2865-3498	158.0	2895-3533
B06	Programmer Analyst I	212.5	4978-6077	215.5	5131-6263	216.5	5181-6325	217.5	5233-6387
B05	Programmer Analyst II	227.5	5782-7056	230.5	5957-7271	231.5	6016-7344	232.5	6077-7417
B11	Programmer Analyst III	237.5	6387-7795	240.5	6581-8032	241.5	6647-8112	242.5	6713-8195
P59	Psychiatric Technician I	170.5	3278-4001	173.5	3378-4122	174.5	3411-4163	175.5	3446-4205
P58	Psychiatric Technician II	180.5	3621-4420	183.5	3732-4553	184.5	3768-4599	185.5	3806-4644
E32	Public Guardian Accounting Technician	176.0	3463-4226	179.0	3567-4354	180.0	3604-4397	181.0	3640-4441
C87	Public Guardian/Vet Svcs Case Wkr	158.5	2909-3550	161.5	2999-3659	162.5	3028-3695	163.5	3058-3732
P90	Public Health Emergency Planner	213.0	5004-6108	216.0	5155-6294	217.0	5207-6356	218.0	5259-6420
H02	Public Health Nurse I	226.0	5696-6952	229.0	5869-7164	230.0	5928-7235	231.0	5987-7308
H01	Public Health Nurse II	236.0	6294-7680	239.0	6484-7913	240.0	6549-7992	241.0	6614-8072
E55	Purchasing Assistant	166.0	3136-3825	169.0	3229-3942	170.0	3262-3981	171.0	3295-4021
E68	Quality Assurance Specialist	187.0	3864-4715	190.0	3981-4857	191.0	4021-4905	192.0	4061-4954
B95	Radio Communications Programmer	238.5	6453-7875	241.5	6647-8112	242.5	6713-8195	243.5	6781-8277
P88	Recovery Support Coordinator I, Behavioral or Public Health	180.0	3604-4397	183.0	3713-4531	184.0	3749-4576	185.0	3787-4621
P87	Recovery Support Coordinator II, Behavioral or Public Health	190.0	3981-4857	193.0	4101-5004	194.0	4143-5054	195.0	4184-5105
P86	Recovery Support Coordinator III, Behavioral or Public Health	200.0	4397-5365	203.0	4531-5528	204.0	4576-5583	205.0	4621-5639

SECTION II - General Employees**CLASSES ASSIGNED TO SALARY RANGE NUMBERS**

The following classes are hereby assigned to the salary ranges in the basic salary schedule which are designated opposite the class titles as shown below.

Code	Class Title	Effective Salary Range Number	9/6/2021 Approx. Monthly Salary	Effective Salary Range Number	7/11/2022 Approx. Monthly Salary	Effective Salary Range Number	7/10/2023 Approx. Monthly Salary	Effective Salary Range Number	7/6/2024 Approx. Monthly Salary
H27	Registered Dietitian	221.0	5418-6614	224.0	5583-6815	225.0	5639-6883	226.0	5696-6952
N32	Registered Veterinary Technician	174.5	3411-4163	177.5	3515-4288	178.5	3550-4332	179.5	3585-4377
E52	Right of Way Agent	218.0	5259-6420	221.0	5418-6614	222.0	5472-6680	223.0	5528-6748
M30	Security Officer	148.5	2635-3214	151.5	2713-3312	152.5	2740-3345	153.5	2768-3378
P63	Senior Employment & Training Technician	190.0	3981-4857	193.0	4101-5004	194.0	4143-5054	195.0	4184-5105
H16	Senior Health Educator	206.0	4668-5696	209.0	4808-5869	210.0	4857-5928	211.0	4905-5987
B51	Senior Network Analyst	247.5	7056-8613	250.5	7271-8871	251.5	7344-8961	252.5	7417-9050
B14	Senior Office Systems Analyst	247.5	7056-8613	250.5	7271-8871	251.5	7344-8961	252.5	7417-9050
E34	Senior Planner	233.0	6108-7455	236.0	6294-7680	237.0	6356-7757	238.0	6420-7835
B04	Senior Programmer Analyst	248.5	7127-8698	251.5	7344-8961	252.5	7417-9050	253.5	7493-9140
P52	Senior Social Service Worker	205.0	4621-5639	208.0	4761-5810	209.0	4808-5869	210.0	4857-5928
P23	Senior Veterans Service Rep	180.5	3621-4420	183.5	3732-4553	184.5	3768-4599	185.5	3806-4644
C13	Sheriff Records Clerk I	160.0	2954-3604	163.0	3042-3713	164.0	3073-3749	165.0	3104-3787
C14	Sheriff Records Clerk II	170.0	3262-3981	173.0	3361-4101	174.0	3394-4143	175.0	3429-4184
C16	Sheriff Records Clerk III	180.0	3604-4397	183.0	3713-4531	184.0	3749-4576	185.0	3787-4621
M45	Sheriff's Investigative Assistant	179.0	3567-4354	182.0	3676-4486	183.0	3713-4531	184.0	3749-4576
P81	Social Service Practitioner - CPS	220.0	5365-6549	223.0	5528-6748	224.0	5583-6815	225.0	5639-6883
P14	Social Service Worker I	180.0	3604-4397	183.0	3713-4531	184.0	3749-4576	185.0	3787-4621
P13	Social Service Worker II	190.0	3981-4857	193.0	4101-5004	194.0	4143-5054	195.0	4184-5105
P12	Social Service Worker III	200.0	4397-5365	203.0	4531-5528	204.0	4576-5583	205.0	4621-5639
P84	Social Service Worker I - CPS	190.0	3981-4857	193.0	4101-5004	194.0	4143-5054	195.0	4184-5105
P83	Social Service Worker II - CPS	200.0	4397-5365	203.0	4531-5528	204.0	4576-5583	205.0	4621-5639
P82	Social Service Worker III - CPS	210.0	4857-5928	213.0	5004-6108	214.0	5054-6169	215.0	5105-6231
P76	Social Services Assistant I	150.5	2687-3278	153.5	2768-3378	154.5	2796-3411	155.5	2824-3446
P75	Social Services Assistant II	160.5	2969-3621	163.5	3058-3732	164.5	3089-3768	165.5	3120-3806
H55	Staff Nurse	211.0	4905-5987	214.0	5054-6169	215.0	5105-6231	216.0	5155-6294
C100	Staff Support Specialist I	178.0	3533-4311	181.0	3640-4441	182.0	3676-4486	183.0	3713-4531
C101	Staff Support Specialist II	188.0	3902-4761	191.0	4021-4905	192.0	4061-4954	193.0	4101-5004
C07	Support Services Specialist	181.0	3640-4441	184.0	3749-4576	185.0	3787-4621	186.0	3825-4668
B68	System Support Specialist	181.0	3640-4441	184.0	3749-4576	185.0	3787-4621	186.0	3825-4668
P92	Unlicensed Mental Health Clinician	220.0	5365-6549	223.0	5528-6748	224.0	5583-6815	225.0	5639-6883
P24	Veterans' Service Representative I	160.5	2969-3621	163.5	3058-3732	164.5	3089-3768	165.5	3120-3806
P25	Veterans' Service Representative II	170.5	3278-4001	173.5	3378-4122	174.5	3411-4163	175.5	3446-4205
P21	Victim/Witness Advocate I	158.0	2895-3533	161.0	2983-3640	162.0	3013-3676	163.0	3042-3713
P19	Victim/Witness Advocate II	168.0	3198-3902	171.0	3295-4021	172.0	3328-4061	173.0	3361-4101
P38	Welfare Fraud Investigator I	194.0	4143-5054	197.0	4267-5207	198.0	4311-5259	199.0	4354-5311
P37	Welfare Fraud Investigator II	204.0	4576-5583	207.0	4715-5753	208.0	4761-5810	209.0	4808-5869
P33	Welfare Fraud Investigator III	209.0	4808-5869	212.0	4954-6048	213.0	5004-6108	214.0	5054-6169
H52	WIC Breastfeeding Coordinator	186.0	3825-4668	189.0	3942-4808	190.0	3981-4857	191.0	4021-4905
I122	WIC Nutrition Assistant I**	147.5	2607-3182	147.5	2607-3182	148.5	2635-3214	149.5	2661-3245
I121	WIC Nutrition Assistant II**	157.5	2879-3515	157.5	2879-3515	158.5	2909-3550	159.5	2938-3585
I120	WIC Nutrition Assistant III**	167.5	3182-3883	167.5	3182-3883	168.5	3214-3921	169.5	3245-3961

***Effective February 9, 2021—approved by BOS on February 9, 2021**

Emergency Dispatch Training Officer: Deleted from Salary Resolution. Classification not in use.

***Effective August 9, 2021—approved by the Board of Supervisors (BOS) August 3, 2021**

Child Support Assistant: Revised job specification and adjusted salary upward from Range 145.5 to Range 150.5 (\$2,687—\$3,278)

***Effective October 18, 2021 - approved by the Board of Supervisors (BOS) October 26, 2021**

Juvenile Center Support Clerk - adjusted salary range upward from range 148.0 to 154.0 (\$2,782-\$3,394)

Juvenile Corrections Officer I - adjusted salary range upward from range 173.0 to 179.0 (\$3,567-\$4,354)

Juvenile Corrections Officer II - adjusted salary range upward from range 183.0 to 189.0 (\$3,942-\$4,808)

Juvenile Corrections Officer III - adjusted salary range upward from range 193.0 to 199.0 (\$4,354-\$5,311)

****Effective July 11, 2022 - approved by the Board of Supervisors (BOS) September 14, 2021**

Positions will not receive a range increase

SECTION II - Blue Collar Employees**CLASSES ASSIGNED TO SALARY RANGE NUMBERS**

The following classes are hereby assigned to the salary ranges in the basic salary schedule which are designated opposite the class titles as shown below.

<u>Code</u>	<u>Class Title</u>	<u>Effective Salary Range Number</u>	<u>9/10/2018 Approx. Monthly Salary</u>
S00	Apprentice Mechanic	156.5	2851-3481
J05	Building Maintenance Worker	167.0	3167-3864
J10	Building Operations Specialist *	199.0	4354-5311
J11	Building Operations Trainee *	184.0	3749-4576
K14	Equipment & Groundswoker	163.0	3042-3713
S10	Equipment Serviceworker	160.5	2969-3621
K06	Groundswoker I	148.0	2621-3198
K05	Groundswoker II	158.0	2895-3533
J02	Janitor*	140.5	2432-2969
S02	Master Mechanic	190.5	4001-4881
S01	Mechanic	175.5	3446-4205
S03	Mechanic Leadworker	200.5	4420-5391
U01	Park Aide*	140.5	2432-2969
K13	Park Caretaker	168.0	3198-3902
R04	Road Maintenance Worker I	149.0	2647-3229
R05	Road Maintenance Worker II	163.0	3042-3713
R06	Road Maintenance Worker III	173.0	3361-4101
R07	Road Maintenance Worker IV	183.0	3713-4531
J04	Senior Bldg Maintenance Wkr	177.0	3498-4267
J17	Senior Janitor*	150.5	2687-3278
K32	Service Writer	164.5	3089-3768

Employees who are designated "classic members" of PERS pay the full employee contribution for the 2% at 55 Miscellaneous plan. Employees who are designated "new members" of PERS pay the full employee contribution for the 2% at 62 Miscellaneous plan.

***Salary effective August 1, 2016**

J10	Building Operations Specialist
J11	Building Operations Trainee

***Effective December 28, 2020 (PP01-2021)**

Janitor: Increase salary from Range 137.5 to Range 140.5 (\$2,432 - \$2,969)

Janitor Trainee: Delete from Salary Resolution. Classification not in use.

Park Aide: Increase salary from Range 133.0 to Range 140.5 (\$2,432 - \$2,969)

Senior Janitor: Increase salary from Range 147.5 to Range 150.5 (\$2,687 - \$3,278)

SECTION II - Supervisors Employees**CLASSES ASSIGNED TO SALARY RANGE NUMBERS**

The following classes are hereby assigned to the salary ranges in the basic salary schedule which are designated opposite the class titles as shown below.

<u>Code</u>	<u>Class Title</u>	<u>Effective Salary Range Number</u>	<u>9/6/2021 Approx. Monthly Salary</u>	<u>Effective Salary Range Number</u>	<u>7/11/2022 Approx. Monthly Salary</u>	<u>Effective Salary Range Number</u>	<u>7/10/2023 Approx. Monthly Salary</u>	<u>Effective Salary Range Number</u>	<u>7/6/2024 Approx. Monthly Salary</u>
P49	Behavioral Health Unit Supervisor	220.0	5365-6549	223.0	5528-6748	224.0	5583-6815	225.0	5639-6883
J21	Building Maintenance Supervisor	195.0	4184-5105	198.0	4311-5259	199.0	4354-5311	200.0	4397-5365
P95	Case Review Supervisor	235.0	6231-7604	238.0	6420-7835	239.0	6484-7913	240.0	6549-7992
C63	Central Services Supervisor	167.0	3167-3864	170.0	3262-3981	171.0	3295-4021	172.0	3328-4061
C51	Child Support Office Supervisor	174.5	3411-4163	177.5	3515-4288	178.5	3550-4332	179.5	3585-4377
P10	Child Support Supervisor	194.5	4163-5080	197.5	4288-5233	198.5	4332-5285	199.5	4377-5337
B49	Elections Supervisor	193.0	4101-5004	196.0	4226-5155	197.0	4267-5207	198.0	4311-5259
P28	Eligibility Supervisor	193.5	4122-5028	196.5	4247-5181	197.5	4288-5233	198.5	4332-5285
E60	Emergency Dispatch Supervisor*	209.0	4808-5869	212.0	4954-6048	213.0	5004-6108	214.0	5054-6169
P15	Employment & Training Supervisor	200.0	4397-5365	203.0	4531-5528	204.0	4576-5583	205.0	4621-5639
C43	Human Services Office Supervisor	171.0	3295-4021	174.0	3394-4143	175.0	3429-4184	176.0	3463-4226
J01	Janitor Supervisor	161.0	2983-3640	164.0	3073-3749	165.0	3104-3787	166.0	3136-3825
P42	Juvenile Corrections Officer IV*	209.0	4808-5869	212.0	4954-6048	213.0	5004-6108	214.0	5054-6169
C92	Legal Office Supervisor	188.5	3921-4786	191.5	4042-4930	192.5	4082-4978	193.5	4122-5028
K12	Parks and Grounds Supervisor	187.0	3864-4715	190.0	3981-4857	191.0	4021-4905	192.0	4061-4954
B76	Principal Information Technology Analyst	252.5	7417-9050	255.5	7642-9324	256.5	7719-9417	257.5	7795-9511
C60	Public Health Office Supervisor	161.5	2999-3659	164.5	3089-3768	165.5	3120-3806	166.5	3151-3845
R08	Roads Supervisor	198.0	4311-5259	201.0	4441-5418	202.0	4486-5472	203.0	4531-5528
E66	Senior Accounting Assistant	176.0	3463-4226	179.0	3567-4354	180.0	3604-4397	181.0	3640-4441
B32	Senior Appraiser	222.0	5472-6680	225.0	5639-6883	226.0	5696-6952	227.0	5753-7022
H12	Senior Dietitian	226.0	5696-6952	229.0	5869-7164	230.0	5928-7235	231.0	5987-7308
E23	Senior Emergency Dispatcher	194.0	4143-5054	197.0	4267-5207	198.0	4311-5259	199.0	4354-5311
P62	Senior Family Resource Coordinator	187.0	3864-4715	190.0	3981-4857	191.0	4021-4905	192.0	4061-4954
K23	Senior Jail Cook	170.5	3278-4001	173.5	3378-4122	174.5	3411-4163	175.5	3446-4205
P06	Social Service Supervisor	220.0	5365-6549	223.0	5528-6748	224.0	5583-6815	225.0	5639-6883
P80	Social Service Supervisor - CPS	230.0	5928-7235	233.0	6108-7455	234.0	6169-7530	235.0	6231-7604
J03	Supervising Building Operations Specialist	213.0	5004-6108	216.0	5155-6294	217.0	5207-6356	218.0	5259-6420
E59	Tax Collection Supervisor	206.0	4668-5696	209.0	4808-5869	210.0	4857-5928	211.0	4905-5987
P50	Work Crew Supervisor	160.0	2954-3604	163.0	3042-3713	164.0	3073-3749	165.0	3104-3787

Employees who are designated "classic members" of PERS pay the full employee contribution for the 2% at 55 Miscellaneous plan or the 3% at 55 Safety plan.

Employees who are designated "new members" of PERS pay the full employee contribution for the 2% at 62 Miscellaneous plan or the 2.7% at 57 Safety plan.

***Effective October 18, 2021 - approved by the Board of Supervisors (BOS) October 26, 2021**

Juvenile Corrections Officer IV - adjusted salary range upward from range 203.0 to 209.0 (\$4,808-\$5,869)

***Effective February 9, 2021—approved by BOS February 9, 2021**

Emergency Dispatch Supervisor: New classification with salary set at Range 205.0 (\$4,621—\$5,639)☐

SECTION II - Fire Employees**CLASSES ASSIGNED TO SALARY RANGE NUMBERS**

The following classes are hereby assigned to the salary ranges in the basic salary schedule which are designated opposite the class titles as shown below.

Class		Effective	1/28/2019	Effective	10/18/2021	Effective	7/11/2022
Code	Class Title	Salary	Approx.	Salary	Approx.	Salary	Approx.
		Range	Monthly	Range	Monthly	Range	Monthly
		Number	Salary	Number	Salary	Number	Salary
M14	Fire Apparatus Engineer	202.0	4486-5472	206.0	4668-5696	209.0	4808-5869
M16	Fire Captain	217.0	5207-6356	221.0	5418-6614	224.0	5583-6815
M18	Firefighter*	191.0	4021-4905	195.0	4184-5105	198.0	4311-5259
M17	Heavy Fire Equipment Operator**	201.0	4441-5418	206.0	4668-5696	209.0	4808-5869

FIRE SALARY SCHEDULE - HOURLY RATES

based on average 56 hour workweek

EFFECTIVE—January 28, 2019—(hourly rates)

Class		Range	Step 1	Step 2	Step 3	Step 4	Step 5
Code	Class Title						
M14	Fire Apparatus Engineer	202.0	18.49	19.43	20.41	21.46	22.55
M16	Fire Captain	217.0	21.46	22.55	23.71	24.92	26.19
M18	Firefighter *	191.0	16.57	17.41	18.30	19.24	20.21
M17	Heavy Fire Equipment Operator**	201.0	18.30	19.24	20.21	21.24	22.33

* Firefighter salary effective December 19, 2016

** Heavy Fire Equipment Operator salary effective 06/19/2018

EFFECTIVE - October 18, 2021 - (hourly rates)

Class		Range	Step 1	Step 2	Step 3	Step 4	Step 5
Code	Class Title						
M14	Fire Apparatus Engineer	206.0	19.24	20.21	21.24	22.33	23.47
M16	Fire Captain	221.0	22.33	23.47	24.67	25.94	27.26
M18	Firefighter	195.0	17.24	18.12	19.04	20.01	21.04
M17	Heavy Fire Equipment Operator	206.0	19.24	20.21	21.24	22.33	23.47

EFFECTIVE - July 11, 2022 - (hourly rates)

Class		Range	Step 1	Step 2	Step 3	Step 4	Step 5
Code	Class Title						
M14	Fire Apparatus Engineer	209.0	19.81	20.83	21.89	23.01	24.19
M16	Fire Captain	224.0	23.01	24.19	25.42	26.72	28.09
M18	Firefighter	198.0	17.76	18.67	19.62	20.62	21.67
M17	Heavy Fire Equipment Operator	209.0	19.81	20.83	21.89	23.01	24.19

Effective April 15, 2013, employees who are designated "classic members" of PERS pay the full employee contribution for the 3% @ 55 Safety Plan. Employees hired on or after January 1, 2013 and who are designated "new members" of PERS pay the full employee contribution for the 2.7% at 57 Safety plan.

SECTION II - Detentions Employees**CLASSES ASSIGNED TO SALARY RANGE NUMBERS**

The following classes are hereby assigned to the salary ranges in the basic salary schedule which are designated opposite the class titles as shown below.

<u>Code</u>	<u>Class Title</u>	<u>Effective</u> <u>Salary</u> <u>Range</u> <u>Number</u>	<u>9/25/2017</u> <u>Approx.</u> <u>Monthly</u> <u>Salary</u>	<u>Effective</u> <u>Salary</u> <u>Range</u> <u>Number</u>	<u>10/18/2021</u> <u>Approx.</u> <u>Monthly</u> <u>Salary</u>	<u>Effective</u> <u>Salary</u> <u>Range</u> <u>Number</u>	<u>7/11/2022</u> <u>Approx.</u> <u>Monthly</u> <u>Salary</u>
M52	Detentions Technician I**	151.0	2699-3295	161.0	2983-3640	164.0	3073-3749
M51	Detentions Technician II**	161.0	2983-3640	171.0	3295-4021	174.0	3394-4143
M04	Detentions Deputy I*	173.0	3361-4101	183.0	3713-4531	186.0	3825-4668
M08	Detentions Deputy I-STC*	178.0	3533-4311	188.0	3902-4761	191.0	4021-4905
M03	Detentions Deputy II*	188.0	3902-4761	198.0	4311-5259	201.0	4441-5418
M09	Detentions Sergeant*	211.5	4930-6016	221.5	5446-6647	224.5	5611-6850
C76	Senior Detentions Clerk**	156.0	2837-3463	166.0	3136-3825	169.0	3229-3942
M07	Senior Detentions Deputy*	198.0	4311-5259	208.0	4761-5810	211.0	4905-5987
M50	Senior Detentions Technician**	171.0	3295-4021	181.0	3640-4441	184.0	3749-4576

* Employees who are designated "classic members" of PERS pay the full employee contribution for the 3% at 55 Safety plan. Employees who are designated "new members" to PERS pay the full contribution for the 2.7% at 57 Safety plan.

** Effective April 29, 2013, employees who are designated "classic members" of PERS pay the full employee contribution for the 2% at 55 Miscellaneous plan. Employees hired on or after January 1, 2013 and who are designated "new members" to PERS pay the full employee contribution for the 2% at 62 Miscellaneous plan.

SECTION II - Law Enforcement Employees CLASSES ASSIGNED TO SALARY RANGE NUMBERS

The following classes are hereby assigned to the salary ranges in the basic salary schedule which are designated opposite the class titles as shown below.

<u>Code</u>	<u>Class Title</u>	<u>Effective Salary Range Number</u>	<u>7/12/2021 Approx. Monthly Salary</u>	<u>Effective Salary Range Number</u>	<u>7/11/2022 Approx. Monthly Salary</u>
M06	Chief Civil Deputy Sheriff	234.5	6200-7568	237.5	6387-7795
M35	Chief Dep Coroner/Public Admin	234.5	6200-7568	237.5	6387-7795
M25	Deputy Sheriff I	205.0	4621-5639	208.0	4761-5810
M02	Deputy Sheriff II	215.0	5105-6231	218.0	5259-6420
M41	Deputy Sheriff Bailiff	205.0	4621-5639	208.0	4761-5810
L16	District Attorney Investigator I	217.0	5207-6356	220.0	5365-6549
L15	District Attorney Investigator II	226.0	5696-6952	229.0	5869-7164
M23	Senior Deputy Sheriff	223.5	5555-6781	226.5	5723-6987
L14	Senior DA Investigator	236.0	6294-7680	239.0	6484-7913
M05	Sheriff's Sergeant	234.5	6200-7568	237.5	6387-7795

Employees who are designated "classic members" of PERS pay the full employee contribution for the 3% at 55 Safety plan. Employees who are designated "new members" of PERS pay the full employee contribution for the 2.7% at 57 Safety plan.

SECTION II - Probation Employees CLASSES ASSIGNED TO SALARY RANGE NUMBERS
The following classes are hereby assigned to the salary ranges in the basic salary schedule which are designated opposite the class titles as shown below.

<u>Code</u>	<u>Class Title</u>	Effective Salary Range Number	10/23/2017 Approx. Monthly Salary
P03	Deputy Probation Officer I	182.0	3676-4486
P02	Deputy Probation Officer II	197.0	4267-5207
P01	Deputy Probation Officer III	207.0	4715-5753
P05	Deputy Probation Officer IV	217.0	5207-6356

Employees who are designated “classic members” of PERS pay the full employee contribution for the 3% at 55 Safety plan.

Employees who are designated “new members” of PERS pay the full employee contribution for the 2.7% at 57 Safety plan.

SECTION II - Prosecutors Employees**CLASSES ASSIGNED TO SALARY RANGE NUMBERS**

The following classes are hereby assigned to the salary ranges in the basic salary schedule which are designated opposite the class titles as shown below.

<u>Code</u>	<u>Class Title</u>	<u>Effective Salary Range Number</u>	<u>7/16/2018 Approx. Monthly Salary</u>
T19	Attorney I - Child Advocacy	220.5	5391-6581
T15	Attorney I - Child Support	220.5	5391-6581
T18	Attorney II - Child Advocacy	235.5	6263-7642
T14	Attorney II - Child Support	235.5	6263-7642
T17	Attorney III - Child Advocacy	255.5	7642-9324
T13	Attorney III - Child Support	255.5	7642-9324
T16	Attorney IV - Child Advocacy	265.5	8443-10301
T12	Attorney IV - Child Support	265.5	8443-10301
T09	Deputy District Attorney I	220.5	5391-6581
T08	Deputy District Attorney II	235.5	6263-7642
T07	Deputy District Attorney III	255.5	7642-9324
T06	Deputy District Attorney IV	265.5	8443-10301

Employees who are designated “classic members” of PERS pay the full employee contribution for the 2% at 55 Miscellaneous plan. Employees who are designated “new members” of PERS pay the full employee contribution for the 2% at 62 Miscellaneous plan.

SECTION II - Middle Management & Confidential Employees CLASSES ASSIGNED TO SALARY RANGE NUMBERS

The following classes are hereby assigned to the salary ranges in the basic salary schedule which are designated opposite the class titles as shown below.

<u>Code</u>	<u>Class Title</u>	Effective Salary Range Number	9/20/2021 Approx. Monthly Salary
D72	Accountant-Auditor	227.0	5753-7022
D46	Administrative Analyst I	207.0	4715-5753
D38	Administrative Analyst II	222.0	5472-6680
D24	Administrative Analyst III	237.0	6356-7757
D104	Animal Services Manager	217.0	5207-6356
D127	Assistant Chief District Attorney Investigator	251.0	7308-8916
D10	Assistant County Counsel (1)	292.0	10989-13409
D52	Assistant Director of Child Support Svcs (1)	257.0	7757-9464
D20	Assistant Director of Finance—Accting Div. (1)	260.5	8032-9800
D09	Assistant Director of Finance—Treasury Div. (1)	260.5	8032-9800
D136	Assistant Director, Human Services (1)	273.5	9140-11154
D143	Assistant Director of Public Health	257.0	7757-9464
D131	Assistant District Attorney (1)	279.5	9703-11840
D105	Assistant Fire Chief (1)	264.0	8318-10147
D14	Assistant Sheriff (1)	283.5	10097-12321
D138	Auditor-Accountant	227.0	5753-7022
D45	Battalion Chief (Operations) (2)	244.5	6850-8360
D45	Battalion Chief (Training/Prevention)	244.5	6850-8360
D25	Building Maintenance Superintendent	249.5	7200-8785
D50	Chief Appraiser	231.0	5987-7308
D93	Chief District Attorney Investigator	261.0	8072-9849
D06	Chief Engineer	267.5	8613-10507
D89	Child Support Program Manager	227.0	5753-7022
D84	Clerk of the Board of Supervisors (1)	227.0	5753-7022
D68	Clerk/Recorder Manager	219.5	5337-6517
D117	Clinical Program Manager	240.0	6549-7992
D82	Compliance and Standards Officer	201.5	4463-5446
D40	Deputy Ag Commissioner	223.0	5528-6748
D39	Deputy Ag Commissioner-Sealer	239.0	6484-7913
D35	Deputy Chief Probation Officer	257.5	7795-9511
Q20	Deputy Clerk to the Board of Supervisor I	188.0	3902-4761
Q19	Deputy Clerk to the Board of Supervisor II	198.0	4311-5259
D48	Deputy County Administrative Officer	257.0	7757-9464
D87	Deputy County Counsel I	224.5	5611-6850
D85	Deputy County Counsel II	239.5	6517-7953
D18	Deputy County Counsel III	259.5	7953-9703
D28	Deputy County Counsel IV	269.5	8785-10719
D125	Deputy Director Behavioral Health (1)	243.0	6748-8235
D115	Deputy Director – Building Official (1)	267.0	8570-10455
D118	Deputy Director, Economic & Workforce Development	262.0	8154-9948
D16	Deputy Director, Human Services (1)	266.5	8526-10403
D41	Deputy Sealer of Weights & Measures	223.0	5528-6748
D27	Deputy Veteran's Svc Officer/Public Guardian (1)	222.5	5500-6713
D12	Detentions Captain*	252.0	7381-9005
D11	Detentions Lieutenant	235.5	6263-7642

SECTION II - Middle Management & Confidential Employees CLASSES ASSIGNED TO SALARY RANGE NUMBERS

The following classes are hereby assigned to the salary ranges in the basic salary schedule which are designated opposite the class titles as shown below.

<u>Code</u>	<u>Class Title</u>	Effective Salary Range Number	9/20/2021 Approx. Monthly Salary
D76	Economic Development Manager	223.0	5528-6748
D98	Elections Manager	227.0	5753-7022
D53	Emergency Services Coordinator	216.0	5155-6294
D102	Environmental Health Division Manager (1)	239.5	6517-7953
Q22	Executive Secretary	188.0	3902-4761
D114	Facilities Manager	217.5	5233-6387
D130	Family Practice Nurse Practitioner/ Physician's Assistant-Certified	262.0	8154-9948
D56	First 5 Program Officer	227.0	5753-7022
D62	First 5 School Readiness Coordinator	222.0	5472-6680
D17	Fiscal Analyst I	206.0	4668-5696
D02	Fiscal Analyst II	216.0	5155-6294
D124	Fiscal Analyst III	227.0	5753-7022
D121	Fleet Services Superintendent	225.5	5666-6918
D110	Food Services Manager	200.5	4420-5391
D106	IT Security and Compliance Administrator	254.0	7530-9185
D59	Information Technology Manager	258.5	7875-9608
D123	Juvenile Corrections Manager	219.5	5337-6517
D61	JTO Program Manager	227.0	5753-7022
D79	Library Manager	227.0	5753-7022
D101	Nursing Division Manager (1)	267.0	8570-10455
D37	Nutrition Services Manager	232.0	6048-7381
D77	Parks & Grounds Superintendent	235.5	6263-7642
D133	Payroll Manager	227.0	5753-7022
Q23	Payroll Specialist	189.0	3942-4808
D03	Personnel Analyst I	207.0	4715-5753
D04	Personnel Analyst II	222.0	5472-6680
D05	Personnel Analyst III	237.0	6356-7757
Q11	Personnel Assistant I	168.0	3198-3902
Q12	Personnel Assistant II	178.0	3533-4311
Q13	Personnel Assistant III	188.0	3902-4761
Q05	Personnel Technician I	191.0	4021-4905
Q04	Personnel Technician II	201.0	4441-5418
D139	Principal Personnel Analyst	257.0	7757-9464
D42	Probation Division Manager	235.0	6231-7604
D65	Program Manager, Human Services	237.0	6356-7757
D111	Program Manager, Behavioral or Public Health	227.0	5753-7022
D96	Program Specialist	216.0	5155-6294
D71	Property Tax Manager	216.0	5155-6294
D58	Public Health Laboratory Director	252.0	7381-9005
D92	Purchasing Manager	234.5	6200-7568

SECTION II - Middle Management & Confidential Employees CLASSES ASSIGNED TO SALARY RANGE NUMBERS

The following classes are hereby assigned to the salary ranges in the basic salary schedule which are designated opposite the class titles as shown below.

<u>Code</u>	<u>Class Title</u>	<u>Effective Salary Range Number</u>	<u>9/20/2021 Approx. Monthly Salary</u>
D141	Quality Assurance Manager	227.0	5753-7022
D135	Risk Manager	252.5	7417-9050
Q17	Risk Technician I	185.0	3787-4621
Q16	Risk Technician II	195.0	4184-5105
D60	Road Superintendent	249.5	7200-8785
Q07	Secretary	178.0	3533-4311
Q01	Secretary to the C.A.O.	206.0	4668-5696
Q02	Secretary to the County Counsel	206.0	4668-5696
Q03	Secretary to the District Attorney	206.0	4668-5696
Q32	Secretary to the Sheriff	206.0	4668-5696
D08	Senior Accountant-Auditor	242.0	6680-8154
D29	Sheriff's Commander	260.0	7992-9752
D134	Sheriff's Records Manager	215.0	5105-6231
D54	Social Services Program Manager	240.0	6549-7992
D140	Staff Support Manager	238.0	6420-7835
D75	Supervising Attorney - Child Advocacy	274.5	9230-11265
D34	Supervising Attorney - Child Support	274.5	9230-11265
D108	Supervising Environmental Health Officer	226.0	5696-6952
Q31	Supervising Legal Secretary	179.5	3585-4377
D13	Supervising Public Health Nurse	247.0	7022-8570
D122	Supervising Welfare Fraud Investigator	216.0	5155-6294
D91	Treasury Manager	241.0	6614-8072
D109	Victim Witness Coordinator	206.5	4690-5723
D142	Water and Natural Resources Division Manager	257.0	7757-9464

Employees who are designated "classic members" of PERS pay the full employee contribution for the 2% at 55 Miscellaneous plan or the 3% at 55 Safety plan. Employees who are designated "new members" to PERS pay the full employee contribution for the 2% at 62 Miscellaneous plan or the 2.7% at 57 Safety plan.

(1) These classifications are at-will and exempt from the merit system.

(2) BATTALION CHIEF (Operations) - HOURLY RATES - when assigned to a 224 hour, 28-day work cycle.

Effective: 9/20/2021 Range 244.5

Step 1	Step 2	Step 3	Step 4	Step 5
\$28.23	\$29.67	\$31.19	\$32.77	\$34.45

~~***Effective October 6, 2020—approved by Board of Supervisors (BOS)**~~

~~Detentions Captain: Retitled from Detentions Commander with no change in salary~~

Effective 8/31/2021 - Approved by Board of Supervisors (BOS) for FY21/22

Water and Natural Resources Division Manager is inactive and deleted from the Salary Resolution

SECTION III**SALARIES FOR COUNTY OFFICIALS**

The following Officers and Department Heads (appointed and elected) shall receive compensation within the following band structure:

<u>Salary Band</u> <u>Designation</u>	<u>Approximate</u> <u>40%</u> <u>Salary Band</u>	<u>Classifications</u>	<u>Class</u> <u>Code</u>
1	\$14,000-\$19,000	County Administrative Officer County Counsel	A02 A41
2	\$12,000-\$16,500	Assessor/Clerk/Recorder District Attorney Sheriff	A25 A11 A21
3	\$11,000-\$15,000	Ag. Commissioner/Sealer of Wts. & Measures Assistant County Administrative Officer Chief Information Officer Chief Probation Officer (a) County Fire Chief Director of Community Development Director of Finance Director of Human Services Director of Public Health Services Director of Public Works	A23 A07 A09 A22 A42 A27 A37 A33 A29 A31
4	\$10,000-\$13,500	Behavioral Health Director Director of Child Support Services Economic and Workforce Development Director Human Resources Director Library Director Public Guardian/Veteran's Service Officer Registrar of Voters	A47 A45 A43 A40 A38 A35 A26

Employees who are designated "classic members" of PERS pay the full employee contribution for the 2% at 55 Miscellaneous plan or the 3% at 55 Safety plan. Employees who are designated "new members" to PERS pay the full employee contribution for the 2% at 62 Miscellaneous plan or the 2.7% at 57 Safety plan.

Effective: September 20, 2021Flat Monthly (b)

\$6,876.69

Board of Supervisors

A01

\$7,653.69

Chairperson, Board of Supervisors

A00

By Ordinance #690 approved May 14, 2019

Effective: August 26, 2019Flat Monthly (b)

\$6,593.18

Board of Supervisors

A01

\$7,370.18

Chairperson, Board of Supervisors

A00

By Ordinance #690 approved May 14, 2019 and Resolution 19-062 approved September 10, 2019 (b)

Effective: July 15, 2019Flat Monthly (b)

\$6,341

Board of Supervisors

A01

\$7,118

Chairperson, Board of Supervisors

A00

By Ordinance #690 approved May 14, 2019 (b)

Effective: October 13, 2014

Flat Monthly (b)

\$5,334.33

Board of Supervisors

A01

\$5,770.33

Chairperson, Board of Supervisors

A00

By Ordinance #667 approved August 5, 2014 - *includes 7% offset to shift PERS payment to employee (b)*

- (a) The Chief Probation Officer is covered by a modified merit system (see personnel rule 2034).
- (b) The salaries for the Board of Supervisors and the Chairman, Board of Supervisors are set by County Ordinance. Proposed salary increases are effective in the pay period following 60 days after adoption of an amended ordinance (last salary change previous to October 13, 2014 was: March 24, 2008–Ordinance #643).
- (c) Registrar of Voters was approved and placed in Salary Band 4 by the Board of Supervisors on March 19, 2019.

SECTION III

SALARIES FOR COUNTY OFFICIALS

Salary Bands

Selected management positions receive the equivalent of a flat rate monthly salary. The Board of Supervisors has adopted salary bands specifying a minimum and maximum flat dollar amount (salary) payable for each position. Adjustment to this flat dollar amount is based on action by the Board of Supervisors as certified by the County Administrative Officer on a County Personnel Action Form.

The County Administrative Officer's flat dollar salary amount shall be certified by the Chair of the Board of Supervisors on a County Personnel Action Form. Adjustments to compensation within Salary Bands is at the sole discretion of the Board of Supervisors, after advice from the County Administrative Officer and:

1. Is not intended to be adjusted periodically based on length of service, (which distinguishes Salary Bands from Salary Ranges which require consideration of 5% incremental pay adjustments at predetermined intervals);
2. Adjustments may be made in any increment either a dollar amount or percentage; provided however, such adjustment shall be rounded to the nearest whole dollar;
3. Salary Bands, may be adjusted by the Board of Supervisors, from time to time, but not necessarily annually, and are intended to remain fixed for one or more years, during which time salary increases or decreases to individual positions may be made based on such factors and conditions as Board of Supervisors deems appropriate including but not limited to: employee performance, changes in the cost of living and the County's ability to pay;
4. The inclusion of multiple positions in salary bands should not be construed to imply that all positions in each band are deemed exactly comparable for purposes of compensation; but only requires at the time of adoption or amendment of the Salary Bands, a salary amount within that band shall be designated for each position;
5. Five Step salary ranges for most classifications are typically adjusted annually based on negotiated agreements with employee organizations. Individual position salaries are automatically adjusted by the change in the range. Flat monthly salaries, designated by the Board of Supervisors do not automatically change at such time as the Board may elect to modify Salary Bands, except that no position in a band may be paid more or less than the minimum or maximum dollar amount that defines the Salary Band;
6. There is no expectation that any particular position in a Salary Band would be set at the highest dollar amount permitted by the band in the same manner that positions in salary ranges, after designated service intervals, reach the fifth or top step of a range. Salary Bands are purposely designed to provide maximum flexibility to the Board of Supervisors to increase, decrease or leave salaries unchanged; and
7. When a salary-banded position is vacated, the Board of Supervisors after consultation with the County Administrative Officer shall designate a salary rate or a salary range within the Salary Band that shall be used for purposes of recruitment. Notwithstanding this provision governing the recruitment process, the Board of Supervisors may appoint the candidate selected for the position at any flat dollar amount within the Salary Band.

SECTION IV

SPECIAL COMPENSATION SCHEDULE

DEPARTMENT OF FINANCE

Student Accounting Major – Unless below minimum wage, the salary for positions in this class shall be at a rate no higher than:

30 ranges below Accountant I with completion of 30-59 units.

20 ranges below Accountant I with completion of 60-89 units.

10 ranges below Accountant I with completion of 90 units to graduation.

EXTRA HELP

Shall normally be compensated at the hourly rate of the first step of the salary range for the class of employment. Extra help not working in a class otherwise covered by this resolution shall be compensated at minimum wage. Extra help is not in the competitive service and is authorized solely to provide necessary help on a limited or short-term basis not to exceed 999 hours in any fiscal year.

NOTE: CalPERS retirees are limited to 960 hours in any fiscal year.

GOVERNMENT AIDE & GOVERNMENT INTERN (Z55)

Unless below minimum wage, the salary for positions in these classes shall be at a rate no higher than 10 ranges below the entry level for which training is being received. If a degree is required, the following shall apply:

30 ranges below with completion of 30-59 units.

20 ranges below with completion of 60-89 units.

10 ranges below with completion of 90 units to graduation.

MILEAGE

Employees required to use personal vehicles for travel in performance of their duties shall be reimbursed at the rate allowable under I.R.S. regulations as determined and administered by the Department of Finance.

PARKS & GROUNDS

Museum Curator (extra help) - Unless below minimum wage, compensation not to exceed Step 1 of Library Assistant II and no more than 999 hours per fiscal year.

PUBLIC GUARDIAN/VETERANS' SERVICE

Z21 Transportation Aide – Unless below minimum wage, incumbent shall be compensated at a rate no higher than 2 ranges below step one for Veterans' Service Representative I.

PUBLIC WORKS

Student Engineer - Unless below minimum wage, the salary for positions in this class shall be at a rate no higher than:

30 ranges below Engineer I (Civil) with completion of 30-59 units.

20 ranges below Engineer I (Civil) with completion of 60-89 units.

10 ranges below Engineer I (Civil) with completion of 90 units to graduation.

Student Road Employee - Unless below minimum wage, the salary for positions in this class shall be at a rate no higher than:

Minimum wage during first year of employment.

15 ranges below Road Maintenance Worker I during second year of employment and thereafter.

SHERIFF'S OFFICE

Reserve Deputy Sheriff (M00) and Technical Reserve (M01) - \$32.69 (1/26 the annual uniform allowance of a Deputy Sheriff I) shall be provided as reimbursement for uniform expenses in each pay period worked. Reserves are compensated for hours worked at a rate no higher than nine ranges below step one for Deputy Sheriff I. Retirees are not eligible for uniform allowance.

Reserve Detentions Deputy (M11) - \$32.69 (1/26 the annual uniform allowance of a Detentions Deputy I) shall be provided as reimbursement for uniform expenses per pay period worked. Reserves are compensated for hours worked at a rate no higher than seven ranges below step one for Detentions Deputy I. Retirees are not eligible for uniform allowance.

Reserve Emergency Dispatcher (Z05) - Compensation for hours worked is set at a rate no higher than the hourly rate for Step 1 of Emergency Dispatcher I.

Federal law requires employers to make a deduction from the pay of part-time employees for either social security or an acceptable alternative such as a deferred compensation program. Extra Help Reserves not already enrolled in PERS will contribute to the County's Deferred Compensation Plan in the amount of 7.5% of compensation. They also must pay into Medicare at the rate of 1.45% of compensation.

SECTION V**UNREPRESENTED MANAGEMENT BENEFITS**

Management Group I = Appointed and elected officials in salary bands.

Management Group II = Middle management (all other management not in Group I or III).

Confidential

<u>Management Group III</u> =	All Executive Secretary positions	Secretary
(non-exempt)	Deputy Clerk to B.O.S. I/II	Secretary to C.A.O.
	Payroll Specialist	Secretary to County Counsel
	Personnel Assistant I/II/III	Secretary to District Attorney
	Personnel Technician I/II	Secretary to the Sheriff
	Risk Technician I/II	Supervising Legal Secretary

VACATION AND MANAGEMENT LEAVE

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

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

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

Hours (days) <u>Earned (based on hrs)</u>	Maximum Vacation <u>Accumulation Limits</u>
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. Effective July 1, 2014, management employees in Group I & II will be granted 64 hours of additional vacation time as management leave in the first full pay period of each fiscal year (or pro-rated upon hire date). These hours are a separate leave benefit and not counted against the maximum vacation accrual established based on length of service. Employees may, at their option, sell back up to 48 of the 64 hours of management leave each fiscal year at their hourly rate of pay. This leave will be tracked separately from the regular vacation accrual and is not intended to carry over from year to year. If this time is not used by the end of the fiscal year (see note), up to 48 hours of the remaining balance will be automatically cashed out to the employee. Any sale of management vacation hours will be deducted only from the management vacation leave balance. The remaining 16 hours of leave can not be cashed out and must be taken as time off only. If any hours remain at the end of the fiscal year after 48 hours are cashed out, the remaining hours will carry over to the new fiscal year (see note) However, and the hours granted for the new fiscal year shall be reduced by the number of hours equal to those carried over.
 - a) All management attorneys in the District Attorney's Office, Child Support, Minors Advocate, and County Counsel will be granted 80 hours additional management leave in the first full pay period of each fiscal year (or pro-rated upon hire date). Which will not carry over and may be cashed out in full.
 - b) Management employees in Group III will be granted 40 hours of vacation time in the first full pay period of each fiscal year (or pro-rated upon hire date). All other terms described above apply.

SECTION V

UNREPRESENTED MANAGEMENT BENEFITS

4. All Management employees may, at their option, sell back an additional 8 hours of accrued regular vacation each fiscal year, (see note) at their hourly rate of pay, to be contributed directly to the employee's deferred compensation account.
5. Upon the recommendation of the Human Resources Director, the County Administrative Officer may authorize a vacation accrual rate for management positions hired from outside the county at an amount equivalent to what their accrual would be if their service time with other public agencies was earned in Kings County. Additionally, when this advanced accrual rate is authorized at the time of hire, the prior public service time will be used for calculating future adjustments to the accrual rate as if the time was earned with Kings County.

Note: 1) For purposes of payroll processing of vacation hour sell backs described above, the end of the fiscal year is defined as the last day of pay period 13 in any year. 2) Management leave is not available for use during pay period 14. 3) Provisions regarding vacation do not apply to elected officials.

HEALTH/DENTAL/OPTICAL PLAN PREMIUM CONTRIBUTION

Employees who elect to use a Health Plan offered by the County must continue to participate in the Dental and Optical plans and must remain in that plan until the open enrollment period of the plan. Employees electing to prepay their insurance will not be allowed to drop insurance coverage except at open enrollment unless the employee has a qualifying status change.

Effective May 22, 2017 (pay period 2017-21), the County contribution (per month based on 24 pay periods) to the health/dental/optical insurance premium will be as follows:

PPO Plan	
Health/Dental/Vision	
<u>Plan Level</u>	<u>County Share</u>
Single	\$ 596.12
Two-Party	\$ 1085.36
Family	\$ 1633.14

The County shall pay 100% of the health insurance premium (including the medical, dental and vision plans) for the health plan offered by the County for each management employee and their eligible family members, based on their enrollment in such health plan. Employees promoting into or demoting out of management classifications after open enrollment will be treated as a "status" change and may enter or leave the plan, or modify the number of dependents covered.

DEFERRED COMPENSATION

Effective January 1, 2014, for every three dollars contributed to the County contracted deferred compensation programs by management employees, the County shall contribute one dollar to the employee's account, up to a maximum of twenty five hundred dollars (\$2,500) per calendar year.

RETIREMENT/PERS SERVICE CREDIT

The County contracts with the Public Employee Retirement System (PERS) for this benefit and pays the employee contribution for members of the Board of Supervisors only. All management employees pay the total Miscellaneous or Safety PERS employee contribution depending on their classification and status within PERS (Classic or "new member" – see below).

SECTION V

UNREPRESENTED MANAGEMENT BENEFITS

Miscellaneous Non-Safety Management

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 – 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 for employees to have, at their option, the ability to apply to PERS for retirement service credit for their unused sick leave balance. However, the County limits the use of this provision to employees who have not cashed out their sick leave or opted for the Retiree Health benefit.

Safety Management

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 – 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.

Elected Officials

Pursuant to State Law local elected officials have the option of declining participation in the Public Employees Retirement System. An amount equal to the Employee's share of retirement may, if an elected officer declines participation in PERS, be applied toward the County Sponsored deferred compensation plan in lieu of the PERS contribution. The County match amount for this benefit shall not exceed the match provided to management employees described above.

TERM LIFE/ACCIDENT INSURANCE

Term life/accident insurance (with an option for portability when leaving County service in good standing) is provided for management employees as follows:

Management Group I	\$ 50,000
Management Group II/III	\$ 40,000

SECTION V

UNREPRESENTED MANAGEMENT BENEFITS

LONG TERM DISABILITY INSURANCE

Long Term Disability (LTD) Insurance is provided to all management employees.

SICK LEAVE ACCRUAL

- a. All regular full-time and regular part-time management 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 management employees hired January 1, 1999 or thereafter 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) | .038462 |
| 10,401 - 20,800 | 88 (11 days) | .042308 |
| 20,801 + | 96 (12 days) | .046154 |

Note: Provisions regarding sick leave do not apply to elected officials.

UNUSED SICK LEAVE PAYOFF/POST RETIREMENT HEALTH BENEFIT

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

- a) Management employees hired January 1, 1999 or later, 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)</u>
10,401 - 41,600	40%
41,601 and over	50%

To qualify for the retiree health benefit the employee and any eligible 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 account remains the property of the County.

- b) Management 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 or cash as follows:

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

SECTION V

UNREPRESENTED MANAGEMENT BENEFITS

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) benefit the 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 eligible 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 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.

ELECTED OFFICIALS - POST RETIREMENT HEALTH INSURANCE

Kings County elected Officials may be eligible for a Post Retirement Health Benefit upon retiring from the County. All the criteria shall apply as for management post retirement health insurance generally except that: An elected official is eligible for the post retirement health insurance benefit described below if that elected official: 1) serves at least five (5) consecutive years in office without break in service between the five years served and the date of departure from elected office; and 2) either simultaneously retires from PERS at the end of such service (or is at that time already retired from PERS). The benefit is calculated by multiplying the hourly rate at the time of eligibility, by the number of consecutive years in office, and then multiplying the result by one half of the annual sick leave benefit provided to management employees at the time of eligibility. The official may defer use of this benefit if otherwise covered on the County health plan at the time of eligibility so long as there is no break in coverage during the deferral period. Pursuant to existing practice the balance does not accrue interest. *(Note: the change in the formula will go in to effect at the start of each sitting elected's next consecutive term in office and at the time of filing candidacy papers for any new candidate who is subsequently elected.)* Any previously earned benefit will be calculated and recorded by the Finance Department.

SECTION V

UNREPRESENTED MANAGEMENT BENEFITS

If a balance remains at the time the elected, and/or his/her spouse or eligible dependent no longer participates in the County health insurance, this amount can be applied toward a Medicare Part B plan or Medicare supplement, or PERS Long Term Care plan. Participation in the County health insurance program is not required for the elected, and/or spouse or eligible dependent to direct all or part of the funds in this account to a Medicare Part B or PERS Long Term Care plan premium. In all other instances, any balance on account remains property of County.

P.O.S.T. EDUCATION INCENTIVE PAY

1. Employees in the classifications of Assistant Chief DA Investigator, Assistant Sheriff, Sheriff's Commander, Detentions Commander and Chief District Attorney Investigator who possess a valid P.O.S.T. Management Certificate shall be entitled to receive compensation in the amount of \$200.00 per month (\$92.31 per pay period). Employees must submit certification to the appropriate department head prior to payment authorization. Employees receiving compensation for P.O.S.T. Management Certification shall not be entitled to compensation for other P.O.S.T. certification.
2. Employees in the above indicated classifications possessing valid, current P.O.S.T. Supervisory Certification shall be entitled to receive compensation in the amount of \$150.00 per month (\$69.23 per pay period). Eligible employees must submit appropriate certification to the department prior to payment authorization. Employees receiving compensation for P.O.S.T. Supervisory Certification shall not be entitled to compensation for other P.O.S.T. certification.
3. Employees in the above indicated classifications possessing valid, current P.O.S.T. Advanced Certification shall be entitled to receive compensation in the amount of \$125.00 per month (\$57.69 per pay period). Eligible employees must submit appropriate certification to the department head prior to payment authorization. Employees receiving compensation for P.O.S.T. Advanced Certification shall not be entitled to compensation for other P.O.S.T. certification.
4. Employees in the above indicated classifications possessing valid, current P.O.S.T. Intermediate Certification shall be entitled to receive compensation in the amount of \$100.00 per month (\$46.15 per pay period). Eligible employees must submit appropriate certification to the department head prior to payment authorization. Employees receiving compensation for P.O.S.T. Intermediate Certification shall not be entitled to compensation for other P.O.S.T. certification.

BATTALION CHIEF STIPEND

The intent for the Battalion Chief Stipend is to provide a method of compensation when Battalion Chiefs are assigned to work extra shifts outside their regular assigned working hours. Based on an estimate of anticipated vacation, training time and possible sick leave use for the three field Battalion Chiefs, it is necessary to provide additional field coverage for up to 52 shifts or partial shifts annually. The Battalion Chief Stipend applies to all assigned Battalion Chiefs in the Operations, Fire Prevention and Training Divisions.

The stipend rates are as followed:

<u>Stipend</u>	<u>Hours</u>
\$900	Full Shift - 24 hours
\$450	Partial Shift – 12 to 24 hours

*Coverage of less than 12 hours will not be compensated. This time is compensated through Management Leave.

*Employees shall not receive stipend pay for any hours they receive strike team pay.

While the Administrative Battalion Chief assigned to Fire Prevention/Training activity would also be eligible for the stipend if he/she covers for an Operation Battalion, this stipend will not apply for coverage of the Fire Prevention/ Training Battalion Chief's absences.

SECTION V

UNREPRESENTED MANAGEMENT BENEFITS

FIRE MANAGEMENT STRIKE TEAM PAY

Fire management positions (Battalion Chief and Assistant Fire Chief) will be compensated while on, or as relief to, strike team at the current rate required by the California Fire Assistance Agreement with Cal OES.

*Employees shall not receive stipend pay for any hours they receive strike team pay.

BATTALION CHIEF HOLIDAY-IN-LIEU

All Shift (56 Hour work week) Fire Battalion Chiefs shall receive Holiday-in-Lieu. Holiday-in-Lieu time will be recorded and paid as 24 hours of "Holiday-in-Lieu" for each whole holiday and 12 hours for each half-day holiday. If a Shift Battalion Chief is required to work on a holiday, no other day off will be traded or exchanged for the schedule day.

All Administrative (40 hour work week - Fire Prevention/ Training) Battalion Chiefs shall receive 8 hours Holiday Pay and will receive an additional 16 hours Holiday-in-Lieu for each whole holiday. On ½ day holidays, Administrative Battalion Chiefs will receive 4 hours of Holiday Pay with no additional compensation of Holiday-in-lieu.

UNIFORM ALLOWANCE

The management employee classifications listed below shall be entitled to receive a uniform allowance which will automatically be adjusted to the same amount as the bargaining unit employees they supervise, currently:

Assistant Chief DA Investigator	\$550
Assistant Fire Chief	\$850
Assistant Sheriff	\$850
Battalion Chief	\$850
Chief District Attorney Investigator	\$550
Chief Probation Officer	\$550
Deputy Chief Probation Officer	\$550
Detentions Commander	\$850
Detentions Lieutenant	\$850
Fire Chief	\$850
Food Services Manager	\$275
Juvenile Corrections Manager	\$550
Probation Division Manager	\$550
Sheriff	\$850
Sheriff's Commander	\$850
Sheriff's Records Manager	\$275

1. All employees required to wear a uniform by the County shall receive a uniform allowance paid directly to the employee. Only the initial uniform allowance paid to employees shall be paid in a lump sum. New employees shall receive their initial allowance in the first full pay period following the date of employment. Employees who voluntarily terminate within the first 90 days after receiving their initial allowance shall be required to reimburse the County for one-half of their initial allowance. Those who voluntarily terminate during the second 90 days after receiving their initial allowance will be required to reimburse the County for one-quarter of the allowance.
2. Eligible employees who are on the regular County payroll in paid status shall receive the annual uniform allowance as follows: Employees will be paid 1/26 of the annual allowance each pay period in paid status. The uniform allowance shall not be paid for any pay period the employee is in unpaid status the entire pay period.
3. 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 Act of 2013).

SECTION V

UNREPRESENTED MANAGEMENT BENEFITS

BILINGUAL PAY

Upon the written request of a department head explaining the business necessity, the County Administrative Officer may approve bilingual pay for a management employee in the amount of \$25 per pay period when use of their bilingual skills is determined to be an essential service need. Bilingual pay shall be terminated, and a new request for bilingual compensation may be submitted, if the employee is demoted, promoted, transferred or reassigned. The decision of the County Administrative Officer regarding the granting and termination of bilingual payment shall be final and shall not be subject to appeal or grievance procedures. Employees receiving bilingual pay may be required to use their bilingual ability to assist other departments within the County. When a part-time employee is assigned bilingual duties, the bilingual pay shall be prorated. Employees who translate for more than one language are not eligible to receive additional bilingual compensation for the additional language(s).

LEGAL SPECIALIST CERTIFICATION PAY

Employees who are hired at or promoted to the Management attorney classifications at or above the III level are eligible for additional compensation as outlined below once they have acquired and maintain a State Bar of California-approved Legal Specialist Certification as a Family Law Specialist or Child Welfare Law Specialist. Certification in any other legal specialties will not be considered qualifying for Legal Specialist Certification pay.

<u>\$150 per month</u> Deputy County Counsel III	<u>\$200 per month</u> Deputy County Counsel IV Supervising Attorney – Child Adv. Supervising Attorney – Child Sup.
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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.

PUBLIC HEALTH DEPARTMENT PROFESSIONAL LICENSES

The County will reimburse, or pay, required professional license fees for unrepresented management employees in the classifications listed below (which will be monitored by the Public Health Department):

- Environmental Health Division Manager
- Nursing Division Manager
- Nutrition Services Manager
- Supervising Environmental Health Officer
- Supervising Public Health Nurse
- Physician's Assistant
- Family Practice Nurse Practitioner

SECTION VI

BASE AND TIME OF PAY

Compensation shall be paid on a bi-weekly basis within the hourly or monthly rate established for the class of position to which an individual has been appointed except where otherwise indicated in this resolution. For accounting purposes within the Auditor's Office and in the Human Resources Department, the employment records of all employees, whether paid at a monthly or hourly rate, will be maintained on an hourly basis. The first pay period shall be from Monday (starting at 0001 Monday morning) to midnight (2400) of the second Sunday thereafter. Compensation shall be payable on or before the fifth working day after the conclusion of each pay period for service rendered during the preceding pay period.

Any officer required to file an affidavit as a condition of receiving his/her salary for any one month shall not receive the final installment of his/her salary for any month until he/she has submitted to the Auditor/Controller such affidavit or affidavits as are required by law.

EFFECTIVE DATE

This Resolution shall take effect _____, except as to those items previously approved by action of the Kings County Board of Supervisors, and as to those items, the effective day shall be the date of the Board action.

The foregoing resolution was adopted upon motion by Supervisor _____, seconded by Supervisor _____, at a regular meeting held _____ by the following vote:

AYES: Supervisors
NOES: Supervisors
ABSENT: Supervisors

Craig Pederson, Chairman of the Board of Supervisors
County of Kings, State of California

WITNESS my hand and seal of said Board of Supervisors this _____ day of _____, 2021.

Clerk of said Board of Supervisors

KINGS COUNTY

RESOLUTION NUMBER 21-068

A RESOLUTION FIXING THE COMPENSATION OF OFFICERS AND EMPLOYEES OF KINGS COUNTY

APPROVED BY THE BOARD OF SUPERVISORS ON 10/26/2021
FOR PAY PERIOD 22-2021 (10/18/2021)

WHEREAS, Section 18-4 of the Code of Ordinances of Kings County authorizes that, except as otherwise provided by state law, the compensation of officers and employees shall be established by resolution of the Board of Supervisors;

NOW, THEREFORE, BE IT RESOLVED that this resolution shall be known as "THE SALARY RESOLUTION" and hereby establishes a basic salary plan for payment of all Kings County officers and employees, elective and appointive; that said salary plan provides for a bi-weekly pay period; that the basic pay plan and compensation provisions are applied herein to the several classes or positions as shown in the following sections:

BASIC SALARY SCHEDULE

SECTION I

The following basic monthly salary schedule of five step salary ranges shall apply to all full or part-time employment in the County Service for those positions assigned to salary range:

Salary Range Number	Step 1	Step 2	Step 3	Step 4	Step 5	Salary Range Number	Approximate Monthly Equivalent
125.0	12.02	12.63	13.28	13.96	14.67	125.0	2083-2543
125.5	12.08	12.69	13.35	14.03	14.74	125.5	2094-2555
126.0	12.14	12.76	13.41	14.10	14.82	126.0	2104-2569
126.5	12.20	12.82	13.48	14.17	14.89	126.5	2115-2581
127.0	12.26	12.89	13.54	14.24	14.97	127.0	2125-2595
127.5	12.32	12.95	13.61	14.31	15.04	127.5	2135-2607
128.0	12.38	13.02	13.68	14.38	15.12	128.0	2146-2621
128.5	12.44	13.09	13.75	14.45	15.20	128.5	2156-2635
129.0	12.50	13.15	13.82	14.52	15.27	129.0	2167-2647
129.5	12.56	13.22	13.89	14.59	15.35	129.5	2177-2661
130.0	12.63	13.28	13.96	14.67	15.42	130.0	2189-2673
130.5	12.69	13.35	14.03	14.74	15.50	130.5	2200-2687
131.0	12.76	13.41	14.10	14.82	15.57	131.0	2212-2699
131.5	12.82	13.48	14.17	14.89	15.65	131.5	2222-2713
132.0	12.89	13.54	14.24	14.97	15.73	132.0	2234-2727
132.5	12.95	13.61	14.31	15.04	15.81	132.5	2245-2740
133.0	13.02	13.68	14.38	15.12	15.89	133.0	2257-2754
133.5	13.09	13.75	14.45	15.20	15.97	133.5	2269-2768
134.0	13.15	13.82	14.52	15.27	16.05	134.0	2279-2782
134.5	13.22	13.89	14.59	15.35	16.13	134.5	2291-2796
135.0	13.28	13.96	14.67	15.42	16.21	135.0	2302-2810
135.5	13.35	14.03	14.74	15.50	16.29	135.5	2314-2824
136.0	13.41	14.10	14.82	15.57	16.37	136.0	2324-2837
136.5	13.48	14.17	14.89	15.65	16.45	136.5	2337-2851
137.0	13.54	14.24	14.97	15.73	16.53	137.0	2347-2865
137.5	13.61	14.31	15.04	15.81	16.61	137.5	2359-2879
138.0	13.68	14.38	15.12	15.89	16.70	138.0	2371-2895
138.5	13.75	14.45	15.20	15.97	16.78	138.5	2383-2909
139.0	13.82	14.52	15.27	16.05	16.87	139.0	2395-2924
139.5	13.89	14.59	15.35	16.13	16.95	139.5	2408-2938
140.0	13.96	14.67	15.42	16.21	17.04	140.0	2420-2954
140.5	14.03	14.74	15.50	16.29	17.13	140.5	2432-2969
141.0	14.10	14.82	15.57	16.37	17.21	141.0	2444-2983
141.5	14.17	14.89	15.65	16.45	17.30	141.5	2456-2999
142.0	14.24	14.97	15.73	16.53	17.38	142.0	2468-3013
142.5	14.31	15.04	15.81	16.61	17.47	142.5	2480-3028
143.0	14.38	15.12	15.89	16.70	17.55	143.0	2493-3042
143.5	14.45	15.20	15.97	16.78	17.64	143.5	2505-3058
144.0	14.52	15.27	16.05	16.87	17.73	144.0	2517-3073
144.5	14.59	15.35	16.13	16.95	17.82	144.5	2529-3089

Salary Range Number	Step 1	Step 2	Step 3	Step 4	Step 5	Salary Range Number	Approximate Monthly Equivalent
145.0	14.67	15.42	16.21	17.04	17.91	145.0	2543-3104
145.5	14.74	15.50	16.29	17.13	18.00	145.5	2555-3120
146.0	14.82	15.57	16.37	17.21	18.09	146.0	2569-3136
146.5	14.89	15.65	16.45	17.30	18.18	146.5	2581-3151
147.0	14.97	15.73	16.53	17.38	18.27	147.0	2595-3167
147.5	15.04	15.81	16.61	17.47	18.36	147.5	2607-3182
148.0	15.12	15.89	16.70	17.55	18.45	148.0	2621-3198
148.5	15.20	15.97	16.78	17.64	18.54	148.5	2635-3214
149.0	15.27	16.05	16.87	17.73	18.63	149.0	2647-3229
149.5	15.35	16.13	16.95	17.82	18.72	149.5	2661-3245
150.0	15.42	16.21	17.04	17.91	18.82	150.0	2673-3262
150.5	15.50	16.29	17.13	18.00	18.91	150.5	2687-3278
151.0	15.57	16.37	17.21	18.09	19.01	151.0	2699-3295
151.5	15.65	16.45	17.30	18.18	19.11	151.5	2713-3312
152.0	15.73	16.53	17.38	18.27	19.20	152.0	2727-3328
152.5	15.81	16.61	17.47	18.36	19.30	152.5	2740-3345
153.0	15.89	16.70	17.55	18.45	19.39	153.0	2754-3361
153.5	15.97	16.78	17.64	18.54	19.49	153.5	2768-3378
154.0	16.05	16.87	17.73	18.63	19.58	154.0	2782-3394
154.5	16.13	16.95	17.82	18.72	19.68	154.5	2796-3411
155.0	16.21	17.04	17.91	18.82	19.78	155.0	2810-3429
155.5	16.29	17.13	18.00	18.91	19.88	155.5	2824-3446
156.0	16.37	17.21	18.09	19.01	19.98	156.0	2837-3463
156.5	16.45	17.30	18.18	19.11	20.08	156.5	2851-3481
157.0	16.53	17.38	18.27	19.20	20.18	157.0	2865-3498
157.5	16.61	17.47	18.36	19.30	20.28	157.5	2879-3515
158.0	16.70	17.55	18.45	19.39	20.38	158.0	2895-3533
158.5	16.78	17.64	18.54	19.49	20.48	158.5	2909-3550
159.0	16.87	17.73	18.63	19.58	20.58	159.0	2924-3567
159.5	16.95	17.82	18.72	19.68	20.68	159.5	2938-3585
160.0	17.04	17.91	18.82	19.78	20.79	160.0	2954-3604
160.5	17.13	18.00	18.91	19.88	20.89	160.5	2969-3621
161.0	17.21	18.09	19.01	19.98	21.00	161.0	2983-3640
161.5	17.30	18.18	19.11	20.08	21.11	161.5	2999-3659
162.0	17.38	18.27	19.20	20.18	21.21	162.0	3013-3676
162.5	17.47	18.36	19.30	20.28	21.32	162.5	3028-3695
163.0	17.55	18.45	19.39	20.38	21.42	163.0	3042-3713
163.5	17.64	18.54	19.49	20.48	21.53	163.5	3058-3732
164.0	17.73	18.63	19.58	20.58	21.63	164.0	3073-3749
164.5	17.82	18.72	19.68	20.68	21.74	164.5	3089-3768
165.0	17.91	18.82	19.78	20.79	21.85	165.0	3104-3787
165.5	18.00	18.91	19.88	20.89	21.96	165.5	3120-3806

Salary Range Number	Step 1	Step 2	Step 3	Step 4	Step 5	Salary Range Number	Approximate Monthly Equivalent
166.0	18.09	19.01	19.98	21.00	22.07	166.0	3136-3825
166.5	18.18	19.11	20.08	21.11	22.18	166.5	3151-3845
167.0	18.27	19.20	20.18	21.21	22.29	167.0	3167-3864
167.5	18.36	19.30	20.28	21.32	22.40	167.5	3182-3883
168.0	18.45	19.39	20.38	21.42	22.51	168.0	3198-3902
168.5	18.54	19.49	20.48	21.53	22.62	168.5	3214-3921
169.0	18.63	19.58	20.58	21.63	22.74	169.0	3229-3942
169.5	18.72	19.68	20.68	21.74	22.85	169.5	3245-3961
170.0	18.82	19.78	20.79	21.85	22.97	170.0	3262-3981
170.5	18.91	19.88	20.89	21.96	23.08	170.5	3278-4001
171.0	19.01	19.98	21.00	22.07	23.20	171.0	3295-4021
171.5	19.11	20.08	21.11	22.18	23.32	171.5	3312-4042
172.0	19.20	20.18	21.21	22.29	23.43	172.0	3328-4061
172.5	19.30	20.28	21.32	22.40	23.55	172.5	3345-4082
173.0	19.39	20.38	21.42	22.51	23.66	173.0	3361-4101
173.5	19.49	20.48	21.53	22.62	23.78	173.5	3378-4122
174.0	19.58	20.58	21.63	22.74	23.90	174.0	3394-4143
174.5	19.68	20.68	21.74	22.85	24.02	174.5	3411-4163
175.0	19.78	20.79	21.85	22.97	24.14	175.0	3429-4184
175.5	19.88	20.89	21.96	23.08	24.26	175.5	3446-4205
176.0	19.98	21.00	22.07	23.20	24.38	176.0	3463-4226
176.5	20.08	21.11	22.18	23.32	24.50	176.5	3481-4247
177.0	20.18	21.21	22.29	23.43	24.62	177.0	3498-4267
177.5	20.28	21.32	22.40	23.55	24.74	177.5	3515-4288
178.0	20.38	21.42	22.51	23.66	24.87	178.0	3533-4311
178.5	20.48	21.53	22.62	23.78	24.99	178.5	3550-4332
179.0	20.58	21.63	22.74	23.90	25.12	179.0	3567-4354
179.5	20.68	21.74	22.85	24.02	25.25	179.5	3585-4377
180.0	20.79	21.85	22.97	24.14	25.37	180.0	3604-4397
180.5	20.89	21.96	23.08	24.26	25.50	180.5	3621-4420
181.0	21.00	22.07	23.20	24.38	25.62	181.0	3640-4441
181.5	21.11	22.18	23.32	24.50	25.75	181.5	3659-4463
182.0	21.21	22.29	23.43	24.62	25.88	182.0	3676-4486
182.5	21.32	22.40	23.55	24.74	26.01	182.5	3695-4508
183.0	21.42	22.51	23.66	24.87	26.14	183.0	3713-4531
183.5	21.53	22.62	23.78	24.99	26.27	183.5	3732-4553
184.0	21.63	22.74	23.90	25.12	26.40	184.0	3749-4576
184.5	21.74	22.85	24.02	25.25	26.53	184.5	3768-4599
185.0	21.85	22.97	24.14	25.37	26.66	185.0	3787-4621
185.5	21.96	23.08	24.26	25.50	26.79	185.5	3806-4644
186.0	22.07	23.20	24.38	25.62	26.93	186.0	3825-4668
186.5	22.18	23.32	24.50	25.75	27.06	186.5	3845-4690

Salary Range Number	Step 1	Step 2	Step 3	Step 4	Step 5	Salary Range Number	Approximate Monthly Equivalent
187.0	22.29	23.43	24.62	25.88	27.20	187.0	3864-4715
187.5	22.40	23.55	24.74	26.01	27.34	187.5	3883-4739
188.0	22.51	23.66	24.87	26.14	27.47	188.0	3902-4761
188.5	22.62	23.78	24.99	26.27	27.61	188.5	3921-4786
189.0	22.74	23.90	25.12	26.40	27.74	189.0	3942-4808
189.5	22.85	24.02	25.25	26.53	27.88	189.5	3961-4833
190.0	22.97	24.14	25.37	26.66	28.02	190.0	3981-4857
190.5	23.08	24.26	25.50	26.79	28.16	190.5	4001-4881
191.0	23.20	24.38	25.62	26.93	28.30	191.0	4021-4905
191.5	23.32	24.50	25.75	27.06	28.44	191.5	4042-4930
192.0	23.43	24.62	25.88	27.20	28.58	192.0	4061-4954
192.5	23.55	24.74	26.01	27.34	28.72	192.5	4082-4978
193.0	23.66	24.87	26.14	27.47	28.87	193.0	4101-5004
193.5	23.78	24.99	26.27	27.61	29.01	193.5	4122-5028
194.0	23.90	25.12	26.40	27.74	29.16	194.0	4143-5054
194.5	24.02	25.25	26.53	27.88	29.31	194.5	4163-5080
195.0	24.14	25.37	26.66	28.02	29.45	195.0	4184-5105
195.5	24.26	25.50	26.79	28.16	29.60	195.5	4205-5131
196.0	24.38	25.62	26.93	28.30	29.74	196.0	4226-5155
196.5	24.50	25.75	27.06	28.44	29.89	196.5	4247-5181
197.0	24.62	25.88	27.20	28.58	30.04	197.0	4267-5207
197.5	24.74	26.01	27.34	28.72	30.19	197.5	4288-5233
198.0	24.87	26.14	27.47	28.87	30.34	198.0	4311-5259
198.5	24.99	26.27	27.61	29.01	30.49	198.5	4332-5285
199.0	25.12	26.40	27.74	29.16	30.64	199.0	4354-5311
199.5	25.25	26.53	27.88	29.31	30.79	199.5	4377-5337
200.0	25.37	26.66	28.02	29.45	30.95	200.0	4397-5365
200.5	25.50	26.79	28.16	29.60	31.10	200.5	4420-5391
201.0	25.62	26.93	28.30	29.74	31.26	201.0	4441-5418
201.5	25.75	27.06	28.44	29.89	31.42	201.5	4463-5446
202.0	25.88	27.20	28.58	30.04	31.57	202.0	4486-5472
202.5	26.01	27.34	28.72	30.19	31.73	202.5	4508-5500
203.0	26.14	27.47	28.87	30.34	31.89	203.0	4531-5528
203.5	26.27	27.61	29.01	30.49	32.05	203.5	4553-5555
204.0	26.40	27.74	29.16	30.64	32.21	204.0	4576-5583
204.5	26.53	27.88	29.31	30.79	32.37	204.5	4599-5611
205.0	26.66	28.02	29.45	30.95	32.53	205.0	4621-5639
205.5	26.79	28.16	29.60	31.10	32.69	205.5	4644-5666
206.0	26.93	28.30	29.74	31.26	32.86	206.0	4668-5696
206.5	27.06	28.44	29.89	31.42	33.02	206.5	4690-5723
207.0	27.20	28.58	30.04	31.57	33.19	207.0	4715-5753
207.5	27.34	28.72	30.19	31.73	33.36	207.5	4739-5782

Salary Range Number	Step 1	Step 2	Step 3	Step 4	Step 5	Salary Range Number	Approximate Monthly Equivalent
208.0	27.47	28.87	30.34	31.89	33.52	208.0	4761-5810
208.5	27.61	29.01	30.49	32.05	33.69	208.5	4786-5840
209.0	27.74	29.16	30.64	32.21	33.86	209.0	4808-5869
209.5	27.88	29.31	30.79	32.37	34.03	209.5	4833-5899
210.0	28.02	29.45	30.95	32.53	34.20	210.0	4857-5928
210.5	28.16	29.60	31.10	32.69	34.37	210.5	4881-5957
211.0	28.30	29.74	31.26	32.86	34.54	211.0	4905-5987
211.5	28.44	29.89	31.42	33.02	34.71	211.5	4930-6016
212.0	28.58	30.04	31.57	33.19	34.89	212.0	4954-6048
212.5	28.72	30.19	31.73	33.36	35.06	212.5	4978-6077
213.0	28.87	30.34	31.89	33.52	35.24	213.0	5004-6108
213.5	29.01	30.49	32.05	33.69	35.42	213.5	5028-6139
214.0	29.16	30.64	32.21	33.86	35.59	214.0	5054-6169
214.5	29.31	30.79	32.37	34.03	35.77	214.5	5080-6200
215.0	29.45	30.95	32.53	34.20	35.95	215.0	5105-6231
215.5	29.60	31.10	32.69	34.37	36.13	215.5	5131-6263
216.0	29.74	31.26	32.86	34.54	36.31	216.0	5155-6294
216.5	29.89	31.42	33.02	34.71	36.49	216.5	5181-6325
217.0	30.04	31.57	33.19	34.89	36.67	217.0	5207-6356
217.5	30.19	31.73	33.36	35.06	36.85	217.5	5233-6387
218.0	30.34	31.89	33.52	35.24	37.04	218.0	5259-6420
218.5	30.49	32.05	33.69	35.42	37.23	218.5	5285-6453
219.0	30.64	32.21	33.86	35.59	37.41	219.0	5311-6484
219.5	30.79	32.37	34.03	35.77	37.60	219.5	5337-6517
220.0	30.95	32.53	34.20	35.95	37.78	220.0	5365-6549
220.5	31.10	32.69	34.37	36.13	37.97	220.5	5391-6581
221.0	31.26	32.86	34.54	36.31	38.16	221.0	5418-6614
221.5	31.42	33.02	34.71	36.49	38.35	221.5	5446-6647
222.0	31.57	33.19	34.89	36.67	38.54	222.0	5472-6680
222.5	31.73	33.36	35.06	36.85	38.73	222.5	5500-6713
223.0	31.89	33.52	35.24	37.04	38.93	223.0	5528-6748
223.5	32.05	33.69	35.42	37.23	39.12	223.5	5555-6781
224.0	32.21	33.86	35.59	37.41	39.32	224.0	5583-6815
224.5	32.37	34.03	35.77	37.60	39.52	224.5	5611-6850
225.0	32.53	34.20	35.95	37.78	39.71	225.0	5639-6883
225.5	32.69	34.37	36.13	37.97	39.91	225.5	5666-6918
226.0	32.86	34.54	36.31	38.16	40.11	226.0	5696-6952
226.5	33.02	34.71	36.49	38.35	40.31	226.5	5723-6987
227.0	33.19	34.89	36.67	38.54	40.51	227.0	5753-7022
227.5	33.36	35.06	36.85	38.73	40.71	227.5	5782-7056
228.0	33.52	35.24	37.04	38.93	40.92	228.0	5810-7093
228.5	33.69	35.42	37.23	39.12	41.12	228.5	5840-7127

Salary Range Number	Step 1	Step 2	Step 3	Step 4	Step 5	Salary Range Number	Approximate Monthly Equivalent
229.0	33.86	35.59	37.41	39.32	41.33	229.0	5869-7164
229.5	34.03	35.77	37.60	39.52	41.54	229.5	5899-7200
230.0	34.20	35.95	37.78	39.71	41.74	230.0	5928-7235
230.5	34.37	36.13	37.97	39.91	41.95	230.5	5957-7271
231.0	34.54	36.31	38.16	40.11	42.16	231.0	5987-7308
231.5	34.71	36.49	38.35	40.31	42.37	231.5	6016-7344
232.0	34.89	36.67	38.54	40.51	42.58	232.0	6048-7381
232.5	35.06	36.85	38.73	40.71	42.79	232.5	6077-7417
233.0	35.24	37.04	38.93	40.92	43.01	233.0	6108-7455
233.5	35.42	37.23	39.12	41.12	43.23	233.5	6139-7493
234.0	35.59	37.41	39.32	41.33	43.44	234.0	6169-7530
234.5	35.77	37.60	39.52	41.54	43.66	234.5	6200-7568
235.0	35.95	37.78	39.71	41.74	43.87	235.0	6231-7604
235.5	36.13	37.97	39.91	41.95	44.09	235.5	6263-7642
236.0	36.31	38.16	40.11	42.16	44.31	236.0	6294-7680
236.5	36.49	38.35	40.31	42.37	44.53	236.5	6325-7719
237.0	36.67	38.54	40.51	42.58	44.75	237.0	6356-7757
237.5	36.85	38.73	40.71	42.79	44.97	237.5	6387-7795
238.0	37.04	38.93	40.92	43.01	45.20	238.0	6420-7835
238.5	37.23	39.12	41.12	43.23	45.43	238.5	6453-7875
239.0	37.41	39.32	41.33	43.44	45.65	239.0	6484-7913
239.5	37.60	39.52	41.54	43.66	45.88	239.5	6517-7953
240.0	37.78	39.71	41.74	43.87	46.11	240.0	6549-7992
240.5	37.97	39.91	41.95	44.09	46.34	240.5	6581-8032
241.0	38.16	40.11	42.16	44.31	46.57	241.0	6614-8072
241.5	38.35	40.31	42.37	44.53	46.80	241.5	6647-8112
242.0	38.54	40.51	42.58	44.75	47.04	242.0	6680-8154
242.5	38.73	40.71	42.79	44.97	47.28	242.5	6713-8195
243.0	38.93	40.92	43.01	45.20	47.51	243.0	6748-8235
243.5	39.12	41.12	43.23	45.43	47.75	243.5	6781-8277
244.0	39.32	41.33	43.44	45.65	47.99	244.0	6815-8318
244.5	39.52	41.54	43.66	45.88	48.23	244.5	6850-8360
245.0	39.71	41.74	43.87	46.11	48.47	245.0	6883-8401
245.5	39.91	41.95	44.09	46.34	48.71	245.5	6918-8443
246.0	40.11	42.16	44.31	46.57	48.95	246.0	6952-8485
246.5	40.31	42.37	44.53	46.80	49.19	246.5	6987-8526
247.0	40.51	42.58	44.75	47.04	49.44	247.0	7022-8570
247.5	40.71	42.79	44.97	47.28	49.69	247.5	7056-8613
248.0	40.92	43.01	45.20	47.51	49.93	248.0	7093-8655
248.5	41.12	43.23	45.43	47.75	50.18	248.5	7127-8698
249.0	41.33	43.44	45.65	47.99	50.43	249.0	7164-8741
249.5	41.54	43.66	45.88	48.23	50.68	249.5	7200-8785

Salary Range Number	Step 1	Step 2	Step 3	Step 4	Step 5	Salary Range Number	Approximate Monthly Equivalent
250.0	41.74	43.87	46.11	48.47	50.93	250.0	7235-8828
250.5	41.95	44.09	46.34	48.71	51.18	250.5	7271-8871
251.0	42.16	44.31	46.57	48.95	51.44	251.0	7308-8916
251.5	42.37	44.53	46.80	49.19	51.70	251.5	7344-8961
252.0	42.58	44.75	47.04	49.44	51.95	252.0	7381-9005
252.5	42.79	44.97	47.28	49.69	52.21	252.5	7417-9050
253.0	43.01	45.20	47.51	49.93	52.47	253.0	7455-9095
253.5	43.23	45.43	47.75	50.18	52.73	253.5	7493-9140
254.0	43.44	45.65	47.99	50.43	52.99	254.0	7530-9185
254.5	43.66	45.88	48.23	50.68	53.25	254.5	7568-9230
255.0	43.87	46.11	48.47	50.93	53.52	255.0	7604-9277
255.5	44.09	46.34	48.71	51.18	53.79	255.5	7642-9324
256.0	44.31	46.57	48.95	51.44	54.06	256.0	7680-9370
256.5	44.53	46.80	49.19	51.70	54.33	256.5	7719-9417
257.0	44.75	47.04	49.44	51.95	54.60	257.0	7757-9464
257.5	44.97	47.28	49.69	52.21	54.87	257.5	7795-9511
258.0	45.20	47.51	49.93	52.47	55.15	258.0	7835-9559
258.5	45.43	47.75	50.18	52.73	55.43	258.5	7875-9608
259.0	45.65	47.99	50.43	52.99	55.70	259.0	7913-9655
259.5	45.88	48.23	50.68	53.25	55.98	259.5	7953-9703
260.0	46.11	48.47	50.93	53.52	56.26	260.0	7992-9752
260.5	46.34	48.71	51.18	53.79	56.54	260.5	8032-9800
261.0	46.57	48.95	51.44	54.06	56.82	261.0	8072-9849
261.5	46.80	49.19	51.70	54.33	57.10	261.5	8112-9897
262.0	47.04	49.44	51.95	54.60	57.39	262.0	8154-9948
262.5	47.28	49.69	52.21	54.87	57.68	262.5	8195-9998
263.0	47.51	49.93	52.47	55.15	57.96	263.0	8235-10046
263.5	47.75	50.18	52.73	55.43	58.25	263.5	8277-10097
264.0	47.99	50.43	52.99	55.70	58.54	264.0	8318-10147
264.5	48.23	50.68	53.25	55.98	58.83	264.5	8360-10197
265.0	48.47	50.93	53.52	56.26	59.13	265.0	8401-10249
265.5	48.71	51.18	53.79	56.54	59.43	265.5	8443-10301
266.0	48.95	51.44	54.06	56.82	59.72	266.0	8485-10351
266.5	49.19	51.70	54.33	57.10	60.02	266.5	8526-10403
267.0	49.44	51.95	54.60	57.39	60.32	267.0	8570-10455
267.5	49.69	52.21	54.87	57.68	60.62	267.5	8613-10507
268.0	49.93	52.47	55.15	57.96	60.92	268.0	8655-10559
268.5	50.18	52.73	55.43	58.25	61.22	268.5	8698-10611
269.0	50.43	52.99	55.70	58.54	61.53	269.0	8741-10665
269.5	50.68	53.25	55.98	58.83	61.84	269.5	8785-10719
270.0	50.93	53.52	56.26	59.13	62.15	270.0	8828-10773
270.5	51.18	53.79	56.54	59.43	62.46	270.5	8871-10826

Salary Range Number	Step 1	Step 2	Step 3	Step 4	Step 5	Salary Range Number	Approximate Monthly Equivalent
271.0	51.44	54.06	56.82	59.72	62.77	271.0	8916-10880
271.5	51.70	54.33	57.10	60.02	63.08	271.5	8961-10934
272.0	51.95	54.60	57.39	60.32	63.40	272.0	9005-10989
272.5	52.21	54.87	57.68	60.62	63.72	272.5	9050-11045
273.0	52.47	55.15	57.96	60.92	64.03	273.0	9095-11099
273.5	52.73	55.43	58.25	61.22	64.35	273.5	9140-11154
274.0	52.99	55.70	58.54	61.53	64.67	274.0	9185-11209
274.5	53.25	55.98	58.83	61.84	64.99	274.5	9230-11265
275.0	53.52	56.26	59.13	62.15	65.32	275.0	9277-11322
275.5	53.79	56.54	59.43	62.46	65.65	275.5	9324-11379
276.0	54.06	56.82	59.72	62.77	65.97	276.0	9370-11435
276.5	54.33	57.10	60.02	63.08	66.30	276.5	9417-11492
277.0	54.60	57.39	60.32	63.40	66.63	277.0	9464-11549
277.5	54.87	57.68	60.62	63.72	66.96	277.5	9511-11606
278.0	55.15	57.96	60.92	64.03	67.30	278.0	9559-11665
278.5	55.43	58.25	61.22	64.35	67.64	278.5	9608-11724
279.0	55.70	58.54	61.53	64.67	67.97	279.0	9655-11781
279.5	55.98	58.83	61.84	64.99	68.31	279.5	9703-11840
280.0	56.26	59.13	62.15	65.32	68.65	280.0	9752-11899
280.5	56.54	59.43	62.46	65.65	68.99	280.5	9800-11958
281.0	56.82	59.72	62.77	65.97	69.34	281.0	9849-12019
281.5	57.10	60.02	63.08	66.30	69.69	281.5	9897-12080
282.0	57.39	60.32	63.40	66.63	70.03	282.0	9948-12139
282.5	57.68	60.62	63.72	66.96	70.38	282.5	9998-12199
283.0	57.96	60.92	64.03	67.30	70.73	283.0	10046-12260
283.5	58.25	61.22	64.35	67.64	71.08	283.5	10097-12321
284.0	58.54	61.53	64.67	67.97	71.44	284.0	10147-12383
284.5	58.83	61.84	64.99	68.31	71.80	284.5	10197-12445
285.0	59.13	62.15	65.32	68.65	72.15	285.0	10249-12506
285.5	59.43	62.46	65.65	68.99	72.51	285.5	10301-12568
286.0	59.72	62.77	65.97	69.34	72.87	286.0	10351-12631
286.5	60.02	63.08	66.30	69.69	73.23	286.5	10403-12693
287.0	60.32	63.40	66.63	70.03	73.60	287.0	10455-12757
287.5	60.62	63.72	66.96	70.38	73.97	287.5	10507-12821
288.0	60.92	64.03	67.30	70.73	74.34	288.0	10559-12886
288.5	61.22	64.35	67.64	71.08	74.71	288.5	10611-12950
289.0	61.53	64.67	67.97	71.44	75.08	289.0	10665-13014
289.5	61.84	64.99	68.31	71.80	75.46	289.5	10719-13080
290.0	62.15	65.32	68.65	72.15	75.83	290.0	10773-13144
290.5	62.46	65.65	68.99	72.51	76.21	290.5	10826-13210
291.0	62.77	65.97	69.34	72.87	76.59	291.0	10880-13276
291.5	63.08	66.30	69.69	73.23	76.97	291.5	10934-13341

Salary Range Number	Step 1	Step 2	Step 3	Step 4	Step 5	Salary Range Number	Approximate Monthly Equivalent
292.0	63.40	66.63	70.03	73.60	77.36	292.0	10989-13409
292.5	63.72	66.96	70.38	73.97	77.75	292.5	11045-13477
293.0	64.03	67.30	70.73	74.34	78.13	293.0	11099-13543
293.5	64.35	67.64	71.08	74.71	78.52	293.5	11154-13610
294.0	64.67	67.97	71.44	75.08	78.91	294.0	11209-13678
294.5	64.99	68.31	71.80	75.46	79.30	294.5	11265-13745
295.0	65.32	68.65	72.15	75.83	79.70	295.0	11322-13815
295.5	65.65	68.99	72.51	76.21	80.10	295.5	11379-13884
296.0	65.97	69.34	72.87	76.59	80.50	296.0	11435-13953
296.5	66.30	69.69	73.23	76.97	80.90	296.5	11492-14023
297.0	66.63	70.03	73.60	77.36	81.31	297.0	11549-14094
297.5	66.96	70.38	73.97	77.75	81.72	297.5	11606-14165
298.0	67.30	70.73	74.34	78.13	82.12	298.0	11665-14234
298.5	67.64	71.08	74.71	78.52	82.53	298.5	11724-14305
299.0	67.97	71.44	75.08	78.91	82.94	299.0	11781-14376
299.5	68.31	71.80	75.46	79.30	83.35	299.5	11840-14447
300.0	68.65	72.15	75.83	79.70	83.77	300.0	11899-14520
300.5	68.99	72.51	76.21	80.10	84.19	300.5	11958-14593
301.0	69.34	72.87	76.59	80.50	84.61	301.0	12019-14666
301.5	69.69	73.23	76.97	80.90	85.03	301.5	12080-14739
302.0	70.03	73.60	77.36	81.31	85.46	302.0	12139-14813
302.5	70.38	73.97	77.75	81.72	85.89	302.5	12199-14888
303.0	70.73	74.34	78.13	82.12	86.31	303.0	12260-14960
303.5	71.08	74.71	78.52	82.53	86.74	303.5	12321-15035
304.0	71.44	75.08	78.91	82.94	87.17	304.0	12383-15109
304.5	71.80	75.46	79.30	83.35	87.61	304.5	12445-15186
305.0	72.15	75.83	79.70	83.77	88.04	305.0	12506-15260
305.5	72.51	76.21	80.10	84.19	88.48	305.5	12568-15337
306.0	72.87	76.59	80.50	84.61	88.92	306.0	12631-15413
306.5	73.23	76.97	80.90	85.03	89.36	306.5	12693-15489
307.0	73.60	77.36	81.31	85.46	89.81	307.0	12757-15567
307.5	73.97	77.75	81.72	85.89	90.26	307.5	12821-15645
308.0	74.34	78.13	82.12	86.31	90.71	308.0	12886-15723
308.5	74.71	78.52	82.53	86.74	91.16	308.5	12950-15801
309.0	75.08	78.91	82.94	87.17	91.62	309.0	13014-15881
309.5	75.46	79.30	83.35	87.61	92.08	309.5	13080-15961
310.0	75.83	79.70	83.77	88.04	92.54	310.0	13144-16040
310.5	76.21	80.10	84.19	88.48	93.00	310.5	13210-16120
311.0	76.59	80.50	84.61	88.92	93.47	311.0	13276-16201

SECTION II - General Employees**CLASSES ASSIGNED TO SALARY RANGE NUMBERS**

The following classes are hereby assigned to the salary ranges in the basic salary schedule which are designated opposite the class titles as shown below.

Code	Class Title	Effective Salary Range Number	9/6/2021 Approx. Monthly Salary	Effective Salary Range Number	7/11/2022 Approx. Monthly Salary	Effective Salary Range Number	7/10/2023 Approx. Monthly Salary	Effective Salary Range Number	7/6/2024 Approx. Monthly Salary
C06	Account Clerk I**	147.5	2607-3182	147.5	2607-3182	148.5	2635-3214	149.5	2661-3245
C05	Account Clerk II**	157.5	2879-3515	157.5	2879-3515	158.5	2909-3550	159.5	2938-3585
C04	Account Clerk III**	167.5	3182-3883	167.5	3182-3883	168.5	3214-3921	169.5	3245-3961
B13	Accountant I	206.0	4668-5696	209.0	4808-5869	210.0	4857-5928	211.0	4905-5987
B02	Accountant II	216.0	5155-6294	219.0	5311-6484	220.0	5365-6549	221.0	5418-6614
C85	Accounting Assistant	166.0	3136-3825	169.0	3229-3942	170.0	3262-3981	171.0	3295-4021
E57	Accounting Specialist – Treasury Ops	206.0	4668-5696	209.0	4808-5869	210.0	4857-5928	211.0	4905-5987
E03	Accounting Technician	176.0	3463-4226	179.0	3567-4354	180.0	3604-4397	181.0	3640-4441
N02	Ag & Standards Aide	162.0	3013-3676	165.0	3104-3787	166.0	3136-3825	167.0	3167-3864
N04	Ag & Standards Inspector I	184.0	3749-4576	187.0	3864-4715	188.0	3902-4761	189.0	3942-4808
N03	Ag & Standards Inspector II	199.0	4354-5311	202.0	4486-5472	203.0	4531-5528	204.0	4576-5583
N05	Ag & Standards Inspector III	214.0	5054-6169	217.0	5207-6356	218.0	5259-6420	219.0	5311-6484
N33	Ag Computer Systems Coordinator	202.0	4486-5472	205.0	4621-5639	206.0	4668-5696	207.0	4715-5753
N16	Ag Research Assistant	175.0	3429-4184	178.0	3533-4311	179.0	3567-4354	180.0	3604-4397
N14	Animal Control Officer I	155.0	2810-3429	158.0	2895-3533	159.0	2924-3567	160.0	2954-3604
N13	Animal Control Officer II	165.0	3104-3787	168.0	3198-3902	169.0	3229-3942	170.0	3262-3981
N20	Animal Control Officer III	175.0	3429-4184	178.0	3533-4311	179.0	3567-4354	180.0	3604-4397
N31	Animal Services Outreach Coordinator	174.5	3411-4163	177.5	3515-4288	178.5	3550-4332	179.5	3585-4377
N37	Animal Shelter Technician I	145.0	2543-3104	148.0	2621-3198	149.0	2647-3229	150.0	2673-3262
N36	Animal Shelter Technician II	155.0	2810-3429	158.0	2895-3533	159.0	2924-3567	160.0	2954-3604
B19	Appraiser I	183.0	3713-4531	186.0	3825-4668	187.0	3864-4715	188.0	3902-4761
B18	Appraiser II	198.0	4311-5259	201.0	4441-5418	202.0	4486-5472	203.0	4531-5528
B31	Appraiser III	212.0	4954-6048	215.0	5105-6231	216.0	5155-6294	217.0	5207-6356
E71	Assessment Specialist I	152.0	2727-3328	155.0	2810-3429	156.0	2837-3463	157.0	2865-3498
E72	Assessment Specialist II	162.0	3013-3676	165.0	3104-3787	166.0	3136-3825	167.0	3167-3864
E73	Assessment Specialist III	172.0	3328-4061	175.0	3429-4184	176.0	3463-4226	177.0	3498-4267
B17	Auditor-Appraiser I	189.0	3942-4808	192.0	4061-4954	193.0	4101-5004	194.0	4143-5054
B16	Auditor-Appraiser II	204.0	4576-5583	207.0	4715-5753	208.0	4761-5810	209.0	4808-5869
B34	Auditor-Appraiser III	219.0	5311-6484	222.0	5472-6680	223.0	5528-6748	224.0	5583-6815
P78	Behavioral Health Services Assistant I	150.5	2687-3278	153.5	2768-3378	154.5	2796-3411	155.5	2824-3446
P79	Behavioral Health Services Assistant II	160.5	2969-3621	163.5	3058-3732	164.5	3089-3768	165.5	3120-3806
E05	Building & Planning Aide I	155.5	2824-3446	158.5	2909-3550	159.5	2938-3585	160.5	2969-3621
E06	Building & Planning Aide II	174.5	3411-4163	177.5	3515-4288	178.5	3550-4332	179.5	3585-4377
N07	Building Inspector I	191.5	4042-4930	194.5	4163-5080	195.5	4205-5131	196.5	4247-5181
N17	Building Inspector II	201.5	4463-5446	204.5	4599-5611	205.5	4644-5666	206.5	4690-5723
N08	Building Inspector III	211.5	4930-6016	214.5	5080-6200	215.5	5131-6263	216.5	5181-6325
N09	Building Inspector IV	221.5	5446-6647	224.5	5611-6850	225.5	5666-6918	226.5	5723-6987
B90	Business Applications Specialist	218.0	5259-6420	221.0	5418-6614	222.0	5472-6680	223.0	5528-6748
E22	Cadastral G.I.S. Technician I	178.0	3533-4311	181.0	3640-4441	182.0	3676-4486	183.0	3713-4531
E28	Cadastral G.I.S. Technician II	188.0	3902-4761	191.0	4021-4905	192.0	4061-4954	193.0	4101-5004
E29	Cadastral G.I.S. Technician III	203.0	4531-5528	206.0	4668-5696	207.0	4715-5753	208.0	4761-5810
P94	Case Review Officer	225.0	5639-6883	228.0	5810-7093	229.0	5869-7164	230.0	5928-7235
C30	Central Services Operator I	146.5	2581-3151	149.5	2661-3245	150.5	2687-3278	151.5	2713-3312
C31	Central Services Operator II	156.5	2851-3481	159.5	2938-3585	160.5	2969-3621	161.5	2999-3659
H47	CHI Case Manager	166.5	3151-3845	169.5	3245-3961	170.5	3278-4001	171.5	3312-4042
I07	Child Health Counselor	161.0	2983-3640	164.0	3073-3749	165.0	3104-3787	166.0	3136-3825
P47	Child Support Assistant	154.5	2796-3411	157.5	2879-3515	158.5	2909-3550	159.5	2938-3585
P45	Child Support Specialist I	159.5	2938-3585	162.5	3028-3695	163.5	3058-3732	164.5	3089-3768
P27	Child Support Specialist II	169.5	3245-3961	172.5	3345-4082	173.5	3378-4122	174.5	3411-4163
P26	Child Support Specialist III	179.5	3585-4377	182.5	3695-4508	183.5	3732-4553	184.5	3768-4599
C48	Children’s Medical Services Worker	161.0	2983-3640	164.0	3073-3749	165.0	3104-3787	166.0	3136-3825
C72	Clerk-Recorder Specialist I	149.5	2661-3245	152.5	2740-3345	153.5	2768-3378	154.5	2796-3411
C71	Clerk-Recorder Specialist II	159.5	2938-3585	162.5	3028-3695	163.5	3058-3732	164.5	3089-3768
C70	Clerk-Recorder Specialist III	169.5	3245-3961	172.5	3345-4082	173.5	3378-4122	174.5	3411-4163
H25	Clinical Laboratory Technologist	200.5	4420-5391	203.5	4553-5555	204.5	4599-5611	205.5	4644-5666
E45	Code Compliance Specialist I	191.5	4042-4930	194.5	4163-5080	195.5	4205-5131	196.5	4247-5181
E44	Code Compliance Specialist II	201.5	4463-5446	204.5	4599-5611	205.5	4644-5666	206.5	4690-5723
E41	Code Compliance Specialist III	211.5	4930-6016	214.5	5080-6200	215.5	5131-6263	216.5	5181-6325
C65	Collections Assistant	166.0	3136-3825	169.0	3229-3942	170.0	3262-3981	171.0	3295-4021
C61	Collector-Tax	176.0	3463-4226	179.0	3567-4354	180.0	3604-4397	181.0	3640-4441
I01	Community Health Aide I**	147.5	2607-3182	147.5	2607-3182	148.5	2635-3214	149.5	2661-3245
I02	Community Health Aide II**	157.5	2879-3515	157.5	2879-3515	158.5	2909-3550	159.5	2938-3585
I04	Community Health Aide III**	167.5	3182-3883	167.5	3182-3883	168.5	3214-3921	169.5	3245-3961
E67	Community Outreach Specialist	189.5	3961-4833	192.5	4082-4978	193.5	4122-5028	194.5	4163-5080
B80	Computer Forensics Specialist I	198.0	4311-5259	201.0	4441-5418	202.0	4486-5472	203.0	4531-5528
B79	Computer Forensics Specialist II	213.0	5004-6108	216.0	5155-6294	217.0	5207-6356	218.0	5259-6420
B60	Computer Support Technician I	189.0	3942-4808	192.0	4061-4954	193.0	4101-5004	194.0	4143-5054
B59	Computer Support Technician II	199.0	4354-5311	202.0	4486-5472	203.0	4531-5528	204.0	4576-5583

SECTION II - General Employees**CLASSES ASSIGNED TO SALARY RANGE NUMBERS**

The following classes are hereby assigned to the salary ranges in the basic salary schedule which are designated opposite the class titles as shown below.

Code	Class Title	Effective Salary Range Number	9/6/2021 Approx. Monthly Salary	Effective Salary Range Number	7/11/2022 Approx. Monthly Salary	Effective Salary Range Number	7/10/2023 Approx. Monthly Salary	Effective Salary Range Number	7/6/2024 Approx. Monthly Salary
H06	County Health Nurse I	211.0	4905-5987	214.0	5054-6169	215.0	5105-6231	216.0	5155-6294
H05	County Health Nurse II	221.0	5418-6614	224.0	5583-6815	225.0	5639-6883	226.0	5696-6952
E13	County Surveyor	237.0	6356-7757	240.0	6549-7992	241.0	6614-8072	242.0	6680-8154
B94	Crime Data Analyst	218.0	5259-6420	221.0	5418-6614	222.0	5472-6680	223.0	5528-6748
B88	Database Administrator	251.5	7344-8961	254.5	7568-9230	255.5	7642-9324	256.5	7719-9417
B93	Database Analyst I	212.5	4978-6077	215.5	5131-6263	216.5	5181-6325	217.5	5233-6387
B92	Database Analyst II	227.5	5782-7056	230.5	5957-7271	231.5	6016-7344	232.5	6077-7417
B91	Database Analyst III	237.5	6387-7795	240.5	6581-8032	241.5	6647-8112	242.5	6713-8195
C83	Department Specialist I**	147.5	2607-3182	147.5	2607-3182	148.5	2635-3214	149.5	2661-3245
C82	Department Specialist II**	157.5	2879-3515	157.5	2879-3515	158.5	2909-3550	159.5	2938-3585
C81	Department Specialist III**	167.5	3182-3883	167.5	3182-3883	168.5	3214-3921	169.5	3245-3961
P40	Deputy Public Guardian	191.0	4021-4905	194.0	4143-5054	195.0	4184-5105	196.0	4226-5155
M26	Deputy Sheriff Cadet	183.0	3713-4531	186.0	3825-4668	187.0	3864-4715	188.0	3902-4761
H28	Dietitian	206.0	4668-5696	209.0	4808-5869	210.0	4857-5928	211.0	4905-5987
C26	Elections Specialist I	153.0	2754-3361	156.0	2837-3463	157.0	2865-3498	158.0	2895-3533
C25	Elections Specialist II	163.0	3042-3713	166.0	3136-3825	167.0	3167-3864	168.0	3198-3902
C24	Elections Specialist III	173.0	3361-4101	176.0	3463-4226	177.0	3498-4267	178.0	3533-4311
P16	Eligibility Worker I	159.0	2924-3567	162.0	3013-3676	163.0	3042-3713	164.0	3073-3749
P17	Eligibility Worker II	169.0	3229-3942	172.0	3328-4061	173.0	3361-4101	174.0	3394-4143
P32	Eligibility Worker III	179.0	3567-4354	182.0	3676-4486	183.0	3713-4531	184.0	3749-4576
E38	Emergency Dispatcher I	174.0	3394-4143	177.0	3498-4267	178.0	3533-4311	179.0	3567-4354
E37	Emergency Dispatcher II	184.0	3749-4576	187.0	3864-4715	188.0	3902-4761	189.0	3942-4808
C99	Emergency Services Specialist	159.0	2924-3567	162.0	3013-3676	163.0	3042-3713	164.0	3073-3749
P65	Employment & Training Technician I	170.0	3262-3981	173.0	3361-4101	174.0	3394-4143	175.0	3429-4184
P22	Employment & Training Technician II	180.0	3604-4397	183.0	3713-4531	184.0	3749-4576	185.0	3787-4621
P07	Employment & Training Worker I	170.0	3262-3981	173.0	3361-4101	174.0	3394-4143	175.0	3429-4184
P08	Employment & Training Worker II	180.0	3604-4397	183.0	3713-4531	184.0	3749-4576	185.0	3787-4621
P09	Employment & Training Worker III	190.0	3981-4857	193.0	4101-5004	194.0	4143-5054	195.0	4184-5105
E08	Engineer I (Civil)	212.5	4978-6077	215.5	5131-6263	216.5	5181-6325	217.5	5233-6387
E09	Engineer II (Civil)	227.5	5782-7056	230.5	5957-7271	231.5	6016-7344	232.5	6077-7417
E10	Engineer III (Civil)	237.5	6387-7795	240.5	6581-8032	241.5	6647-8112	242.5	6713-8195
E17	Engineering Technician I	184.5	3768-4599	187.5	3883-4739	188.5	3921-4786	189.5	3961-4833
E18	Engineering Technician II	200.0	4397-5365	203.0	4531-5528	204.0	4576-5583	205.0	4621-5639
N12	Environmental Health Officer I	191.0	4021-4905	194.0	4143-5054	195.0	4184-5105	196.0	4226-5155
N11	Environmental Health Officer II	201.0	4441-5418	204.0	4576-5583	205.0	4621-5639	206.0	4668-5696
N19	Environmental Health Officer III	211.0	4905-5987	214.0	5054-6169	215.0	5105-6231	216.0	5155-6294
N10	Environmental Health Officer IV	221.0	5418-6614	224.0	5583-6815	225.0	5639-6883	226.0	5696-6952
M24	Evidence Technician	179.0	3567-4354	182.0	3676-4486	183.0	3713-4531	184.0	3749-4576
P56	Family Resource Assistant	157.0	2865-3498	160.0	2954-3604	161.0	2983-3640	162.0	3013-3676
P57	Family Resource Coordinator	177.0	3498-4267	180.0	3604-4397	181.0	3640-4441	182.0	3676-4486
E62	Finance Specialist	189.0	3942-4808	192.0	4061-4954	193.0	4101-5004	194.0	4143-5054
M48	Fingerprint Technician I	169.0	3229-3942	172.0	3328-4061	173.0	3361-4101	174.0	3394-4143
M47	Fingerprint Technician II	179.0	3567-4354	182.0	3676-4486	183.0	3713-4531	184.0	3749-4576
K25	Fire Equipment Supply Specialist	185.0	3787-4621	188.0	3902-4761	189.0	3942-4808	190.0	3981-4857
K26	Fire Equipment Supply Trainee	165.0	3104-3787	168.0	3198-3902	169.0	3229-3942	170.0	3262-3981
E47	First 5 Resource Specialist	167.0	3167-3864	170.0	3262-3981	171.0	3295-4021	172.0	3328-4061
E31	Fiscal Specialist I	186.0	3825-4668	189.0	3942-4808	190.0	3981-4857	191.0	4021-4905
E27	Fiscal Specialist II	196.0	4226-5155	199.0	4354-5311	200.0	4397-5365	201.0	4441-5418
E26	Fiscal Specialist III	206.0	4668-5696	209.0	4808-5869	210.0	4857-5928	211.0	4905-5987
S05	Fleet Service Attendant	147.5	2607-3182	150.5	2687-3278	151.5	2713-3312	152.5	2740-3345
E64	G.I.S. Specialist I	187.0	3864-4715	190.0	3981-4857	191.0	4021-4905	192.0	4061-4954
E63	G.I.S. Specialist II	203.0	4531-5528	206.0	4668-5696	207.0	4715-5753	208.0	4761-5810
H15	Health Educator	193.0	4101-5004	196.0	4226-5155	197.0	4267-5207	198.0	4311-5259
C53	Investigative Assistant	179.0	3567-4354	182.0	3676-4486	183.0	3713-4531	184.0	3749-4576
K21	Jail Cook	160.5	2969-3621	163.5	3058-3732	164.5	3089-3768	165.5	3120-3806
C86	Juvenile Center Support Clerk*	154.0	2782-3394	157.0	2865-3498	158.0	2895-3533	159.0	2924-3567
P35	Juvenile Corrections Officer I*	179.0	3567-4354	182.0	3676-4486	183.0	3713-4531	184.0	3749-4576
P36	Juvenile Corrections Officer II*	189.0	3942-4808	192.0	4061-4954	193.0	4101-5004	194.0	4143-5054
P39	Juvenile Corrections Officer III*	199.0	4354-5311	202.0	4486-5472	203.0	4531-5528	204.0	4576-5583
N00	Kennelworker	145.0	2543-3104	148.0	2621-3198	149.0	2647-3229	150.0	2673-3262
I03	Laboratory Assistant I	144.0	2517-3073	147.0	2595-3167	148.0	2621-3198	149.0	2647-3229
I10	Laboratory Assistant II	154.0	2782-3394	157.0	2865-3498	158.0	2895-3533	159.0	2924-3567
I11	Laboratory Assistant III	164.0	3073-3749	167.0	3167-3864	168.0	3198-3902	169.0	3229-3942

SECTION II - General Employees**CLASSES ASSIGNED TO SALARY RANGE NUMBERS**

The following classes are hereby assigned to the salary ranges in the basic salary schedule which are designated opposite the class titles as shown below.

Code	Class Title	Effective Salary Range Number	9/6/2021 Approx. Monthly Salary	Effective Salary Range Number	7/11/2022 Approx. Monthly Salary	Effective Salary Range Number	7/10/2023 Approx. Monthly Salary	Effective Salary Range Number	7/6/2024 Approx. Monthly Salary
B48	Law Librarian/Small Claims Advisor	167.0	3167-3864	170.0	3262-3981	171.0	3295-4021	172.0	3328-4061
C57	Legal Clerk I	147.0	2595-3167	150.0	2673-3262	151.0	2699-3295	152.0	2727-3328
C58	Legal Clerk II	157.0	2865-3498	160.0	2954-3604	161.0	2983-3640	162.0	3013-3676
C59	Legal Clerk III	162.0	3013-3676	165.0	3104-3787	166.0	3136-3825	167.0	3167-3864
C50	Legal Secretary	167.0	3167-3864	170.0	3262-3981	171.0	3295-4021	172.0	3328-4061
B21	Librarian I	192.0	4061-4954	195.0	4184-5105	196.0	4226-5155	197.0	4267-5207
B20	Librarian II	202.0	4486-5472	205.0	4621-5639	206.0	4668-5696	207.0	4715-5753
B24	Librarian III	212.0	4954-6048	215.0	5105-6231	216.0	5155-6294	217.0	5207-6356
B36	Library Assistant I**	147.5	2607-3182	147.5	2607-3182	148.5	2635-3214	149.5	2661-3245
B37	Library Assistant II**	157.5	2879-3515	157.5	2879-3515	158.5	2909-3550	159.5	2938-3585
B38	Library Assistant III**	167.5	3182-3883	167.5	3182-3883	168.5	3214-3921	169.5	3245-3961
B65	Library Technology Specialist I	189.0	3942-4808	192.0	4061-4954	193.0	4101-5004	194.0	4143-5054
B61	Library Technology Specialist II	199.0	4354-5311	202.0	4486-5472	203.0	4531-5528	204.0	4576-5583
P79	Licensed Clinical Social Worker	230.0	5928-7235	233.0	6108-7455	234.0	6169-7530	235.0	6231-7604
P93	Licensed Mental Health Clinician	230.0	5928-7235	233.0	6108-7455	234.0	6169-7530	235.0	6231-7604
H49	Licensed Vocational Nurse I	181.0	3640-4441	184.0	3749-4576	185.0	3787-4621	186.0	3825-4668
H48	Licensed Vocational Nurse II	191.0	4021-4905	194.0	4143-5054	195.0	4184-5105	196.0	4226-5155
H36	Medical Assistant I**	147.5	2607-3182	147.5	2607-3182	148.5	2635-3214	149.5	2661-3245
H31	Medical Assistant II**	157.5	2879-3515	157.5	2879-3515	158.5	2909-3550	159.5	2938-3585
C98	Medical Billing Clerk I	156.5	2851-3481	159.5	2938-3585	160.5	2969-3621	161.5	2999-3659
C97	Medical Billing Clerk II	166.5	3151-3845	169.5	3245-3961	170.5	3278-4001	171.5	3312-4042
H22	Microbiologist	229.0	5869-7164	232.0	6048-7381	233.0	6108-7455	234.0	6169-7530
H19	Microbiologist Trainee	211.0	4905-5987	214.0	5054-6169	215.0	5105-6231	216.0	5155-6294
B53	Network Analyst I	212.5	4978-6077	215.5	5131-6263	216.5	5181-6325	217.5	5233-6387
B54	Network Analyst II	227.5	5782-7056	230.5	5957-7271	231.5	6016-7344	232.5	6077-7417
B52	Network Analyst III	237.5	6387-7795	240.5	6581-8032	241.5	6647-8112	242.5	6713-8195
H42	Nutrition Educator	186.0	3825-4668	189.0	3942-4808	190.0	3981-4857	191.0	4021-4905
H38	Occupational Therapist	237.0	6356-7757	240.0	6549-7992	241.0	6614-8072	242.0	6680-8154
C10	Office Assistant I**	147.5	2607-3182	147.5	2607-3182	148.5	2635-3214	149.5	2661-3245
C09	Office Assistant II**	157.5	2879-3515	157.5	2879-3515	158.5	2909-3550	159.5	2938-3585
C08	Office Assistant III**	167.5	3182-3883	167.5	3182-3883	168.5	3214-3921	169.5	3245-3961
B27	Office Systems Analyst I	212.5	4978-6077	215.5	5131-6263	216.5	5181-6325	217.5	5233-6387
B28	Office Systems Analyst II	227.5	5782-7056	230.5	5957-7271	231.5	6016-7344	232.5	6077-7417
B23	Office Systems Analyst III	237.5	6387-7795	240.5	6581-8032	241.5	6647-8112	242.5	6713-8195
C64	Paralegal	180.0	3604-4397	183.0	3713-4531	184.0	3749-4576	185.0	3787-4621
P73	Peer Support Specialist**	147.5	2607-3182	147.5	2607-3182	148.5	2635-3214	149.5	2661-3245
E39	Permit Technician I	171.5	3312-4042	174.5	3411-4163	175.5	3446-4205	176.5	3481-4247
E40	Permit Technician II	181.5	3659-4463	184.5	3768-4599	185.5	3806-4644	186.5	3845-4690
E46	Permit Technician III	191.5	4042-4930	194.5	4163-5080	195.5	4205-5131	196.5	4247-5181
H40	Physical Therapist	237.0	6356-7757	240.0	6549-7992	241.0	6614-8072	242.0	6680-8154
E04	Planner I	193.5	4122-5028	196.5	4247-5181	197.5	4288-5233	198.5	4332-5285
E16	Planner II	208.5	4786-5840	211.5	4930-6016	212.5	4978-6077	213.5	5028-6139
E21	Planner III	218.5	5285-6453	221.5	5446-6647	222.5	5500-6713	223.5	5555-6781
B55	Prevention Coordinator, Beh. or Public Health	205.0	4621-5639	208.0	4761-5810	209.0	4808-5869	210.0	4857-5928
P31	Probation Technician	173.0	3361-4101	176.0	3463-4226	177.0	3498-4267	178.0	3533-4311
P30	Process Server	153.0	2754-3361	156.0	2837-3463	157.0	2865-3498	158.0	2895-3533
B06	Programmer Analyst I	212.5	4978-6077	215.5	5131-6263	216.5	5181-6325	217.5	5233-6387
B05	Programmer Analyst II	227.5	5782-7056	230.5	5957-7271	231.5	6016-7344	232.5	6077-7417
B11	Programmer Analyst III	237.5	6387-7795	240.5	6581-8032	241.5	6647-8112	242.5	6713-8195
P59	Psychiatric Technician I	170.5	3278-4001	173.5	3378-4122	174.5	3411-4163	175.5	3446-4205
P58	Psychiatric Technician II	180.5	3621-4420	183.5	3732-4553	184.5	3768-4599	185.5	3806-4644
E32	Public Guardian Accounting Technician	176.0	3463-4226	179.0	3567-4354	180.0	3604-4397	181.0	3640-4441
C87	Public Guardian/Vet Svcs Case Wkr	158.5	2909-3550	161.5	2999-3659	162.5	3028-3695	163.5	3058-3732
P90	Public Health Emergency Planner	213.0	5004-6108	216.0	5155-6294	217.0	5207-6356	218.0	5259-6420
H02	Public Health Nurse I	226.0	5696-6952	229.0	5869-7164	230.0	5928-7235	231.0	5987-7308
H01	Public Health Nurse II	236.0	6294-7680	239.0	6484-7913	240.0	6549-7992	241.0	6614-8072
E55	Purchasing Assistant	166.0	3136-3825	169.0	3229-3942	170.0	3262-3981	171.0	3295-4021
E68	Quality Assurance Specialist	187.0	3864-4715	190.0	3981-4857	191.0	4021-4905	192.0	4061-4954
B95	Radio Communications Programmer	238.5	6453-7875	241.5	6647-8112	242.5	6713-8195	243.5	6781-8277
P88	Recovery Support Coordinator I, Behavioral or Public Health	180.0	3604-4397	183.0	3713-4531	184.0	3749-4576	185.0	3787-4621
P87	Recovery Support Coordinator II, Behavioral or Public Health	190.0	3981-4857	193.0	4101-5004	194.0	4143-5054	195.0	4184-5105
P86	Recovery Support Coordinator III, Behavioral or Public Health	200.0	4397-5365	203.0	4531-5528	204.0	4576-5583	205.0	4621-5639

SECTION II - General Employees**CLASSES ASSIGNED TO SALARY RANGE NUMBERS**

The following classes are hereby assigned to the salary ranges in the basic salary schedule which are designated opposite the class titles as shown below.

Code	Class Title	Effective Salary Range Number	9/6/2021 Approx. Monthly Salary	Effective Salary Range Number	7/11/2022 Approx. Monthly Salary	Effective Salary Range Number	7/10/2023 Approx. Monthly Salary	Effective Salary Range Number	7/6/2024 Approx. Monthly Salary
H27	Registered Dietitian	221.0	5418-6614	224.0	5583-6815	225.0	5639-6883	226.0	5696-6952
N32	Registered Veterinary Technician	174.5	3411-4163	177.5	3515-4288	178.5	3550-4332	179.5	3585-4377
E52	Right of Way Agent	218.0	5259-6420	221.0	5418-6614	222.0	5472-6680	223.0	5528-6748
M30	Security Officer	148.5	2635-3214	151.5	2713-3312	152.5	2740-3345	153.5	2768-3378
P63	Senior Employment & Training Technician	190.0	3981-4857	193.0	4101-5004	194.0	4143-5054	195.0	4184-5105
H16	Senior Health Educator	206.0	4668-5696	209.0	4808-5869	210.0	4857-5928	211.0	4905-5987
B51	Senior Network Analyst	247.5	7056-8613	250.5	7271-8871	251.5	7344-8961	252.5	7417-9050
B14	Senior Office Systems Analyst	247.5	7056-8613	250.5	7271-8871	251.5	7344-8961	252.5	7417-9050
E34	Senior Planner	233.0	6108-7455	236.0	6294-7680	237.0	6356-7757	238.0	6420-7835
B04	Senior Programmer Analyst	248.5	7127-8698	251.5	7344-8961	252.5	7417-9050	253.5	7493-9140
P52	Senior Social Service Worker	205.0	4621-5639	208.0	4761-5810	209.0	4808-5869	210.0	4857-5928
P23	Senior Veterans Service Rep	180.5	3621-4420	183.5	3732-4553	184.5	3768-4599	185.5	3806-4644
C13	Sheriff Records Clerk I	160.0	2954-3604	163.0	3042-3713	164.0	3073-3749	165.0	3104-3787
C14	Sheriff Records Clerk II	170.0	3262-3981	173.0	3361-4101	174.0	3394-4143	175.0	3429-4184
C16	Sheriff Records Clerk III	180.0	3604-4397	183.0	3713-4531	184.0	3749-4576	185.0	3787-4621
M45	Sheriff's Investigative Assistant	179.0	3567-4354	182.0	3676-4486	183.0	3713-4531	184.0	3749-4576
P81	Social Service Practitioner - CPS	220.0	5365-6549	223.0	5528-6748	224.0	5583-6815	225.0	5639-6883
P14	Social Service Worker I	180.0	3604-4397	183.0	3713-4531	184.0	3749-4576	185.0	3787-4621
P13	Social Service Worker II	190.0	3981-4857	193.0	4101-5004	194.0	4143-5054	195.0	4184-5105
P12	Social Service Worker III	200.0	4397-5365	203.0	4531-5528	204.0	4576-5583	205.0	4621-5639
P84	Social Service Worker I - CPS	190.0	3981-4857	193.0	4101-5004	194.0	4143-5054	195.0	4184-5105
P83	Social Service Worker II - CPS	200.0	4397-5365	203.0	4531-5528	204.0	4576-5583	205.0	4621-5639
P82	Social Service Worker III - CPS	210.0	4857-5928	213.0	5004-6108	214.0	5054-6169	215.0	5105-6231
P76	Social Services Assistant I	150.5	2687-3278	153.5	2768-3378	154.5	2796-3411	155.5	2824-3446
P75	Social Services Assistant II	160.5	2969-3621	163.5	3058-3732	164.5	3089-3768	165.5	3120-3806
H55	Staff Nurse	211.0	4905-5987	214.0	5054-6169	215.0	5105-6231	216.0	5155-6294
C100	Staff Support Specialist I	178.0	3533-4311	181.0	3640-4441	182.0	3676-4486	183.0	3713-4531
C101	Staff Support Specialist II	188.0	3902-4761	191.0	4021-4905	192.0	4061-4954	193.0	4101-5004
C07	Support Services Specialist	181.0	3640-4441	184.0	3749-4576	185.0	3787-4621	186.0	3825-4668
B68	System Support Specialist	181.0	3640-4441	184.0	3749-4576	185.0	3787-4621	186.0	3825-4668
P92	Unlicensed Mental Health Clinician	220.0	5365-6549	223.0	5528-6748	224.0	5583-6815	225.0	5639-6883
P24	Veterans' Service Representative I	160.5	2969-3621	163.5	3058-3732	164.5	3089-3768	165.5	3120-3806
P25	Veterans' Service Representative II	170.5	3278-4001	173.5	3378-4122	174.5	3411-4163	175.5	3446-4205
P21	Victim/Witness Advocate I	158.0	2895-3533	161.0	2983-3640	162.0	3013-3676	163.0	3042-3713
P19	Victim/Witness Advocate II	168.0	3198-3902	171.0	3295-4021	172.0	3328-4061	173.0	3361-4101
P38	Welfare Fraud Investigator I	194.0	4143-5054	197.0	4267-5207	198.0	4311-5259	199.0	4354-5311
P37	Welfare Fraud Investigator II	204.0	4576-5583	207.0	4715-5753	208.0	4761-5810	209.0	4808-5869
P33	Welfare Fraud Investigator III	209.0	4808-5869	212.0	4954-6048	213.0	5004-6108	214.0	5054-6169
H52	WIC Breastfeeding Coordinator	186.0	3825-4668	189.0	3942-4808	190.0	3981-4857	191.0	4021-4905
I122	WIC Nutrition Assistant I**	147.5	2607-3182	147.5	2607-3182	148.5	2635-3214	149.5	2661-3245
I121	WIC Nutrition Assistant II**	157.5	2879-3515	157.5	2879-3515	158.5	2909-3550	159.5	2938-3585
I120	WIC Nutrition Assistant III**	167.5	3182-3883	167.5	3182-3883	168.5	3214-3921	169.5	3245-3961

***Effective October 18, 2021 - approved by the Board of Supervisors (BOS) on October 26, 2021**

Juvenile Center Support Clerk - adjusted salary range upward from range 148.0 to 154.0 (\$2,782-\$3,394)

Juvenile Corrections Officer I - adjusted salary range upward from range 173.0 to 179.0 (\$3,567-\$4,354)

Juvenile Corrections Officer II - adjusted salary range upward from range 183.0 to 189.0 (\$3,942-\$4,808)

Juvenile Corrections Officer III - adjusted salary range upward from range 193.0 to 199.0 (\$4,354-\$5,311)

****Effective July 11, 2022 - approved by the Board of Supervisors (BOS) September 14, 2021**

Positions will not receive a range increase

SECTION II - Blue Collar Employees**CLASSES ASSIGNED TO SALARY RANGE NUMBERS**

The following classes are hereby assigned to the salary ranges in the basic salary schedule which are designated opposite the class titles as shown below.

<u>Code</u>	<u>Class Title</u>	<u>Effective Salary Range Number</u>	<u>9/10/2018 Approx. Monthly Salary</u>
S00	Apprentice Mechanic	156.5	2851-3481
J05	Building Maintenance Worker	167.0	3167-3864
J10	Building Operations Specialist *	199.0	4354-5311
J11	Building Operations Trainee *	184.0	3749-4576
K14	Equipment & Groundswoker	163.0	3042-3713
S10	Equipment Serviceworker	160.5	2969-3621
K06	Groundswoker I	148.0	2621-3198
K05	Groundswoker II	158.0	2895-3533
J02	Janitor*	140.5	2432-2969
S02	Master Mechanic	190.5	4001-4881
S01	Mechanic	175.5	3446-4205
S03	Mechanic Leadworker	200.5	4420-5391
U01	Park Aide*	140.5	2432-2969
K13	Park Caretaker	168.0	3198-3902
R04	Road Maintenance Worker I	149.0	2647-3229
R05	Road Maintenance Worker II	163.0	3042-3713
R06	Road Maintenance Worker III	173.0	3361-4101
R07	Road Maintenance Worker IV	183.0	3713-4531
J04	Senior Bldg Maintenance Wkr	177.0	3498-4267
J17	Senior Janitor*	150.5	2687-3278
K32	Service Writer	164.5	3089-3768

Employees who are designated "classic members" of PERS pay the full employee contribution for the 2% at 55 Miscellaneous plan. Employees who are designated "new members" of PERS pay the full employee contribution for the 2% at 62 Miscellaneous plan.

***Salary effective August 1, 2016**

J10	Building Operations Specialist
J11	Building Operations Trainee

***Effective December 28, 2020 (PP01-2021)**

Janitor: Increase salary from Range 137.5 to Range 140.5 (\$2,432 - \$2,969)

Janitor Trainee: Delete from Salary Resolution. Classification not in use.

Park Aide: Increase salary from Range 133.0 to Range 140.5 (\$2,432 - \$2,969)

Senior Janitor: Increase salary from Range 147.5 to Range 150.5 (\$2,687 - \$3,278)

SECTION II - Supervisors Employees**CLASSES ASSIGNED TO SALARY RANGE NUMBERS**

The following classes are hereby assigned to the salary ranges in the basic salary schedule which are designated opposite the class titles as shown below.

Code	Class Title	Effective Salary Range Number	9/6/2021 Approx. Monthly Salary	Effective Salary Range Number	7/11/2022 Approx. Monthly Salary	Effective Salary Range Number	7/10/2023 Approx. Monthly Salary	Effective Salary Range Number	7/6/2024 Approx. Monthly Salary
P49	Behavioral Health Unit Supervisor	220.0	5365-6549	223.0	5528-6748	224.0	5583-6815	225.0	5639-6883
J21	Building Maintenance Supervisor	195.0	4184-5105	198.0	4311-5259	199.0	4354-5311	200.0	4397-5365
P95	Case Review Supervisor	235.0	6231-7604	238.0	6420-7835	239.0	6484-7913	240.0	6549-7992
C63	Central Services Supervisor	167.0	3167-3864	170.0	3262-3981	171.0	3295-4021	172.0	3328-4061
C51	Child Support Office Supervisor	174.5	3411-4163	177.5	3515-4288	178.5	3550-4332	179.5	3585-4377
P10	Child Support Supervisor	194.5	4163-5080	197.5	4288-5233	198.5	4332-5285	199.5	4377-5337
B49	Elections Supervisor	193.0	4101-5004	196.0	4226-5155	197.0	4267-5207	198.0	4311-5259
P28	Eligibility Supervisor	193.5	4122-5028	196.5	4247-5181	197.5	4288-5233	198.5	4332-5285
E60	Emergency Dispatch Supervisor	209.0	4808-5869	212.0	4954-6048	213.0	5004-6108	214.0	5054-6169
P15	Employment & Training Supervisor	200.0	4397-5365	203.0	4531-5528	204.0	4576-5583	205.0	4621-5639
C43	Human Services Office Supervisor	171.0	3295-4021	174.0	3394-4143	175.0	3429-4184	176.0	3463-4226
J01	Janitor Supervisor	161.0	2983-3640	164.0	3073-3749	165.0	3104-3787	166.0	3136-3825
P42	Juvenile Corrections Officer IV*	209.0	4808-5869	212.0	4954-6048	213.0	5004-6108	214.0	5054-6169
C92	Legal Office Supervisor	188.5	3921-4786	191.5	4042-4930	192.5	4082-4978	193.5	4122-5028
K12	Parks and Grounds Supervisor	187.0	3864-4715	190.0	3981-4857	191.0	4021-4905	192.0	4061-4954
B76	Principal Information Technology Analyst	252.5	7417-9050	255.5	7642-9324	256.5	7719-9417	257.5	7795-9511
C60	Public Health Office Supervisor	161.5	2999-3659	164.5	3089-3768	165.5	3120-3806	166.5	3151-3845
R08	Roads Supervisor	198.0	4311-5259	201.0	4441-5418	202.0	4486-5472	203.0	4531-5528
E66	Senior Accounting Assistant	176.0	3463-4226	179.0	3567-4354	180.0	3604-4397	181.0	3640-4441
B32	Senior Appraiser	222.0	5472-6680	225.0	5639-6883	226.0	5696-6952	227.0	5753-7022
H12	Senior Dietitian	226.0	5696-6952	229.0	5869-7164	230.0	5928-7235	231.0	5987-7308
E23	Senior Emergency Dispatcher	194.0	4143-5054	197.0	4267-5207	198.0	4311-5259	199.0	4354-5311
P62	Senior Family Resource Coordinator	187.0	3864-4715	190.0	3981-4857	191.0	4021-4905	192.0	4061-4954
K23	Senior Jail Cook	170.5	3278-4001	173.5	3378-4122	174.5	3411-4163	175.5	3446-4205
P06	Social Service Supervisor	220.0	5365-6549	223.0	5528-6748	224.0	5583-6815	225.0	5639-6883
P80	Social Service Supervisor - CPS	230.0	5928-7235	233.0	6108-7455	234.0	6169-7530	235.0	6231-7604
J03	Supervising Building Operations Specialist	213.0	5004-6108	216.0	5155-6294	217.0	5207-6356	218.0	5259-6420
E59	Tax Collection Supervisor	206.0	4668-5696	209.0	4808-5869	210.0	4857-5928	211.0	4905-5987
P50	Work Crew Supervisor	160.0	2954-3604	163.0	3042-3713	164.0	3073-3749	165.0	3104-3787

Employees who are designated "classic members" of PERS pay the full employee contribution for the 2% at 55 Miscellaneous plan or the 3% at 55 Safety plan.

Employees who are designated "new members" of PERS pay the full employee contribution for the 2% at 62 Miscellaneous plan or the 2.7% at 57 Safety plan.

***Effective October 18, 2021 - approved by the Board of Supervisors (BOS) October 26, 2021**

Juvenile Corrections Officer IV - adjusted salary upward from range 203.0 to 209.0 (\$4,808-\$5,869)

SECTION II - Fire Employees**CLASSES ASSIGNED TO SALARY RANGE NUMBERS**

The following classes are hereby assigned to the salary ranges in the basic salary schedule which are designated opposite the class titles as shown below.

Class Code	Class Title	Effective Salary Range Number	10/18/2021 Approx. Monthly Salary	Effective Salary Range Number	7/11/2022 Approx. Monthly Salary
M14	Fire Apparatus Engineer	206.0	4668-5696	209.0	4808-5869
M16	Fire Captain	221.0	5418-6614	224.0	5583-6815
M18	Firefighter	195.0	4184-5105	198.0	4311-5259
M17	Heavy Fire Equipment Operator	206.0	4668-5696	209.0	4808-5869

FIRE SALARY SCHEDULE - HOURLY RATES
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based on average 56 hour workweek

EFFECTIVE - October 18, 2021 - (hourly rates)

Class Code	Class Title	Range	Step 1	Step 2	Step 3	Step 4	Step 5
M14	Fire Apparatus Engineer	206.0	19.24	20.21	21.24	22.33	23.47
M16	Fire Captain	221.0	22.33	23.47	24.67	25.94	27.26
M18	Firefighter	195.0	17.24	18.12	19.04	20.01	21.04
M17	Heavy Fire Equipment Operator	206.0	19.24	20.21	21.24	22.33	23.47

EFFECTIVE - July 11, 2022 - (hourly rates)

Class Code	Class Title	Range	Step 1	Step 2	Step 3	Step 4	Step 5
M14	Fire Apparatus Engineer	209.0	19.81	20.83	21.89	23.01	24.19
M16	Fire Captain	224.0	23.01	24.19	25.42	26.72	28.09
M18	Firefighter	198.0	17.76	18.67	19.62	20.62	21.67
M17	Heavy Fire Equipment Operator	209.0	19.81	20.83	21.89	23.01	24.19

Effective April 15, 2013, employees who are designated "classic members" of PERS pay the full employee contribution for the 3% @ 55 Safety Plan. Employees hired on or after January 1, 2013 and who are designated "new members" of PERS pay the full employee contribution for the 2.7% at 57 Safety plan.

SECTION II - Detentions Employees**CLASSES ASSIGNED TO SALARY RANGE NUMBERS**

The following classes are hereby assigned to the salary ranges in the basic salary schedule which are designated opposite the class titles as shown below.

<u>Code</u>	<u>Class Title</u>	<u>Effective Salary Range Number</u>	<u>10/18/2021 Approx. Monthly Salary</u>	<u>Effective Salary Range Number</u>	<u>7/11/2022 Approx. Monthly Salary</u>
M52	Detentions Technician I**	161.0	2983-3640	164.0	3073-3749
M51	Detentions Technician II**	171.0	3295-4021	174.0	3394-4143
M04	Detentions Deputy I*	183.0	3713-4531	186.0	3825-4668
M08	Detentions Deputy I-STC*	188.0	3902-4761	191.0	4021-4905
M03	Detentions Deputy II*	198.0	4311-5259	201.0	4441-5418
M09	Detentions Sergeant*	221.5	5446-6647	224.5	5611-6850
C76	Senior Detentions Clerk**	166.0	3136-3825	169.0	3229-3942
M07	Senior Detentions Deputy*	208.0	4761-5810	211.0	4905-5987
M50	Senior Detentions Technician**	181.0	3640-4441	184.0	3749-4576

* Employees who are designated “classic members” of PERS pay the full employee contribution for the 3% at 55 Safety plan. Employees who are designated “new members” to PERS pay the full contribution for the 2.7% at 57 Safety plan.

** Effective April 29, 2013, employees who are designated “classic members” of PERS pay the full employee contribution for the 2% at 55 Miscellaneous plan. Employees hired on or after January 1, 2013 and who are designated “new members” to PERS pay the full employee contribution for the 2% at 62 Miscellaneous plan.

SECTION II - Law Enforcement Employees CLASSES ASSIGNED TO SALARY RANGE NUMBERS

The following classes are hereby assigned to the salary ranges in the basic salary schedule which are designated opposite the class titles as shown below.

<u>Code</u>	<u>Class Title</u>	<u>Effective Salary Range Number</u>	<u>7/12/2021 Approx. Monthly Salary</u>	<u>Effective Salary Range Number</u>	<u>7/11/2022 Approx. Monthly Salary</u>
M06	Chief Civil Deputy Sheriff	234.5	6200-7568	237.5	6387-7795
M35	Chief Dep Coroner/Public Admin	234.5	6200-7568	237.5	6387-7795
M25	Deputy Sheriff I	205.0	4621-5639	208.0	4761-5810
M02	Deputy Sheriff II	215.0	5105-6231	218.0	5259-6420
M41	Deputy Sheriff Bailiff	205.0	4621-5639	208.0	4761-5810
L16	District Attorney Investigator I	217.0	5207-6356	220.0	5365-6549
L15	District Attorney Investigator II	226.0	5696-6952	229.0	5869-7164
M23	Senior Deputy Sheriff	223.5	5555-6781	226.5	5723-6987
L14	Senior DA Investigator	236.0	6294-7680	239.0	6484-7913
M05	Sheriff's Sergeant	234.5	6200-7568	237.5	6387-7795

Employees who are designated "classic members" of PERS pay the full employee contribution for the 3% at 55 Safety plan. Employees who are designated "new members" of PERS pay the full employee contribution for the 2.7% at 57 Safety plan.

SECTION II - Probation Employees CLASSES ASSIGNED TO SALARY RANGE NUMBERS
The following classes are hereby assigned to the salary ranges in the basic salary schedule which are designated opposite the class titles as shown below.

<u>Code</u>	<u>Class Title</u>	Effective Salary Range Number	10/23/2017 Approx. Monthly Salary
P03	Deputy Probation Officer I	182.0	3676-4486
P02	Deputy Probation Officer II	197.0	4267-5207
P01	Deputy Probation Officer III	207.0	4715-5753
P05	Deputy Probation Officer IV	217.0	5207-6356

Employees who are designated “classic members” of PERS pay the full employee contribution for the 3% at 55 Safety plan.

Employees who are designated “new members” of PERS pay the full employee contribution for the 2.7% at 57 Safety plan.

SECTION II - Prosecutors Employees**CLASSES ASSIGNED TO SALARY RANGE NUMBERS**

The following classes are hereby assigned to the salary ranges in the basic salary schedule which are designated opposite the class titles as shown below.

<u>Code</u>	<u>Class Title</u>	<u>Effective Salary Range Number</u>	<u>7/16/2018 Approx. Monthly Salary</u>
T19	Attorney I - Child Advocacy	220.5	5391-6581
T15	Attorney I - Child Support	220.5	5391-6581
T18	Attorney II - Child Advocacy	235.5	6263-7642
T14	Attorney II - Child Support	235.5	6263-7642
T17	Attorney III - Child Advocacy	255.5	7642-9324
T13	Attorney III - Child Support	255.5	7642-9324
T16	Attorney IV - Child Advocacy	265.5	8443-10301
T12	Attorney IV - Child Support	265.5	8443-10301
T09	Deputy District Attorney I	220.5	5391-6581
T08	Deputy District Attorney II	235.5	6263-7642
T07	Deputy District Attorney III	255.5	7642-9324
T06	Deputy District Attorney IV	265.5	8443-10301

Employees who are designated “classic members” of PERS pay the full employee contribution for the 2% at 55 Miscellaneous plan. Employees who are designated “new members” of PERS pay the full employee contribution for the 2% at 62 Miscellaneous plan.

SECTION II - Middle Management & Confidential Employees CLASSES ASSIGNED TO SALARY RANGE NUMBERS

The following classes are hereby assigned to the salary ranges in the basic salary schedule which are designated opposite the class titles as shown below.

<u>Code</u>	<u>Class Title</u>	Effective Salary Range Number	9/20/2021 Approx. Monthly Salary
D72	Accountant-Auditor	227.0	5753-7022
D46	Administrative Analyst I	207.0	4715-5753
D38	Administrative Analyst II	222.0	5472-6680
D24	Administrative Analyst III	237.0	6356-7757
D104	Animal Services Manager	217.0	5207-6356
D127	Assistant Chief District Attorney Investigator	251.0	7308-8916
D10	Assistant County Counsel (1)	292.0	10989-13409
D52	Assistant Director of Child Support Svcs (1)	257.0	7757-9464
D20	Assistant Director of Finance—Accting Div. (1)	260.5	8032-9800
D09	Assistant Director of Finance—Treasury Div. (1)	260.5	8032-9800
D136	Assistant Director, Human Services (1)	273.5	9140-11154
D143	Assistant Director of Public Health	257.0	7757-9464
D131	Assistant District Attorney (1)	279.5	9703-11840
D105	Assistant Fire Chief (1)	264.0	8318-10147
D14	Assistant Sheriff (1)	283.5	10097-12321
D138	Auditor-Accountant	227.0	5753-7022
D45	Battalion Chief (Operations) (2)	244.5	6850-8360
D45	Battalion Chief (Training/Prevention)	244.5	6850-8360
D25	Building Maintenance Superintendent	249.5	7200-8785
D50	Chief Appraiser	231.0	5987-7308
D93	Chief District Attorney Investigator	261.0	8072-9849
D06	Chief Engineer	267.5	8613-10507
D89	Child Support Program Manager	227.0	5753-7022
D84	Clerk of the Board of Supervisors (1)	227.0	5753-7022
D68	Clerk/Recorder Manager	219.5	5337-6517
D117	Clinical Program Manager	240.0	6549-7992
D82	Compliance and Standards Officer	201.5	4463-5446
D40	Deputy Ag Commissioner	223.0	5528-6748
D39	Deputy Ag Commissioner-Sealer	239.0	6484-7913
D35	Deputy Chief Probation Officer	257.5	7795-9511
Q20	Deputy Clerk to the Board of Supervisor I	188.0	3902-4761
Q19	Deputy Clerk to the Board of Supervisor II	198.0	4311-5259
D48	Deputy County Administrative Officer	257.0	7757-9464
D87	Deputy County Counsel I	224.5	5611-6850
D85	Deputy County Counsel II	239.5	6517-7953
D18	Deputy County Counsel III	259.5	7953-9703
D28	Deputy County Counsel IV	269.5	8785-10719
D125	Deputy Director Behavioral Health (1)	243.0	6748-8235
D115	Deputy Director – Building Official (1)	267.0	8570-10455
D118	Deputy Director, Economic & Workforce Development	262.0	8154-9948
D16	Deputy Director, Human Services (1)	266.5	8526-10403
D41	Deputy Sealer of Weights & Measures	223.0	5528-6748
D27	Deputy Veteran's Svc Officer/Public Guardian (1)	222.5	5500-6713
D12	Detentions Captain	252.0	7381-9005
D11	Detentions Lieutenant	235.5	6263-7642

SECTION II - Middle Management & Confidential Employees CLASSES ASSIGNED TO SALARY RANGE NUMBERS

The following classes are hereby assigned to the salary ranges in the basic salary schedule which are designated opposite the class titles as shown below.

<u>Code</u>	<u>Class Title</u>	Effective Salary Range Number	9/20/2021 Approx. Monthly Salary
D76	Economic Development Manager	223.0	5528-6748
D98	Elections Manager	227.0	5753-7022
D53	Emergency Services Coordinator	216.0	5155-6294
D102	Environmental Health Division Manager (1)	239.5	6517-7953
Q22	Executive Secretary	188.0	3902-4761
D114	Facilities Manager	217.5	5233-6387
D130	Family Practice Nurse Practitioner/ Physician's Assistant-Certified	262.0	8154-9948
D56	First 5 Program Officer	227.0	5753-7022
D62	First 5 School Readiness Coordinator	222.0	5472-6680
D17	Fiscal Analyst I	206.0	4668-5696
D02	Fiscal Analyst II	216.0	5155-6294
D124	Fiscal Analyst III	227.0	5753-7022
D121	Fleet Services Superintendent	225.5	5666-6918
D110	Food Services Manager	200.5	4420-5391
D106	IT Security and Compliance Administrator	254.0	7530-9185
D59	Information Technology Manager	258.5	7875-9608
D123	Juvenile Corrections Manager	219.5	5337-6517
D61	JTO Program Manager	227.0	5753-7022
D79	Library Manager	227.0	5753-7022
D101	Nursing Division Manager (1)	267.0	8570-10455
D37	Nutrition Services Manager	232.0	6048-7381
D77	Parks & Grounds Superintendent	235.5	6263-7642
D133	Payroll Manager	227.0	5753-7022
Q23	Payroll Specialist	189.0	3942-4808
D03	Personnel Analyst I	207.0	4715-5753
D04	Personnel Analyst II	222.0	5472-6680
D05	Personnel Analyst III	237.0	6356-7757
Q11	Personnel Assistant I	168.0	3198-3902
Q12	Personnel Assistant II	178.0	3533-4311
Q13	Personnel Assistant III	188.0	3902-4761
Q05	Personnel Technician I	191.0	4021-4905
Q04	Personnel Technician II	201.0	4441-5418
D139	Principal Personnel Analyst	257.0	7757-9464
D42	Probation Division Manager	235.0	6231-7604
D65	Program Manager, Human Services	237.0	6356-7757
D111	Program Manager, Behavioral or Public Health	227.0	5753-7022
D96	Program Specialist	216.0	5155-6294
D71	Property Tax Manager	216.0	5155-6294
D58	Public Health Laboratory Director	252.0	7381-9005
D92	Purchasing Manager	234.5	6200-7568

SECTION II - Middle Management & Confidential Employees CLASSES ASSIGNED TO SALARY RANGE NUMBERS

The following classes are hereby assigned to the salary ranges in the basic salary schedule which are designated opposite the class titles as shown below.

<u>Code</u>	<u>Class Title</u>	<u>Effective Salary Range Number</u>	<u>9/20/2021 Approx. Monthly Salary</u>
D141	Quality Assurance Manager	227.0	5753-7022
D135	Risk Manager	252.5	7417-9050
Q17	Risk Technician I	185.0	3787-4621
Q16	Risk Technician II	195.0	4184-5105
D60	Road Superintendent	249.5	7200-8785
Q07	Secretary	178.0	3533-4311
Q01	Secretary to the C.A.O.	206.0	4668-5696
Q02	Secretary to the County Counsel	206.0	4668-5696
Q03	Secretary to the District Attorney	206.0	4668-5696
Q32	Secretary to the Sheriff	206.0	4668-5696
D08	Senior Accountant-Auditor	242.0	6680-8154
D29	Sheriff's Commander	260.0	7992-9752
D134	Sheriff's Records Manager	215.0	5105-6231
D54	Social Services Program Manager	240.0	6549-7992
D140	Staff Support Manager	238.0	6420-7835
D75	Supervising Attorney - Child Advocacy	274.5	9230-11265
D34	Supervising Attorney - Child Support	274.5	9230-11265
D108	Supervising Environmental Health Officer	226.0	5696-6952
Q31	Supervising Legal Secretary	179.5	3585-4377
D13	Supervising Public Health Nurse	247.0	7022-8570
D122	Supervising Welfare Fraud Investigator	216.0	5155-6294
D91	Treasury Manager	241.0	6614-8072
D109	Victim Witness Coordinator	206.5	4690-5723

Employees who are designated "classic members" of PERS pay the full employee contribution for the 2% at 55 Miscellaneous plan or the 3% at 55 Safety plan. Employees who are designated "new members" to PERS pay the full employee contribution for the 2% at 62 Miscellaneous plan or the 2.7% at 57 Safety plan.

(1) These classifications are at-will and exempt from the merit

(2) BATTALION CHIEF (Operations) - HOURLY RATES - when assigned to a 224 hour, 28-day work cycle.

Effective: 9/20/2021 Range 244.5

Step 1	Step 2	Step 3	Step 4	Step 5
\$28.23	\$29.67	\$31.19	\$32.77	\$34.45

Effective 8/31/2021 - approved by the Board of Supervisors (BOS) for FY21/22

Water and Natural Resources Division Manager is inactive and deleted from the Salary Resolution

SECTION III**SALARIES FOR COUNTY OFFICIALS**

The following Officers and Department Heads (appointed and elected) shall receive compensation within the following band structure:

<u>Salary Band</u> <u>Designation</u>	<u>Approximate</u> <u>40%</u> <u>Salary Band</u>	<u>Classifications</u>	<u>Class</u> <u>Code</u>
1	\$14,000-\$19,000	County Administrative Officer County Counsel	A02 A41
2	\$12,000-\$16,500	Assessor/Clerk/Recorder District Attorney Sheriff	A25 A11 A21
3	\$11,000-\$15,000	Ag. Commissioner/Sealer of Wts. & Measures Assistant County Administrative Officer Chief Information Officer Chief Probation Officer (a) County Fire Chief Director of Community Development Director of Finance Director of Human Services Director of Public Health Services Director of Public Works	A23 A07 A09 A22 A42 A27 A37 A33 A29 A31
4	\$10,000-\$13,500	Behavioral Health Director Director of Child Support Services Economic and Workforce Development Director Human Resources Director Library Director Public Guardian/Veteran's Service Officer Registrar of Voters	A47 A45 A43 A40 A38 A35 A26

Employees who are designated "classic members" of PERS pay the full employee contribution for the 2% at 55 Miscellaneous plan or the 3% at 55 Safety plan. Employees who are designated "new members" to PERS pay the full employee contribution for the 2% at 62 Miscellaneous plan or the 2.7% at 57 Safety plan.

Effective: September 20, 2021Flat Monthly (b)

\$6,876.69

Board of Supervisors

A01

\$7,653.69

Chairperson, Board of Supervisors

A00

By Ordinance #690 approved May 14, 2019

Effective: August 26, 2019Flat Monthly (b)

\$6,593.18

Board of Supervisors

A01

\$7,370.18

Chairperson, Board of Supervisors

A00

By Ordinance #690 approved May 14, 2019 and Resolution 19-062 approved September 10, 2019 (b)

Effective: July 15, 2019Flat Monthly (b)

\$6,341

Board of Supervisors

A01

\$7,118

Chairperson, Board of Supervisors

A00

By Ordinance #690 approved May 14, 2019 (b)

Effective: October 13, 2014

Flat Monthly (b)

\$5,334.33

Board of Supervisors

A01

\$5,770.33

Chairperson, Board of Supervisors

A00

By Ordinance #667 approved August 5, 2014 - *includes 7% offset to shift PERS payment to employee (b)*

- (a) The Chief Probation Officer is covered by a modified merit system (see personnel rule 2034).
- (b) The salaries for the Board of Supervisors and the Chairman, Board of Supervisors are set by County Ordinance. Proposed salary increases are effective in the pay period following 60 days after adoption of an amended ordinance (last salary change previous to October 13, 2014 was: March 24, 2008–Ordinance #643).
- (c) Registrar of Voters was approved and placed in Salary Band 4 by the Board of Supervisors on March 19, 2019.

SECTION III

SALARIES FOR COUNTY OFFICIALS

Salary Bands

Selected management positions receive the equivalent of a flat rate monthly salary. The Board of Supervisors has adopted salary bands specifying a minimum and maximum flat dollar amount (salary) payable for each position. Adjustment to this flat dollar amount is based on action by the Board of Supervisors as certified by the County Administrative Officer on a County Personnel Action Form.

The County Administrative Officer's flat dollar salary amount shall be certified by the Chair of the Board of Supervisors on a County Personnel Action Form. Adjustments to compensation within Salary Bands is at the sole discretion of the Board of Supervisors, after advice from the County Administrative Officer and:

1. Is not intended to be adjusted periodically based on length of service, (which distinguishes Salary Bands from Salary Ranges which require consideration of 5% incremental pay adjustments at predetermined intervals);
2. Adjustments may be made in any increment either a dollar amount or percentage; provided however, such adjustment shall be rounded to the nearest whole dollar;
3. Salary Bands, may be adjusted by the Board of Supervisors, from time to time, but not necessarily annually, and are intended to remain fixed for one or more years, during which time salary increases or decreases to individual positions may be made based on such factors and conditions as Board of Supervisors deems appropriate including but not limited to: employee performance, changes in the cost of living and the County's ability to pay;
4. The inclusion of multiple positions in salary bands should not be construed to imply that all positions in each band are deemed exactly comparable for purposes of compensation; but only requires at the time of adoption or amendment of the Salary Bands, a salary amount within that band shall be designated for each position;
5. Five Step salary ranges for most classifications are typically adjusted annually based on negotiated agreements with employee organizations. Individual position salaries are automatically adjusted by the change in the range. Flat monthly salaries, designated by the Board of Supervisors do not automatically change at such time as the Board may elect to modify Salary Bands, except that no position in a band may be paid more or less than the minimum or maximum dollar amount that defines the Salary Band;
6. There is no expectation that any particular position in a Salary Band would be set at the highest dollar amount permitted by the band in the same manner that positions in salary ranges, after designated service intervals, reach the fifth or top step of a range. Salary Bands are purposely designed to provide maximum flexibility to the Board of Supervisors to increase, decrease or leave salaries unchanged; and
7. When a salary-banded position is vacated, the Board of Supervisors after consultation with the County Administrative Officer shall designate a salary rate or a salary range within the Salary Band that shall be used for purposes of recruitment. Notwithstanding this provision governing the recruitment process, the Board of Supervisors may appoint the candidate selected for the position at any flat dollar amount within the Salary Band.

SECTION IV

SPECIAL COMPENSATION SCHEDULE

DEPARTMENT OF FINANCE

Student Accounting Major – Unless below minimum wage, the salary for positions in this class shall be at a rate no higher than:

30 ranges below Accountant I with completion of 30-59 units.

20 ranges below Accountant I with completion of 60-89 units.

10 ranges below Accountant I with completion of 90 units to graduation.

EXTRA HELP

Shall normally be compensated at the hourly rate of the first step of the salary range for the class of employment. Extra help not working in a class otherwise covered by this resolution shall be compensated at minimum wage. Extra help is not in the competitive service and is authorized solely to provide necessary help on a limited or short-term basis not to exceed 999 hours in any fiscal year.

NOTE: CalPERS retirees are limited to 960 hours in any fiscal year.

GOVERNMENT AIDE & GOVERNMENT INTERN (Z55)

Unless below minimum wage, the salary for positions in these classes shall be at a rate no higher than 10 ranges below the entry level for which training is being received. If a degree is required, the following shall apply:

30 ranges below with completion of 30-59 units.

20 ranges below with completion of 60-89 units.

10 ranges below with completion of 90 units to graduation.

MILEAGE

Employees required to use personal vehicles for travel in performance of their duties shall be reimbursed at the rate allowable under I.R.S. regulations as determined and administered by the Department of Finance.

PARKS & GROUNDS

Museum Curator (extra help) - Unless below minimum wage, compensation not to exceed Step 1 of Library Assistant II and no more than 999 hours per fiscal year.

PUBLIC GUARDIAN/VETERANS' SERVICE

Z21 Transportation Aide – Unless below minimum wage, incumbent shall be compensated at a rate no higher than 2 ranges below step one for Veterans' Service Representative I.

PUBLIC WORKS

Student Engineer - Unless below minimum wage, the salary for positions in this class shall be at a rate no higher than:

30 ranges below Engineer I (Civil) with completion of 30-59 units.

20 ranges below Engineer I (Civil) with completion of 60-89 units.

10 ranges below Engineer I (Civil) with completion of 90 units to graduation.

Student Road Employee - Unless below minimum wage, the salary for positions in this class shall be at a rate no higher than:

Minimum wage during first year of employment.

15 ranges below Road Maintenance Worker I during second year of employment and thereafter.

SHERIFF'S OFFICE

Reserve Deputy Sheriff (M00) and Technical Reserve (M01) - \$32.69 (1/26 the annual uniform allowance of a Deputy Sheriff I) shall be provided as reimbursement for uniform expenses in each pay period worked. Reserves are compensated for hours worked at a rate no higher than nine ranges below step one for Deputy Sheriff I. Retirees are not eligible for uniform allowance.

Reserve Detentions Deputy (M11) - \$32.69 (1/26 the annual uniform allowance of a Detentions Deputy I) shall be provided as reimbursement for uniform expenses per pay period worked. Reserves are compensated for hours worked at a rate no higher than seven ranges below step one for Detentions Deputy I. Retirees are not eligible for uniform allowance.

Reserve Emergency Dispatcher (Z05) - Compensation for hours worked is set at a rate no higher than the hourly rate for Step 1 of Emergency Dispatcher I.

Federal law requires employers to make a deduction from the pay of part-time employees for either social security or an acceptable alternative such as a deferred compensation program. Extra Help Reserves not already enrolled in PERS will contribute to the County's Deferred Compensation Plan in the amount of 7.5% of compensation. They also must pay into Medicare at the rate of 1.45% of compensation.

SECTION V**UNREPRESENTED MANAGEMENT BENEFITS**

Management Group I = Appointed and elected officials in salary bands.

Management Group II = Middle management (all other management not in Group I or III).

Confidential

<u>Management Group III</u> =	All Executive Secretary positions	Secretary
(non-exempt)	Deputy Clerk to B.O.S. I/II	Secretary to C.A.O.
	Payroll Specialist	Secretary to County Counsel
	Personnel Assistant I/II/III	Secretary to District Attorney
	Personnel Technician I/II	Secretary to the Sheriff
	Risk Technician I/II	Supervising Legal Secretary

VACATION AND MANAGEMENT LEAVE

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

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

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

Hours (days) <u>Earned (based on hrs)</u>	Maximum Vacation <u>Accumulation Limits</u>
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. Effective July 1, 2014, management employees in Group I & II will be granted 64 hours of additional vacation time as management leave in the first full pay period of each fiscal year (or pro-rated upon hire date). These hours are a separate leave benefit and not counted against the maximum vacation accrual established based on length of service. Employees may, at their option, sell back up to 48 of the 64 hours of management leave each fiscal year at their hourly rate of pay. This leave will be tracked separately from the regular vacation accrual and is not intended to carry over from year to year. If this time is not used by the end of the fiscal year (see note), up to 48 hours of the remaining balance will be automatically cashed out to the employee. Any sale of management vacation hours will be deducted only from the management vacation leave balance. The remaining 16 hours of leave can not be cashed out and must be taken as time off only. If any hours remain at the end of the fiscal year after 48 hours are cashed out, the remaining hours will carry over to the new fiscal year (see note) However, and the hours granted for the new fiscal year shall be reduced by the number of hours equal to those carried over.
 - a) All management attorneys in the District Attorney's Office, Child Support, Minors Advocate, and County Counsel will be granted 80 hours additional management leave in the first full pay period of each fiscal year (or pro-rated upon hire date). Which will not carry over and may be cashed out in full.
 - b) Management employees in Group III will be granted 40 hours of vacation time in the first full pay period of each fiscal year (or pro-rated upon hire date). All other terms described above apply.

SECTION V

UNREPRESENTED MANAGEMENT BENEFITS

4. All Management employees may, at their option, sell back an additional 8 hours of accrued regular vacation each fiscal year, (see note) at their hourly rate of pay, to be contributed directly to the employee's deferred compensation account.
5. Upon the recommendation of the Human Resources Director, the County Administrative Officer may authorize a vacation accrual rate for management positions hired from outside the county at an amount equivalent to what their accrual would be if their service time with other public agencies was earned in Kings County. Additionally, when this advanced accrual rate is authorized at the time of hire, the prior public service time will be used for calculating future adjustments to the accrual rate as if the time was earned with Kings County.

Note: 1) For purposes of payroll processing of vacation hour sell backs described above, the end of the fiscal year is defined as the last day of pay period 13 in any year. 2) Management leave is not available for use during pay period 14. 3) Provisions regarding vacation do not apply to elected officials.

HEALTH/DENTAL/OPTICAL PLAN PREMIUM CONTRIBUTION

Employees who elect to use a Health Plan offered by the County must continue to participate in the Dental and Optical plans and must remain in that plan until the open enrollment period of the plan. Employees electing to prepay their insurance will not be allowed to drop insurance coverage except at open enrollment unless the employee has a qualifying status change.

Effective May 22, 2017 (pay period 2017-21), the County contribution (per month based on 24 pay periods) to the health/dental/optical insurance premium will be as follows:

PPO Plan	
Health/Dental/Vision	
<u>Plan Level</u>	<u>County Share</u>
Single	\$ 596.12
Two-Party	\$ 1085.36
Family	\$ 1633.14

The County shall pay 100% of the health insurance premium (including the medical, dental and vision plans) for the health plan offered by the County for each management employee and their eligible family members, based on their enrollment in such health plan. Employees promoting into or demoting out of management classifications after open enrollment will be treated as a "status" change and may enter or leave the plan, or modify the number of dependents covered.

DEFERRED COMPENSATION

Effective January 1, 2014, for every three dollars contributed to the County contracted deferred compensation programs by management employees, the County shall contribute one dollar to the employee's account, up to a maximum of twenty five hundred dollars (\$2,500) per calendar year.

RETIREMENT/PERS SERVICE CREDIT

The County contracts with the Public Employee Retirement System (PERS) for this benefit and pays the employee contribution for members of the Board of Supervisors only. All management employees pay the total Miscellaneous or Safety PERS employee contribution depending on their classification and status within PERS (Classic or "new member" – see below).

SECTION V

UNREPRESENTED MANAGEMENT BENEFITS

Miscellaneous Non-Safety Management

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 – 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 for employees to have, at their option, the ability to apply to PERS for retirement service credit for their unused sick leave balance. However, the County limits the use of this provision to employees who have not cashed out their sick leave or opted for the Retiree Health benefit.

Safety Management

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 – 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.

Elected Officials

Pursuant to State Law local elected officials have the option of declining participation in the Public Employees Retirement System. An amount equal to the Employee's share of retirement may, if an elected officer declines participation in PERS, be applied toward the County Sponsored deferred compensation plan in lieu of the PERS contribution. The County match amount for this benefit shall not exceed the match provided to management employees described above.

TERM LIFE/ACCIDENT INSURANCE

Term life/accident insurance (with an option for portability when leaving County service in good standing) is provided for management employees as follows:

Management Group I	\$ 50,000
Management Group II/III	\$ 40,000

SECTION V

UNREPRESENTED MANAGEMENT BENEFITS

LONG TERM DISABILITY INSURANCE

Long Term Disability (LTD) Insurance is provided to all management employees.

SICK LEAVE ACCRUAL

- a. All regular full-time and regular part-time management 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 management employees hired January 1, 1999 or thereafter 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) | .038462 |
| 10,401 - 20,800 | 88 (11 days) | .042308 |
| 20,801 + | 96 (12 days) | .046154 |

Note: Provisions regarding sick leave do not apply to elected officials.

UNUSED SICK LEAVE PAYOFF/POST RETIREMENT HEALTH BENEFIT

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

- a) Management employees hired January 1, 1999 or later, 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>
10,401 - 41,600	40%
41,601 and over	50%

To qualify for the retiree health benefit the employee and any eligible 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 account remains the property of the County.

- b) Management 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 or cash as follows:

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

SECTION V

UNREPRESENTED MANAGEMENT BENEFITS

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) benefit the 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 eligible 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 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.

ELECTED OFFICIALS - POST RETIREMENT HEALTH INSURANCE

Kings County elected Officials may be eligible for a Post Retirement Health Benefit upon retiring from the County. All the criteria shall apply as for management post retirement health insurance generally except that: An elected official is eligible for the post retirement health insurance benefit described below if that elected official: 1) serves at least five (5) consecutive years in office without break in service between the five years served and the date of departure from elected office; and 2) either simultaneously retires from PERS at the end of such service (or is at that time already retired from PERS). The benefit is calculated by multiplying the hourly rate at the time of eligibility, by the number of consecutive years in office, and then multiplying the result by one half of the annual sick leave benefit provided to management employees at the time of eligibility. The official may defer use of this benefit if otherwise covered on the County health plan at the time of eligibility so long as there is no break in coverage during the deferral period. Pursuant to existing practice the balance does not accrue interest. *(Note: the change in the formula will go in to effect at the start of each sitting elected's next consecutive term in office and at the time of filing candidacy papers for any new candidate who is subsequently elected.)* Any previously earned benefit will be calculated and recorded by the Finance Department.

SECTION V

UNREPRESENTED MANAGEMENT BENEFITS

If a balance remains at the time the elected, and/or his/her spouse or eligible dependent no longer participates in the County health insurance, this amount can be applied toward a Medicare Part B plan or Medicare supplement, or PERS Long Term Care plan. Participation in the County health insurance program is not required for the elected, and/or spouse or eligible dependent to direct all or part of the funds in this account to a Medicare Part B or PERS Long Term Care plan premium. In all other instances, any balance on account remains property of County.

P.O.S.T. EDUCATION INCENTIVE PAY

1. Employees in the classifications of Assistant Chief DA Investigator, Assistant Sheriff, Sheriff's Commander, Detentions Commander and Chief District Attorney Investigator who possess a valid P.O.S.T. Management Certificate shall be entitled to receive compensation in the amount of \$200.00 per month (\$92.31 per pay period). Employees must submit certification to the appropriate department head prior to payment authorization. Employees receiving compensation for P.O.S.T. Management Certification shall not be entitled to compensation for other P.O.S.T. certification.
2. Employees in the above indicated classifications possessing valid, current P.O.S.T. Supervisory Certification shall be entitled to receive compensation in the amount of \$150.00 per month (\$69.23 per pay period). Eligible employees must submit appropriate certification to the department prior to payment authorization. Employees receiving compensation for P.O.S.T. Supervisory Certification shall not be entitled to compensation for other P.O.S.T. certification.
3. Employees in the above indicated classifications possessing valid, current P.O.S.T. Advanced Certification shall be entitled to receive compensation in the amount of \$125.00 per month (\$57.69 per pay period). Eligible employees must submit appropriate certification to the department head prior to payment authorization. Employees receiving compensation for P.O.S.T. Advanced Certification shall not be entitled to compensation for other P.O.S.T. certification.
4. Employees in the above indicated classifications possessing valid, current P.O.S.T. Intermediate Certification shall be entitled to receive compensation in the amount of \$100.00 per month (\$46.15 per pay period). Eligible employees must submit appropriate certification to the department head prior to payment authorization. Employees receiving compensation for P.O.S.T. Intermediate Certification shall not be entitled to compensation for other P.O.S.T. certification.

BATTALION CHIEF STIPEND

The intent for the Battalion Chief Stipend is to provide a method of compensation when Battalion Chiefs are assigned to work extra shifts outside their regular assigned working hours. Based on an estimate of anticipated vacation, training time and possible sick leave use for the three field Battalion Chiefs, it is necessary to provide additional field coverage for up to 52 shifts or partial shifts annually. The Battalion Chief Stipend applies to all assigned Battalion Chiefs in the Operations, Fire Prevention and Training Divisions.

The stipend rates are as followed:

<u>Stipend</u>	<u>Hours</u>
\$900	Full Shift - 24 hours
\$450	Partial Shift – 12 to 24 hours

*Coverage of less than 12 hours will not be compensated. This time is compensated through Management Leave.

*Employees shall not receive stipend pay for any hours they receive strike team pay.

While the Administrative Battalion Chief assigned to Fire Prevention/Training activity would also be eligible for the stipend if he/she covers for an Operation Battalion, this stipend will not apply for coverage of the Fire Prevention/ Training Battalion Chief's absences.

SECTION V

UNREPRESENTED MANAGEMENT BENEFITS

FIRE MANAGEMENT STRIKE TEAM PAY

Fire management positions (Battalion Chief and Assistant Fire Chief) will be compensated while on, or as relief to, strike team at the current rate required by the California Fire Assistance Agreement with Cal OES.

*Employees shall not receive stipend pay for any hours they receive strike team pay.

BATTALION CHIEF HOLIDAY-IN-LIEU

All Shift (56 Hour work week) Fire Battalion Chiefs shall receive Holiday-in-Lieu. Holiday-in-Lieu time will be recorded and paid as 24 hours of "Holiday-in-Lieu" for each whole holiday and 12 hours for each half-day holiday. If a Shift Battalion Chief is required to work on a holiday, no other day off will be traded or exchanged for the schedule day.

All Administrative (40 hour work week - Fire Prevention/ Training) Battalion Chiefs shall receive 8 hours Holiday Pay and will receive an additional 16 hours Holiday-in-Lieu for each whole holiday. On ½ day holidays, Administrative Battalion Chiefs will receive 4 hours of Holiday Pay with no additional compensation of Holiday-in-lieu.

UNIFORM ALLOWANCE

The management employee classifications listed below shall be entitled to receive a uniform allowance which will automatically be adjusted to the same amount as the bargaining unit employees they supervise, currently:

Assistant Chief DA Investigator	\$550
Assistant Fire Chief	\$850
Assistant Sheriff	\$850
Battalion Chief	\$850
Chief District Attorney Investigator	\$550
Chief Probation Officer	\$550
Deputy Chief Probation Officer	\$550
Detentions Commander	\$850
Detentions Lieutenant	\$850
Fire Chief	\$850
Food Services Manager	\$275
Juvenile Corrections Manager	\$550
Probation Division Manager	\$550
Sheriff	\$850
Sheriff's Commander	\$850
Sheriff's Records Manager	\$275

1. All employees required to wear a uniform by the County shall receive a uniform allowance paid directly to the employee. Only the initial uniform allowance paid to employees shall be paid in a lump sum. New employees shall receive their initial allowance in the first full pay period following the date of employment. Employees who voluntarily terminate within the first 90 days after receiving their initial allowance shall be required to reimburse the County for one-half of their initial allowance. Those who voluntarily terminate during the second 90 days after receiving their initial allowance will be required to reimburse the County for one-quarter of the allowance.
2. Eligible employees who are on the regular County payroll in paid status shall receive the annual uniform allowance as follows: Employees will be paid 1/26 of the annual allowance each pay period in paid status. The uniform allowance shall not be paid for any pay period the employee is in unpaid status the entire pay period.
3. 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 Act of 2013).

SECTION V

UNREPRESENTED MANAGEMENT BENEFITS

BILINGUAL PAY

Upon the written request of a department head explaining the business necessity, the County Administrative Officer may approve bilingual pay for a management employee in the amount of \$25 per pay period when use of their bilingual skills is determined to be an essential service need. Bilingual pay shall be terminated, and a new request for bilingual compensation may be submitted, if the employee is demoted, promoted, transferred or reassigned. The decision of the County Administrative Officer regarding the granting and termination of bilingual payment shall be final and shall not be subject to appeal or grievance procedures. Employees receiving bilingual pay may be required to use their bilingual ability to assist other departments within the County. When a part-time employee is assigned bilingual duties, the bilingual pay shall be prorated. Employees who translate for more than one language are not eligible to receive additional bilingual compensation for the additional language(s).

LEGAL SPECIALIST CERTIFICATION PAY

Employees who are hired at or promoted to the Management attorney classifications at or above the III level are eligible for additional compensation as outlined below once they have acquired and maintain a State Bar of California-approved Legal Specialist Certification as a Family Law Specialist or Child Welfare Law Specialist. Certification in any other legal specialties will not be considered qualifying for Legal Specialist Certification pay.

<u>\$150 per month</u> Deputy County Counsel III	<u>\$200 per month</u> Deputy County Counsel IV Supervising Attorney – Child Adv. Supervising Attorney – Child Sup.
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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.

PUBLIC HEALTH DEPARTMENT PROFESSIONAL LICENSES

The County will reimburse, or pay, required professional license fees for unrepresented management employees in the classifications listed below (which will be monitored by the Public Health Department):

- Environmental Health Division Manager
- Nursing Division Manager
- Nutrition Services Manager
- Supervising Environmental Health Officer
- Supervising Public Health Nurse
- Physician's Assistant
- Family Practice Nurse Practitioner

SECTION VI

BASE AND TIME OF PAY

Compensation shall be paid on a bi-weekly basis within the hourly or monthly rate established for the class of position to which an individual has been appointed except where otherwise indicated in this resolution. For accounting purposes within the Auditor's Office and in the Human Resources Department, the employment records of all employees, whether paid at a monthly or hourly rate, will be maintained on an hourly basis. The first pay period shall be from Monday (starting at 0001 Monday morning) to midnight (2400) of the second Sunday thereafter. Compensation shall be payable on or before the fifth working day after the conclusion of each pay period for service rendered during the preceding pay period.

Any officer required to file an affidavit as a condition of receiving his/her salary for any one month shall not receive the final installment of his/her salary for any month until he/she has submitted to the Auditor/Controller such affidavit or affidavits as are required by law.

EFFECTIVE DATE

This Resolution shall take effect _____, except as to those items previously approved by action of the Kings County Board of Supervisors, and as to those items, the effective day shall be the date of the Board action.

The foregoing resolution was adopted upon motion by Supervisor _____, seconded by Supervisor _____, at a regular meeting held _____ by the following vote:

AYES: Supervisors
NOES: Supervisors
ABSENT: Supervisors

Craig Pederson, Chairman of the Board of Supervisors
County of Kings, State of California

WITNESS my hand and seal of said Board of Supervisors this _____ day of _____, 2021.

Clerk of said Board of Supervisors



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM October 26, 2021

SUBMITTED BY: Department of Public Health – Darcy Pickens

SUBJECT: NOVEL CORONAVIRUS 2019 COUNTY UPDATE

SUMMARY:

Overview:

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

Recommendation:

Receive an update on the local emergency in Kings County due to the imminent and proximate threat of exposure of COVID-19 on the residents of the County of Kings and take action as deemed necessary.

Fiscal Impact:

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

BACKGROUND:

A Novel Coronavirus (COVID-19) was first detected in Wuhan City, Hubei Province, China, in December 2019. The Centers for Disease Control and Prevention (CDC) considers the virus to be a very serious public health threat. The exact modes of transmission, the factors facilitating human-to-human transmission, the extent of asymptomatic viral shedding, the groups most at risk of serious illness, the attack rate, and the case fatality rate all remain active areas of investigation. The CDC believes at this time that symptoms appear two to fourteen days after exposure. Currently, there are vaccines for antiviral treatment of COVID-19. County staff has been working diligently to assess and provide resources and information to the community regarding COVID-19. An update will be provided to the Board on County related activities and response.

BOARD ACTION:

APPROVED AS RECOMMENDED: ____ OTHER: ____

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

CATHERINE VENTURELLA, Clerk of the Board

By _____, Deputy.