

The County of Kern & SEIU MOU Negotiations

November 18, 2024

Kern County Proposal #3

Last, Best, and Final Offer

***Proposals are presented as a package deal**

Proposal #2 – Clean up language

Sent to SEIU on 6/13/2024

Proposal #3 - Salary

Total County Cost of Proposal for Y1 = \$18,120,573.69

Total County Cost of Proposal for Y2 (Cumulative of Year 1) = \$36,241,147.38

Total County Cost for 2 years = \$36.2M

***All salary increases are post-COLA ranges that were effective July 13, 2024**

Contract Term – 3 years, set to expire June 30, 2027

Salary – Total Cost \$36.2M

Year 1 - 3% increase effective pay period following Board approval

Year 2 - 3% increase effective pay period 2025-14, 7/12/2025 payable 8/5/2025

Year 3 – Salary reopener

Vacation Pay Out – Proposal is one option at SEIU’s choosing, each total \$2.8M

Option 1 – Onetime cash out of 30 hours of vacation for those employees that would have 30 hours remaining vacation in vacation accruals at time of cash out request – Estimate 2,627 SEIU members eligible (50.48%)

Option 2 – Onetime cash payment option of \$500 for all 5,204 SEIU members

DHS Reclass – County Cost \$1M for Y1

Human Services Aide 52.6 to Youth Care Associate 55.4 (3 incumbents) (Step 1 - \$18.11 to \$20.82; 15% increase)

Human Services Aide 52.6 to Youth Care Specialist 57.4 (23 incumbents) (Step 1 - \$18.11 to 23.01; 27% increase)

Group Counselor I 53.8 to Youth Care Associate 55.4 (23 incumbents) (Step 1 – \$19.23 to \$20.82; 8% increase)

Group Counselor II 55.8 to Youth Care Specialist 57.4 (7 incumbents) (Step 1 - \$21.24 to \$23.01; 8% increase)

Group Counselor III 58.1 to Youth Care Supervisor 59.4 (6 incumbents) (Step 1 - \$23.82 to \$25.42; 6.5% increase)

Library Reclass and Salary Increases– County Cost \$457,936 for Y1

Librarian I (58.8, 3 incumbents), Librarian II (59.8, 1 incumbents), Librarian III (61.3 incumbents) - Reclass to Librarian (62.6) and Senior Librarian (63.8) (\$24.67 to \$29.82 – 21% increase; and \$27.95 to \$31.66; 13.50% increase)

Library Associate 53.4 to 56.2 (Step1 \$18.85 to \$21.67; 15% increase)

Equipment Mechanic Salary Changes – County Cost \$399,963 for Y1

Employees will move from current step to same step at new range

Heavy Equipment Mechanic from 58.7 to 60.9 (19 incumbents at PW)
(Step 1 - \$24.55 to \$27.40; 11.50% increase)

Fire Heavy Equipment Mechanic from 58.7 to 60.9 (12 incumbents at Fire) (Step 1 - \$24.55 to \$27.40; 11.50% increase)

Supervising Heavy Equipment Mechanic from 62.5 to 64.8 (2 incumbents at PW and 3 at Fire) (Step 1 - \$29.67 to \$33.28; 11.50% increase)

Equipment Maintenance Superintendent, from 65. To 67.3 (1 incumbent at Fire)
(Step 1 - \$33.61 to \$37.70, 11.50%; 11.50% increase)

Various Salary Increases – County Cost \$1.1M for Y1

Employees will move from current step to same step at new range

Security Attendant from 50.7 to 54.6 (\$63,445 with 5 incumbents) (Step 1 -\$16.47 to \$20.01; 21.50% increase)

Technology Services Supervisor from 69.6 to 70.2 (\$20,745 with 13 incumbents)
(Step 1 - \$42.48 to \$43.57; 2.55% increase)

Deputy Clerk of the Board from 56.8 to 60.6 (\$9,2466.70 with 5 incumbents) (Step 1 - \$22.33 to \$26.99; 9%)

Election Processing Coordinator from 60.3 to 62 (\$6,371.71 with 3 incumbents)
(Step 1 - \$26.59 to \$28.94; 8.50% increase)

Administrative Coordinator from 60.3 to 62 (\$795,090 with 85 incumbents) (Step 1 - \$26.59 to \$28.94; 8.50% increase)

Sr HR Specialist from 59 to 60 (\$81,532 with 17 incumbents) (Step 1 - \$24.92 to \$26.19; 5% increase)

Fiscal Support Supervisor from 59.6 to 60 (\$70,056 with 36 incumbents) (Step 1 - \$25.68 to \$26.17; 2% increase)

Office Services Coordinator from 57.1 to 59 (\$93,280 with 11 incumbents) (Step 1 - \$22.67 to \$24.92; 9.50% increase)

County Proposal #4 – Rights of Parties

Sent to SEIU on 8/13/2024

Tentative Agreement:

For the County:

For SEIU:

Tracey A. Eldridge, CHRO Date

Yvonne Davila, SEIU Lead Negotiator Date

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ARTICLE V – COMPENSATION

Section 6. Salary Adjustments

A. During the term of this Agreement, Kern County will continue payment of the biweekly "New Employee Premium Pay", equal to 6% of base salary for those employees hired on or after October 27, 2007, and who are earning retirement service credit under Government Code section 31676.0 I commonly referred to as 1.62% at age 65. The New Employee Premium Pay shall be calculated by multiplying the employee's hourly rate times the amount of hours the employee is paid for during the pay period including hours worked and paid time off but excluding overtime. Notwithstanding the foregoing and in addition to the provisions contained in Article VI, Section 2, employees will not receive the New Employee Premium Pay if, for any reason, the employee is earning service credit under the higher 3% at age 60 defined benefit formula.

B. Base Salary Schedule

1. Effective January 1, 2022, a 10-step Base Salary Schedule included in Appendix B to this MOU, was adopted for all employees covered by this MOU; notwithstanding employees that are paid a flat rate biweekly or hourly rate.
2. The 10-step Base Salary Schedule has 2% incremental growth between each step.
3. Effective with the pay period following July 1, 2022, and the beginning of the pay period following July 1st of each subsequent year, all employees will move to the next higher base step in the associated range for their classification until they reach Step 10.
4. Advancement between steps is not based upon employee performance.
5. The implementation of this Base Salary Schedule is not intended to limit or prevent the negotiation of additional COLA's or additional Salary Increases.

C. Additional COLA's

1. Effective with the pay period following July 1, 2024, employees covered by this MOU will receive an additional COLA of two percent (2.0%) of their base salary, which will be represented by an increase in salary range of 0.4 for each classification. The County agrees to reopen negotiations on this section if another bargaining unit negotiates a COLA higher than two percent (2.0 %).
2. The County agrees to reopen negotiations for an additional COLA that could take effect the pay period following July 1, 2025, 2026 and 2027 of each year. Such negotiations would start no earlier than January 1st of each year.

D. Additional Salary Increases

1. Effective pay period following adoption of this MOU, all members will receive a 3% additional salary adjustment.
2. Effective first pay period following July 1, 2025, all members will receive a 3% additional salary adjustment.
3. *Insert one time \$500 cash payout per County proposal #3, pay out date to be determined based upon Board adoption date.*
4. The County agrees to reopen negotiations for an additional salary adjustment that could take effect the pay period following July 1, 2026. Such negotiations would start no earlier than January 1, 2026.

Tentative Agreement:

For the County:

For SEIU:

Tracey A. Eldridge, CHRO Date

Yvonne Davila, SEIU Lead Negotiator Date

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Kern County Proposal #4

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New Employee Information and Employee Access – New Section as the information currently resides within Side Letter Agreement #111-2018, effective June 27, 2017.

Article III – Rights of Parties

Section 13- New Employee Information

- A. Each pay period the County will provide SEIU with a list of all SEIU members and eligible members with the following information:
1. Name and employee number
 2. Hire date and seniority date
 3. Job title and bargaining unit
 4. Salary, unit or hourly Rate.
 5. Employee contact information as provided by the employee (address, personal cell phone number, personal email address)
 6. Assigned department and work location
 7. Dues paid for the pay period
- B. ~~Notwithstanding the above, the County shall not be required to provide SEIU information for any employee who has submitted a written request pursuant to Government Code section 6254.3(c) prohibiting the disclosure of their home address, home telephone number, personal cell number, or personal email address.~~
- C. ~~If SEIU receives the address of a non-dues paying member (other than new employees), it agrees not to use the information for any purposes, including Union business.~~

Section 14- Access and New Employee Orientation

- A. The County will administer a New Employee Orientation monthly and all new employees, both permanent and extra help, shall attend the first New Employee Orientation following the commencement of his/her/their employment.
- B. SEIU agrees to provide the County with copies of the material to be used in the session. SEIU agrees to not to disparage the County during New Employee Orientation.

- C. The County will provide SEIU with written notice of each scheduled New Employee Orientation at least 10 business day prior to the event, which shall also include departmental new employee orientations at the Department of Human Services and Behavioral Health and Recovery Servies.

- D. SEIU shall have access to each new employee orientation and shall have 30 minutes for each 4 hours of scheduled program to provide information regarding its organization to its represented employees and members (i.e.. 30 mins for half-day orientation or 1 hour for a full day orientation), which shall be scheduled within the first half of the scheduled program.

- E. The County will provide a list of all new employees, including their departments, who were excused absent and unable to attend their schedule New Employee Orientation within 10 business days following each New Employee Orientation, and will permit each employee 30 minutes of their scheduled work time to meet with SEIU representatives at each employee's discretion.

- F. SEIU participation in the New Employee Orientation events described in this section, shall be conducted on work time, including travel time to meetings, by a Chapter board member, officer, or shop steward, and a SEIU representative designated by SEIU.

Tentative Agreement:

For the County:

For SEIU:

Tracey A. Eldridge, CHRO Date

Yvonne Davila, SEIU Lead Negotiator Date