Kern County
Agt. # 197-2023

AMENDMENT NO. 1 TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF KERN AND KERN COUNTY PROSECUTORS' ASSOCIATION FOR BARGAINING UNIT P

This Amendment is made and entered APR 18 2023, by and between the COUNTY OF KERN (hereafter "County"), a political subdivision of the State of California, and Kern County Prosecutors' Association (hereafter "KCPA"), parties to the Memorandum of Understanding (Kern County Agt. 586-2021) (hereafter "MOU"), after having met and conferred in good faith:

WITNESSETH:

WHEREAS, the County and KCPA entered into the MOU for Bargaining Unit P, effective from September 28, 2021 through June 30, 2024; and

WHEREAS, the District Attorney's Office and Department of Child Support Services have experienced significant difficulty in recruiting and retaining attorneys within each of their departments; and

WHEREAS, County and KCPA met and conferred in good faith over changes to the MOU that will increase the effectiveness in both the District Attorney's Office and Department of Child Support Services with recruiting and retaining attorneys, including making a market equity adjustment to wages, providing a cost of living adjustment to address the increased cost of living, providing a recruitment bonus to new hires, and enhancing special assignment pay;

WHEREAS, in accordance with the Agreement, representatives of County and KCPA jointly propose the following changes to the current Agreement.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. The parties agree that Article I – Term shall be amended to read as follows:

   This MOU between the County and KCPA is effective from September 28, 2021 through June 30, 2025.

   Notwithstanding the foregoing, except as expressly stated herein, no provision of this MOU shall be retroactive to a date preceding the date the Board of Supervisors approves this MOU.

2. The parties agree that Article VIII, Section 4 shall be amended to read as follows:

   Section 4. Supervisory and Specialized Unit Assignment Pay

   The County shall compensate all Deputy District Attorneys or Child Support Attorneys who have been assigned by the District Attorney and/or her designee or the Director of Child Support Services and/or her designee to supervise a permanent unit within the District Attorney's Office or Department of Child Support Services or assigned to a specialized unit within the District Attorney's Office a special assignment pay equivalent to the following percentage of the assigned employee's base salary:

   1. Supervisory Assignment 10.0%
   2. Homicide Unit Assignment 7.5%

3. Sex Crimes Unit Assignment 5.0%
4. Gang Unit Assignment 4.0%
5. Office of Traffic Safety Unit 4.0%

Such premium compensation shall only be paid during the period in which the employee is assigned to these specialized roles. The District Attorney or Director of Child Support Services shall have full and complete discretion to assign and reassign staff into and from these specialized roles as needed within the department, and as authorized by the Board of Supervisors. The reassignment of staff and/or subsequent loss of these special assignment pays are not grievable.

3. The parties agree that Article VIII, Section 6 E, F, and G shall be added as follows:

E. Effective April 22, 2023, all employees covered by this MOU shall receive an equity increase in salary as represented by the salary ranges included in the table below:

Item No.	Classification	Salary Range
1224	Child Support Attorney I	66.3
1223	Child Support Attorney II	69.1
1222	Child Support Attorney III	72.0
1221	Child Support Attorney IV	76.3
1220	Child Support Attorney V	78.6
1259	Deputy District Attorney I	66.3
1253	Deputy District Attorney II	69.1
1247	Deputy District Attorney III	72.0
1241	Deputy District Attorney IV	76.3
1235	Deputy District Attorney V	78.6

F. Effective July 1, 2023, employees covered by this MOU will receive an additional COLA of four (4%) of their base salary, which will be an increase in salary range of 0.8 for each classification, as represented by the table below:

Item No.	Classification	Salary Range
1224	Child Support Attorney I	67.1
1223	Child Support Attorney II	69.9
1222	Child Support Attorney III	72.8
1221	Child Support Attorney IV	77.1
1220	Child Support Attorney V	79.4
1259	Deputy District Attorney I	67.1
1253	Deputy District Attorney II	69.9
1247	Deputy District Attorney III	72.8

1241	Deputy District Attorney IV	77.1
1235	Deputy District Attorney V	79.4

G. The County agrees to reopen negotiations for an additional COLA only that could take effect on July 1, 2024. Such negotiations would start no earlier than February 1, 2024.

4. The parties agree that Article VIII, Section 7 shall be added as follows:

Section 7. Recruitment Bonus

A. The County will provide all employees hired on or after April 22, 2023 in a permanent capacity as a Deputy District Attorney or a Child Support Attorney a $15,000 non-pensionable recruitment bonus. The bonus shall be payable in full upon appointment by the District Attorney or Director of Child Support Services subject to completion of a five-year term of service with the hiring department.

B. Appointees who do not complete the agreed upon term of service shall be subject to repayment of the bonus with the following amortization schedule:

1. Less than one year of service - $15,000
2. Less than two years of service - $12,000
3. Less than three years of service - $9,000
4. Less than four years of service - $6,000
5. Less than five years of service - $3,000

C. Appointees shall acknowledge in writing the terms and conditions required for the bonus prior to receipt of payment.

D. This subsection shall not apply to appointees who are current County employees, employed as an attorney, or who have been previously employed by the County as an attorney within three years of their appointment.

5. The parties agree that Article IX, Section 10 shall be amended to read as follows:

Section 10. Professional Development Allowance

A. The County shall provide each employee covered by this MOU with an annual allowance of $1,000 to cover the cost of continuing legal education programs, for membership in local or specialized Bar Association groups, and/or for the purchase of approved educational materials including, but not necessarily limited to; books, audio/video tapes, software programs.

B. The professional development allowance will be payable bi-weekly with the annual allowance divided by 26.089.

6. Except as amended herein, each term of the Agreement shall remain in full force and effect.

KCPA:

Joseph L. Marcano,
President, KCPA

COUNTY OF KERN:

Chairman, Board of Supervisors

Devin W. Brown
Chief Human Resources Officer

Approved as to Form
County Counsel