November 10, 2026

Board of Supervisors
Kern County Administrative Center
1115 Truxtun Avenue
Bakersfield, CA 93301

PROPOSED MEMORANDUM OF UNDERSTANDING BETWEEN KERN COUNTY FIRE FIGHTERS' UNION, IAFF LOCAL 1301, AND THE COUNTY OF KERN PROVIDING CHANGES TO WAGES, HOURS, AND TERMS AND CONDITIONS OF EMPLOYMENT EXPIRING JUNE 30, 2027.
Annual Fiscal Impact: $533,000; Fire Fund; Not Budgeted; Discretionary

The County's most recent Memorandum of Understanding (MOU) with the Kern County Sheriff's Fire Fighters Union Local IAFF 1301 (KCFFU) expired on June 30, 2026. The proposed MOUs (attached) with KCFFU would cover the period from July 1, 2026, through June 30, 2027.

The substantive changes made in the proposed MOU are:

- Contract term through June 30, 2027
- A salary adjustment reopener in 2027
- Addition of a Floating Personal Holiday
- Revisions to the Call Back Emergency Overtime Language
- Addition of five threshold languages to be eligible for bilingual pay and an Increase in Bilingual Pay to $35 for verbal and $70 for written designated positions
- Increased annual uniform allowance from $1,300 to $1,550
- Extension of winter recess through extended MOU term

This proposed MOU incorporates benefits that have been provided to other non-safety bargaining units during the term of KCFFU's prior contract; specifically, the floating holiday and changes to bilingual pay.

The future fiscal landscape of the County is uncertain. The short-term nature of the proposed agreement and the inclusion of a salary reopener in 2027 provide flexibility to address compensation both throughout the contract and in the near future during negotiations for the next successor agreement.

The total fiscal impact of the contract is approximately $533,000 annually.

Therefore, **IT IS RECOMMENDED** that your Board approve and authorize the Chairman to sign the Memorandum of Understanding with KCFFU for bargaining units F and 7 through June 30, 2027, and direct the

Auditor-Controller-County Clerk, Chief Human Resources Officer and the Kern County Employee's Retirement Association to implement the changes.

Sincerely,

Tracey A. Eldridge
Chief Human Resources Officer

cc: Nancy Anderson, County Administrative Officer
Aaron Duncan, Fire Chief
Dominic Brown, Executive Director of KCERA
Jesse Waldowski, Kern County Fire Fighters Association

KERN COUNTY

GROUNDED & BOUNDLESS

Kern County Fire Fighters Union

Memorandum of Understanding

July 1, 2026 – June 30, 2027

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MEMORANDUM OF UNDERSTANDING

PREAMBLE

This Memorandum of Understanding is entered into pursuant to the Meyers-Milias-Brown Act (Government Code Sections 3500 et. seq.) and the Employer-Employee Relations Resolution adopted by the Kern County Board of Supervisors.

ARTICLE I

UNION RECOGNITION:

The County of Kern recognizes the Kern County Fire Fighters Union, Inc., IAFF Local 1301, AFL/CIO, as the employees' organization officially certified by the Board of Supervisors pursuant to Resolution 84-166, Employer-Employee Relations Resolution, and the Meyers-Milias-Brown Act to represent all safety classification Fire Fighters, Engineers, Fire Heavy Equipment Operators, Captains, Battalion Chiefs, Firefighter Apprentice (JAC) and positions created in order to allow the Fire Department to comply with the Americans With Disabilities Act.

ARTICLE IA

SCOPE OF REPRESENTATION:

The Scope of Representation of the Union includes all matters relating to employment conditions and employer-employee relations including, but not limited to, wages, hours and other terms and conditions of employment but excluding the merits, necessity or organization of any service or activity provided by law or by direction of the Board of Supervisors.

ARTICLE II

COUNTY RECOGNITION:

The Union recognizes the Chief Administrative Officer of the County of Kern or their designated representative as representing the Kern County Board of Supervisors.

ARTICLE III

GOOD FAITH MEET AND CONFER:

The parties have met and conferred in good faith regarding wages, hours, and other terms and conditions of employment. The parties jointly present this Memorandum of Understanding to the Kern County Board of Supervisors for adoption pursuant to the Employer-Employee Relations Resolution.

ARTICLE IV

UNION DUES DEDUCTION:

A. The County of Kern agrees to deduct and to pay to the Union biweekly dues and assessments in an amount certified to be current by the Secretary-Treasurer of the Union. The Union agrees to pay a service fee to the County for payroll deduction for Union dues, insurance, or other assessments as mutually agreed to by the Union and the County. The payroll deduction service fee shall be two (2) cents per deduction, per biweekly pay period.

B. Indemnification - The Union shall indemnify the County and hold it harmless against any and all suits, claims, demands or other liabilities, including the payment of County's reasonable attorney fees, that may arise out of or by reason of any action taken by the County for purposes of complying with this section.

ARTICLE V

DISCRIMINATION:

The County of Kern agrees not to discriminate against any employee for their activity on behalf of, or membership in, the Union. Both parties shall comply with all applicable federal and state laws prohibiting discrimination and shall not discriminate against any employee because of the employee's race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, or the employee's inclusion in a legally protected class.

ARTICLE VI

UNION BUSINESS:

Employees who serve as representatives of the Union will be provided reasonable time off without loss of compensation or other benefits when meeting and conferring with representatives of the County regarding terms and conditions of employment, or conducting other Union business, provided that attendance of such employees has been formally requested or confirmed in writing by the Union to the Fire Chief. The Fire Chief has the right to place reasonable limits on such time off and will record in writing on the letter of request any conditions or limitations imposed. Unwarranted abuses of any such conditions or limitations will be grounds for withholding approval for subsequent authorized absences. Disapproval by the Fire Chief will be immediately transmitted in writing to the Union, with a copy to the Chief Administrative Officer, stating the reason for disapproval. No disapproval by the Fire Chief will be valid if review by the County Administrative Officer results in a finding that such disapproval was either arbitrary or capricious.

ARTICLE VII

PREVAILING BENEFITS:

Existing benefits including the rights, privileges and working conditions not listed in this MOU shall remain in full force and effect unless changed by formal meet and confer in good faith process.

The parties recognize that there are existing ordinances, resolutions, policies, and rules and regulations as contained in the County Ordinance Code, Kern County Administrative Procedures Manual, and Rules of the Civil Service Commission relating to benefits and other terms and conditions of employment and the same are not affected by this MOU except as contained herein.

ARTICLE VIII

RULES AND REGULATIONS:

New rules and regulations or changes to same for the Fire Department will be implemented following a formal meet and confer in good faith process. The Fire Chief shall name three (3) representatives and the Union shall name three (3) representatives as a committee to update Fire Department rules and regulations.

ARTICLE IX

Hours Worked:

A. Battalion Chiefs and Division Chiefs are considered nonexempt employees for the purpose of implementing the provisions of the FLSA.

B. The County adopts the 207 (k) exemption under the FLSA for all employees covered by this MOU. All employees covered by this MOU will be subject to a 14-day work period and shall be eligible for overtime compensation for all hours worked after reaching the stated maximum hour thresholds below:

1. Fire Suppression - 106 hours worked during a 14-day work period.
2. Arson – 86 hours worked during a 14-day work period

C. Notwithstanding subsection B, employees with 40-hour scheduled administrative assignments shall have a maximum hour threshold of 40 hours worked in a 7-day workweek.

D. Hours worked shall not include any non-productive paid time off, including paid vacation, paid sick leave, and paid compensatory time-off. Hours worked shall include paid military leave or paid holidays and jury duty. The department may authorize employees to utilize existing accruals (vacation, sick, comp, holiday) as productive time worked in the 48 hours following assignment to a declared emergency, extended attack incident, or deployment to an out of county incident where the employee has worked, without time off, for at least seven (7) days.

ARTICLE X

SALARIES:

A. Pursuant to Article XXIV of this MOU, the compensation for the possession of a Fire Science Certificate is 12%. Said positions are those with the "C" designation in the salary schedule.

B. Employees having a 40-hour administrative staff assignment shall receive a special assignment pay equivalent to 5% of the employee's base salary.

C. Base Cost of Living Adjustment (COLA) Salary Schedule

1. Effective January 25, 2022, a 10-step Base COLA Salary Schedule was included in Appendix A to this MOU is adopted for all employees covered by this MOU. The new ranges incorporate the transition of the 4% fitness incentive pay into base salary.

2. Firefighter Recruit shall maintain a bi-weekly rate equal to eighty percent (80%) of the Firefighter classification salary shown in the chart below.

Item No.	Classification	Range
4640	Firefighter Recruit	$2,183.66 bw
4646	Wildland Firefighter	65.3
4647	Wildland Firefighter – C	67.7
4639	Firefighter	65.3
4638	Firefighter – C	67.7
4634	Firefighter – Overhire	65.3
4641	Firefighter – Overhire – C	67.7
4635	Firefighter – Overhire Recruits	$2,183.66 bw
4595	Fire Engineer	67.6
4594	Fire Engineer – C	70.0
4620	Fire Heavy Equipment Specialist I	67.6
4619	Fire Heavy Equipment Specialist I-C	70.0
4618	Fire Heavy Equipment Specialist II	70.0
4617	Fire Heavy Equipment Specialist II-C	72.4
4552	Supervising Fire Heavy Equip. Specialist	73.5
4550	Supervising Fire Heavy Equip. Specialist-C	75.9
4590	Fire Captain	70.0
4589	Fire Captain – C	72.4
4471	Fire Helicopter Pilot	79.0
4478	Supervising Fire Helicopter Pilot	80.5
4580	Fire Battalion Chief	73.5
4579	Fire Battalion Chief – C	75.9
0694	Fire Division Chief	76.8
0692	Fire Division Chief – C	79.2
4474	Supervising Fire Aviation Specialist	73.5
4475	Supervising Fire Aviation Specialist – C	75.9
4575	Supervising Fire Investigator	73.5
4576	Supervising Fire Investigator – C	75.9
4582	Supervising Fire Handcrew Specialist	73.5
4583	Supervising Fire Handcrew Specialist – C	75.9

3. Effective with the pay period following July 1 in each year, all employees will move to the next higher base COLA 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 COLA Salary Schedule is not intended to limit or prevent the negotiation of additional COLAs.

D. For all classifications covered under this MOU, personnel assigned to emergency incidents both in-county and out of county, shall be compensated portal to portal for the duration of the incident assignment.

E. If any other association receives an across-the-board salary increase at any time during the term of this contract, both parties agree to reopen salary negotiations to discuss an across-the-board salary increase.

ARTICLE XI

LONGEVITY PAY:

A. Permanent full-time employees who have completed 5 years of continuous County service shall receive an additional 2.5% longevity pay on base salary.

B. Permanent full-time employees who have completed 10 years of continuous County service shall receive an additional 2.5% longevity pay on base salary (total 5%).

C. Permanent full-time employees who have completed 15 years of continuous County service shall receive an additional 2.5% longevity pay on base salary (total 7.5%).

D. Permanent full-time employees who have completed 20 years of continuous County service shall receive an additional 2.5% longevity pay on base salary (total 10%).

E. An employee, who, during the term of this MOU, reaches an anniversary date for longevity pay, shall receive such pay beginning with the first day of the first full payroll period following their anniversary date.

F. For subsections A, B, C, and D above, "continuous County service" shall have the same meaning as presently used in applying vacation seniority.

ARTICLE XII

PREMIUM PAY:

1. Urban Search and Rescue (USAR) and Hazmat Special Pay:

A. Employees who are assigned to the USAR and/or HazMat equipment within a station and hold a USAR Operations Level (RXO) and/or HazMat Technician certification shall receive an additional special pay equivalent to five percent (5%) of the employee's base salary.

B. Employees who are not assigned to either role but maintain either certification shall also be eligible for this special pay. These employees will be designated by seniority in the USAR and/or HazMat program with the desire to add balance across the ranks and/or assignments (i.e., Fire Battalion Chief, Fire Captain, Fire Engineer, Firefighter). The Fire Chief or their designee shall maintain the discretion to apply the special pay unequally among ranks if there are insufficient eligible participants in any given rank.

C. The total maximum special pay provided by this Article shall be five percent (5%) per employee. The total maximum of employees eligible for this special pay shall be 67 employees per program.

2. Bilingual Pay:

A. The County agrees to pay $35.00 per pay period for those pay periods in which an eligible employee is assigned to a designated position requiring verbal bilingual abilities, and $70.00 per pay period for those pay periods in which an eligible employee is assigned to a designated position requiring written bilingual abilities.

B. Employees who are not receiving bi-lingual pay will not be called upon to use their skill and shall have the right to refuse to provide bilingual service. Employees who are not receiving bilingual pay shall have the right to refuse to provide bilingual services and shall not be subject to discipline for such refusal.

C. The County will work with third party providers to establish appropriate testing. The County will also continue its efforts to establish its own bilingual certification program. Existing employees seeking bilingual certification will have testing priorities over non-employees within the County's certification program. Employees shall be able to test once annually for bilingual certification through a County approved program on paid County time.

D. The following languages are considered threshold language(s) for the County and are eligible for bi-lingual pay:

- Spanish
- Tagalog
- Punjabi
- Ilokano
- Hindi
- ASL

E. If additional threshold languages are added, the County and the Union agree to meet within 30 days to discuss expanding this Article to include additional languages eligible for bi-lingual pay.

ARTICLE XIII

DUTY HOURS AND HOLIDAYS:

A. 56-hour Fire Duty Personnel:

The County and the Union agree that the duty hours and holiday schedule for fire duty personnel (other than 40-hour per week safety employees) under the current three-platoon system shall be as follows:

Duty Hours	Yearly Holiday Rate
56 Hours per 7 Day Week	6.5 ODD*

*ODD – On Duty Day is equal to twenty-four (24) hours.

Fire duty personnel (other than 40-hour per week safety employees) are credited with six and one-half (6.5) ODD of holiday time effective July 1 of each year. Employees may request time off or cash payment of accrued holiday time at any time during the fiscal year.

An attempt will be made to schedule time off for the 6.5 ODD holidays for each fire duty employee. Requests and scheduling for holiday time off will be made in accordance with the Fire Department's Operational Procedure 205.95.

Any holiday time not used and which remains to the employee's credit at the end of each fiscal year shall be paid at the ODD rate of compensation. The ODD rate of compensation is calculated by dividing the biweekly salary rate by 112 and multiplying the result by 24.

For any 56-hour safety employee who separates from the Fire Department or transfers to a 40-hour per week administrative position, the number of ODD holidays which an employee is entitled to receive (either as cash payment or time off) shall be based on the percentage of the fiscal year the employee worked before a change in employment status identified above.

Thus, if an employee has received cash payment or taken holiday time off in excess of the percentage of time of the year worked prior to the end of the fiscal year, and the employee has a change in status as described above, the employee's accrued vacation payoff (upon separation) or number of hours of accrued vacation will be adjusted based on the percentage of the fiscal year the employee worked before the change in employment status.

B. 40-hour employees will observe the following holiday schedule:

Independence Day (as observed)
Labor Day (first Monday in September)
Veterans Day (as observed)
Thanksgiving Day
Day after Thanksgiving
Christmas Eve
Christmas Day
New Year's Eve
New Year's Day
Martin Luther King Jr.'s Birthday (third Monday in January)
Presidents' Day (third Monday in February)
Memorial Day (last Monday in May)
Floating Holiday*

C. All employees covered by this MOU shall receive an additional 24 hours of alternative time off in lieu of receiving the Winter Recess paid time off for 2026. The 24 hours shall be credited to each employee on December 25, 2026.

D. Each 40-hour employee will be provided with one floating holiday that must be used in the calendar year assigned with no cash value upon termination. Cannot be used in less than a workday increment, cannot be used in lieu of sick leave, cannot be considered as hours worked for determination of holiday pay. Value is that of the scheduled day (example: if employee is scheduled for 8- or 12-hours, value of personal holiday is equal to scheduled day). The Personal Holiday is exempt from the calculation of overtime.

ARTICLE XIV

RETIREMENT:

A. The County agrees to continue safety retirement, with the retirement benefit formula contained in Government Code section 31664.1 (i.e., 3% @ age 50) for those employees hired prior to adoption of this MOU (hereafter "Current Employees"). These "Current Employees" are currently paying 1% of base salary to retirement and shall begin paying the uniform rate of contribution of one-sixth and one-third as described in Subsections D and E below.

B. The parties agree to the retirement formula contained in the Government Code section 31664 ("2% at age 50") for all employees hired on or after the date of adoption of this MOU (hereafter "New Employees.")

C. The County agrees to continue Government Code 31727.7 for all retirement members, relating to non-job-related disability benefits.

D. One year following the commencement of payment of health benefit contributions as described in Article XIX Section 1.A, all Current Employees hired prior to the adoption of this MOU shall pay one-sixth (16.5%) of the uniform rate of contribution, not to exceed 2% of their base wages.

E. Two years following the commencement of health benefit contributions as described in Article XIX Section 1.A, all Current Employees shall pay one third (33.3%) of the uniform rate of contribution, not to exceed 4% of their base wages.

F. Employees hired between March 31, 2007, and the date following adoption of this MOU (hereafter "Post March 31, 2007 Employees") shall pay one hundred percent (100 %) of the employees' contribution to retirement at the 3/200 contribution rate described in Resolution #2010-140 previously approved by the parties to this MOU and formally adopted by the Board of Supervisors on May 27, 2010 with the following modifications:

1. Rather than pay the 3/200 contribution rate in the form of a normal contribution based on the member's age at entry into the retirement system, post March 31, 2007 employees shall pay a uniform rate of contribution regardless of entry age set by the Kern County Employees' Retirement Association, based on actuarial advice, such that the expected contributions for post March 31, 2007 members will provide the same financial value as the average annuity at age 50 equal to 3/200 of the final compensation of all safety members based on entry ages for each year of service rendered after entering the system.

2. The initial rate of uniform contributions shall be, as an average, 12.0 % for all post March 31, 2007 employees. The actual rates will reflect Social Security integration such that only two-thirds of the full rate [8.2%] will be paid on the first $350 of monthly salary and the full rate [12.3%] is paid on all salary above the $350 amount.

3. The full uniform rate will be reexamined and modified, as necessary, in the normal course of the triennial experience study conducted by the Kern County Employees' Retirement Association.

4. Post March 31, 2007 employees shall continue to pay one hundred percent (100%) of their contributions regardless of their years of service.

5. These Post March 31, 2007 employees shall not revert to the one-sixth or one-third rates of contribution as described for Current Employees as described in Subsections D and E.

G. If for any reason, including but not limited to a redeposit under current law, a new employee hired or rehired on or after the date following the adoption of this MOU becomes eligible to receive service credit at the retirement formula contained in the Government Code section 31664.1 ("3% at age 50"), the employee shall pay the normal contributions calculated to include two components; the uniform rate of contribution regardless of entry age set by the Kern County Employees' Retirement Association, based on actuarial advice, such that the expected contributions shall provide the same financial value as the average annuity at age 50 equal to three-two-hundredths of the final compensation of the member. The normal contributions calculated to include components; the basic contribution rate and the "supplemental contribution rate."

i. The basic contribution rate shall be calculated to provide an average annuity at age 50 equal to one-one hundredth of the final compensation of the member in accordance with Government Code section 31939.25.

ii. The supplemental contribution rate shall be an additional one percent (1%) of the employee's compensation earnable, such that the aggregate amount of the supplemental and basic contribution rates will provide an average annuity at age 50 equal to three two-hundredths of the final compensation of the member (the employee's normal contribution for the 3% at age 50 enhanced retirement benefit).

H. Employees hired or rehired on or after the date following the adoption this MOU who have the retirement formula contained in the Government Code section 31664 ("2% at age 50") under this MOU shall pay one hundred percent (100%) of the employees' normal contribution to retirement, which shall be calculated at the basic contribution rate. Rather than pay the one-one hundredth rate in the form of a normal contribution based on the member's age at entry into the retirement system, employees hired under this sub-section shall pay a uniform rate of contribution regardless of entry age set by the Kern County Employees' Retirement Association, based on actuarial advice, such that the expected contributions for such new hires shall provide the same financial value as the average annuity at age 50 equal to one-one hundredth of the final compensation of the member in accordance with Government Code section 31639.25. This uniform rate of contribution does not include the supplemental rate, as the supplemental rate is only included when an employee is otherwise eligible for the "3% at age 50" benefit as described in Subsection H.

I. In accordance with Government Code Section 31641.95, on April 15, 1997, the County Board of Supervisors adopted a resolution permitting employees to purchase retirement credit for all legally eligible prior public service. All purchases of retirement credit shall be in accordance with the rules and regulations of the Kern County Employees' Retirement Association and the Government Code.

J. This MOU does not create a vested right to continue the purchase retirement credit for prior service that is independent of this or successor MOUs. Said terms and conditions will remain in full force and effect until final approval of a successor MOU or the parties reach impasse and exhaust all legally required impasse resolution procedures.

K. Employees who, in good faith, have designated an effective date of retirement from County service may rollover their accumulated vacation and sick leave balances to the Kern County Employees' Retirement Association no earlier than three (3) months prior to the designated date of retirement. This rollover shall be for the express purpose of receiving credit in the KCERA retirement system for all legally eligible prior public service.

L. In addition to the ability to roll-over accumulated vacation in the manner described in subsection "K" above, employees may also roll-over their accumulated vacation balance (only) for the express purpose of receiving credit in the KCERA retirement system for all legally eligible prior service one time during the employee's tenure as a County employee. The employee must submit a written request to his/her department head no later than April 1st prior to the fiscal year in which the employee intends to rollover such amounts. The department head may, in his/her sole discretion, waive the April 1st filing deadline for any employee.

ARTICLE XV

PAID LEAVE BALANCES:

A. Accumulated sick leave and vacation hours that are subject to cash payment upon retirement may be paid out as follows in lieu of receiving full cash payment at the time of retirement:

1. One half of the qualified payoff amount will become payable upon retirement or six months following the date of retirement.

2. One half of the qualified payoff will become payable 12 months following the first payment.

B. Once an employee opts for deferred payment of accrued vacation and sick leave balances, the election is irrevocable.

C. No interest shall be earned or paid on the deferred eligible payoff amounts.

ARTICLE XVI

SICK LEAVE:

A. Each employee is entitled to accrue a maximum of 1,152 hours (144 days) of sick leave.

B. Each full-time employee covered by this Memorandum of Understanding will accrue sick leave at the following rates:

1. 56-Hour Safety Employees:

Years of Continuous County Service	Bi-weekly Accrual	Annual Off Duty Days (ODD)
0 through 5	.14359 ODD	3.733
6 through 10	.17949 ODD	4.667
11 or more	.21539 ODD	5.6

2. 40-Hour Safety Employees:

Years of Continuous County Service	Bi-weekly Accrual	Annual
0 through 5	2.46154 Hours	8 Days
6 through 10	3.07692 Hours	10 Days
11 or more	3.69231 Hours	12 Days

C. Sick Leave Payoff Schedule:

Each employee, upon death or active retirement (deferred retirement excepted), will receive a cash payment of accumulated sick leave hours, at the following rates:

Years of Continuous County Service	Payoff Rate
0 through 19	50%
20 through 24	75%
25 or more	100%

1. For the purposes of this subsection, "Continuous County Service" shall mean uninterrupted employment with the County of Kern. Authorized leaves of absence shall not be considered as a break in service.

2. The amount payable under this subsection shall be calculated based upon the employee's rate of compensation and years of continuous service at the time of retirement or death.

D. Sick Leave Bonus:

1. 56-hour personnel are eligible to receive an annual cash payment bonus equivalent to 1.4 ODD if on the pay day immediately preceding Christmas they have accrued the maximum amount of unused sick leave (67 ODD) and have used one (1) ODD, or less, of sick leave during the previous payroll periods during that calendar year.

2. 40-hour personnel are eligible to receive an annual cash payment bonus equivalent to 24 hours at their regular rate of pay if on the pay day immediately preceding Christmas they have accrued the maximum amount of unused sick leave (1152 hours) and have used ten (10) hours, or less, of sick leave during the previous payroll periods during that calendar year.

E. Other Provisions Governing the Use of Sick Leave:

Employees covered by this MOU are subject to the provisions and limitations regarding the use of sick leave and family sick leave as contained in Section 119 of the Kern County Administrative Procedures Manual as they may be amended from time to time by the Board of Supervisors.

ARTICLE XVII

VACATION:

A. The rates at which vacation is accrued and the maximum accumulation of vacation hours is as follows:

Basis of Service	Length of Service	Annual Accrual	Maximum Accrual
40-hour week	Less than 5 years	96 hours	312 hours
40-hour week	5 years and over but less than 13	136 hours	432 hours
40-hour week	13 years and over but less than 16	176 hours	552 hours
40-hour week	16 years and over	216 hours	672 hours
56-hour week	Less than 5 years	4.6667 ODD	14 ODD
56-hour week	5 years and over but less than 13	7.000 ODD	21 ODD
56-hour week	13 years and over but less than 16	9.3333 ODD	28 ODD
56-hour week	16 years and over	11.6667 ODD	35 ODD

B. Vacation Scheduling

Vacation time off will be requested and scheduled in accordance with Fire Department Operational Procedure 205.10.

C. Prior to the four (4) members of the bargaining unit who were laterally hired from the City of Taft on May 15, 2007 ("Taft Firefighters") becoming eligible and receiving a benefit for the Retiree Health Premium Supplement Program as provided for in Article XIX, Section (1)F, each member of the bargaining unit shall have his/her vacation balance reduced by two (2) hours to offset the cost of the employee contributions that would have otherwise been made by the Taft Firefighters had they been included in the RHPSP upon commencing their employment with the City of Taft.

In the event an employee does not have sufficient vacation accrual balances to meet the two (2) hour vacation accrual reduction, the available accrual will be reduced up to the two (2) hour requirement.

ARTICLE XIX

BENEFITS:

Section 1: Medical/Dental/Vision Plans:

A. All eligible employees shall be required to pay, by payroll deduction, twenty percent (20%) of the insurance premium for the employee's medical, dental and vision insurance (hereafter collectively referred to as "health insurance"), rounded to the

nearest whole dollar, except for new employees who decline the County's health insurance coverage in accordance with the provision provided below. (All insurance premiums referenced in this subsection, and subsection A, shall equal ninety-eight percent (98%) of the applicable COBRA premium.) New employees may decline coverage under the County's health insurance provided that the employee executes a declaration, in a form acceptable to the County, in which the employee: (i) declares that the employee has medical insurance coverage for the employee; and (ii) declines coverage under the County's health insurance for the employee and the employee's dependents. New employees who decline coverage may not enroll in the County's health insurance program until the next open enrollment period. New employees who have not declined coverage shall have the option of obtaining County health insurance for the new employee's dependents. In the event that such employees opt to obtain health insurance for dependents, the employee shall be required to pay, by payroll deduction, twenty percent (20%) of the appropriate premium for dependents, rounded to the nearest whole dollar. The health insurance program offered to new employees and their dependents shall consist of three components: medical, dental and vision. That program must be accepted or declined in its entirety. It is not permissible to pick and choose among those components.

B. The County will continue to provide an annual open enrollment for employees to change dental plans and/or to enroll eligible dependents.

C. The County and the Union will continue utilizing the Health Benefits Committee to study and recommend ways in which to improve insurance plans and contain costs.

D. The County will continue to provide medical/dental/vision and prescription drug coverage as described in the Summary Plan Documents, which may be revised from time to time in accordance with law.

E. Retiree Health Premium Supplement Program (RHPSP)

1. The current employee contribution rate for the Program is 2.31% of base salary.

2. Annually, on July 1, the contribution rates for both employees and the County will increase at a percentage equal to the annual increase in the composite rate for the County health plan (i.e., the per capita composite rate used for County budget purposes). If there is a decrease in the composite rate, the contribution rates will remain unchanged and will not be decreased until/unless an actuarial study determines the plan has achieved a funding basis in excess of 100%.

3. The parties agree to continue to exclude from the Premium Supplement Program those employees who, because of age at time of employment (45 years old and over), could never receive a benefit.

4. The Premium Supplement Program shall include the following: (a) the minimum qualifying criteria will change to age 50, with 20 years of County service, as defined in the plan document, and the benefit shall increase by ten percent (10%) per year of service so that 25 years of service will qualify for 100% of the available benefit; and (b) any employee with five or more years

of County service who retires due to a service-connected disability pursuant to the County Employees' Retirement Law of 1937, except for those excluded per section 3 above, and who is otherwise eligible, will become eligible for 100% of the available benefit regardless of age. No retroactive benefits shall be paid.

5. The four (4) members of the bargaining unit who were laterally hired from the City of Taft on May 15, 2007 ("Taft Firefighters") shall be retroactively included in the RHPSP as of their date of hire with the City of Taft. The Taft Firefighters must meet all of the eligibility requirements outlined in the RHPSP plan document and ensure that all retroactive employee contributions required herein below are made in order to receive any and all benefits under the RHPSP.

6. Qualification for and receipt of any and all benefits under the RHPSP shall be determined by length of service, using the Taft Firefighter's date of hire with the City of Taft as the qualifying date and/or date of hire.

7. Qualification for and receipt of any and all benefits under the RHPSP shall be contingent upon payment of all unmet employee contributions retroactive to each Taft Firefighter's date of hire with the City of Taft and shall be calculated taking into account any and all changes to the employee contribution rate during that period of time. To mitigate the cost to the Taft Firefighters and the County created by their retroactive incorporation into the RHPSP from their date of hire with the City of Taft up to and including their hire date with the County, if any, under this Article, each member of KCFFU shall voluntarily deduct two (2) hours of vacation time from his or her vacation bank maintained by the County, which shall be applied in equal amount to the RHPSP fund.

8. In the event the two-hour contribution of vacation time from each member leaves an outstanding balance of unmet employee contribution from the date of hire of the Taft Firefighters with the City of Taft through their hire date with the County, the County shall be responsible for payment of such outstanding balance, if any.

9. If the two-hour vacation contribution is greater than the retroactive balance of unmet employee contributions prior to the date of hire with the County, then any such surplus balance shall be credited towards any retroactive unmet employee contribution after the date of hire with the County.

10. The Taft Firefighters shall be responsible for any unmet employee contributions from their date of hire with the County up through and including the date of the implementation of this agreement.

11. From the date of the implementation of this agreement forward, the Taft Firefighters shall be required to make on-going contributions to the RHPSP in an amount equal to the current employee contribution rate.

12. The parties agree to continue to meet and confer and pass proposals to amend this RHPSP subsection during the term of this MOU.

F. Employees hired prior to December 16, 2025, who do not opt out of the RHPSP, shall continue to participate in the RHPSP under the following terms:

a. Employees shall contribute at the contribution rate of 2.31 % of base salary.

b. Employees hired at age 45 years or older continue to be excluded from RHPSP because of age at time of employment (45 years old and over) they could never receive a benefit.

c. Solely upon retirement from the County after age 50 and with a minimum of 20 years of service, employees shall be eligible for a supplement toward County retiree health care premiums in the following amounts:

20 years of service $639.07 per month
21 years of service $766.88 per month
22 years of service $894.70 per month
23 years of service $1,022.51 per month
24 years of service $1,150.33 per month
25+ years of service $1,278.14 per month

d. "Years of service" is defined in the plan document.

e. Any employee who did not opt and with five or more years of service who retires, or retired, on or after January l, 1997, due to a service-connected disability pursuant to the County Employees' Retirement Law of 1937 will become eligible for 100% of the available benefit regardless of age. The enhanced benefits shall only apply from July l, 2000, and thereafter. No retroactive benefits shall be paid. Employees who are ineligible to participate or opt-out of participating in the RHPSP will also be ineligible for the Retiree Stipend Program.

G. The parties agree to continue negotiations regarding the use of the RHPSP for non-County retiree health plans, including a market analysis or procurement of a third-party administrator.

H. The parties agree to negotiate and establish a Medical Expense Reimbursement Plan (MERP) on a future date.

Section 2. Hepatitis B Vaccinations

In compliance with OSHA requirements for the protection of represented employees against blood borne pathogens a voluntary Hepatitis B vaccination program will be offered at no cost to the employee.

Section 3. Burn Treatment

Any fire fighter who suffers the misfortune of being seriously burned in the line of duty shall be immediately transported to the nearest available Burn Center by the fastest means available.

ARTICLE XXI

WORK CYCLE, SHIFTS, AND SCHEDULES:

A. Work Cycle

In accordance with the provisions of the FLSA, the work cycle consists of 14 consecutive days. The number of On Duty Days in a work cycle can be 4, 5, or 6. Each work shift is forty-eight (48) hours, beginning at 8:00 a.m. on the first day and ending at 8:00 a.m. 48 hours later.

The work schedule will consist of a 14-day cycle for each of the three (3) shifts with a 9-day overlap of the start of one shift's cycle and the end of the preceding shift's cycle. The work schedule will be 2 days on, 2 days off, 2 days on, 2 days off, 2 days on, 8 days off.

B. Management Authority

Nothing herein is intended to limit or restrict the authority of the Department to require an employee to perform overtime work, and it is agreed that overtime will be ordered and worked only when required to meet the County's public service obligation.

ARTICLE XXI

OVERTIME, CALL BACK PAY and AVAILABILITY PAY:

Section 1. 56 Hour Safety Section Emergency Overtime

A. For the purpose of determining whether an employee is entitled to overtime pay due to an emergency, emergency activity is defined as any incident of sufficient magnitude or with the potential of sufficient magnitude, that is beyond or has the potential of being beyond the control capability of on-duty personnel and which necessitates the call back of off-duty personnel or which requires on-duty personnel to extend their scheduled work period.

B. In the event that a need for overtime occurs in the Fire Department because of emergency activity, as defined above, overtime shall be paid at one and one-half (1½) times the base hourly rate of pay. For those employees on-duty who must extend their scheduled work period because of emergency activity occurring at shift change and the need for emergency response is immediate, overtime at one and one-half (1½) times the base hourly rate of pay will commence at the end of the employee's normal work shift.

For those employees who are off duty and called back to work due to emergency activity, said overtime shall include normal travel time required because of the call back. Travel time for off-duty employees who are called back will be computed based on the time it takes for the employee to drive from the employee's legal residence to and from the work site designated by the Fire Department at an average speed of 45 mph.

C. Off-duty 56-hour employees who are called back to work because of emergency activity, as defined above, shall be paid a minimum of two (2) hours at one and one-half (1½) times their basic hourly rate of pay.

D. Mandatory duty is defined as mandatory coverage for vacancies which results from the inability of the non-emergency callback plan to fill vacancies on a voluntary basis. Mandatory Duty and Emergency Call Back will be compensated at 1.5 times the hourly base rate of pay not withstanding Article IX, Hours Worked.

Section 2. 40-Hour Safety Section Overtime

A. All Administrative Battalion Chiefs, Captains, Engineers and Firefighters will be eligible for callback overtime at one and one-half (1½) times the forty (40) hour pay rate to maintain constant staffing levels or in the event of emergency activity providing they have maintained the requisite skills.

B. The Operations Deputy Chiefs will be responsible to maintain an administrative callback priority list in order to provide administrative personnel to the callback plan when needed to will be the responsibility of the duty chief to have the information available for access by the field battalions.

C. If an operations callback occurs during an administrative employee's normal working hours, and if he or she is able to respond with the permission of the appropriate supervisor, overtime pay will not begin until the end of the employee's normal working day.

Section 3. Non-Emergency Overtime

A. Mandatory Duty

Mandatory Duty is defined as mandatory coverage for vacancies which result from the inability of the non-emergency callback plan to fill vacancies on a voluntary basis. Mandatory duty is not an "Emergency Callback". Mandatory duty is compensated at 1.5 times the hourly base rate of pay.

B. Fourth of July Taskforce Overtime

Overtime earned while working on the 4th of July Taskforce will be paid at the Administrative (40-hour) rate of pay.

Section 4. Out of County Assignments

The parties agree to continue negotiations to resolve issues regarding payment of overtime for employees working on out of County assignments.

Section 5. Availability Pay

It is agreed by the parties that certain Fire Department safety employees who are assigned to 40-hour Administrative positions and who are specifically designated by

the Fire Chief, are frequently required to respond to emergency or urgent situations during off-duty hours. Such employees shall be required to wear a pager, beeper or other communications device to ensure their availability. The Fire Department shall not impose conditions, in addition to those listed herein, which so restrict the employee that the employee is on "standby, unless the employee is placed on standby by the department head. These employees will be compensated for their continued availability as follows:

1. The supervisors of the designated positions will establish rotational lists of employees (or, when appropriate, teams of employees) who are expected to be available for call-out in the event of an urgent or emergency situation.

    a. The employee (or team of employees) at the top of the list will be expected to remain accessible by telephone or pager and be fit, and otherwise able to report to duty if called.

    b. The rotational period for lists will normally be no longer than a seven-day period. However, when necessary, a supervisor may deviate from this practice in order to accommodate the scheduling of paid leave.

    c. The employee (or team of employees) not at the top of the list are not required to be available for call-out but may be called-out if circumstances warrant the response of additional personnel.

2. As compensation for being available as described above, the administrative employees, assigned by the Fire Chief to be on the rotational shall receive a flat rate special allowance in an amount equal to 2.5% of their individual base salary.

Section 6. Paramedic Pay

A. To provide the highest level of training possible, the County will pay department-designated Paramedic Preceptors twenty percent (20%) of their base salary. This designation will be at the discretion of the Fire Chief. Paramedic Preceptors will be required to meet all requirements for Paramedic Preceptor as outlined in the Kern County Accreditation of EMS Personnel Policy and have documented and maintained the minimum required ten (10) ALS contacts each calendar year as defined under the paramedic designation.

B. Department-designated paramedics, the County will pay fifteen (15%) percent of the base salary. To maintain paramedic designations, all paramedic-designated personnel must have documented and maintained a minimum of ten (10) ALS contacts each calendar year. An "ALS contact" is defined as two (2) or more ALS Procedures completed successfully on a single patient.

C. Failure to maintain the minimum ten (10) ALS contacts each calendar year will result in the loss of the designation. Notwithstanding, the Fire Chief reserves the

right to waive this requirement under special circumstances to maintain the efficacy of the paramedic program.

D. Incentives are singular and shall not be combined.

Section 7. Compensatory Time Off (CTO)

A. Upon approval of the Fire Chief or management designee, employees may elect to receive CTO in lieu of overtime pay.

B. CTO shall be administered based on the following provisions:

1. Total CTO accrued shall not exceed a maximum of one hundred and twenty (120) hours. Employees who have accrued one hundred and twenty (120) hours of CTO shall have additional overtime paid in cash until their accrued CTO balance falls under the maximum.

2. Overtime may not be banked as CTO in the same pay period that CTO leave is used.

ARTICLE XXII

WORKING OUT OF JOB CLASSIFICATION:

A. All employees who work out of their job classification for six (6) consecutive on-duty days and are certified for that position shall be eligible for out of job classification pay. (The six (6) days need only be consecutive and do not need to correspond with a work cycle.)

B. The certification referenced in paragraph A shall consist of a Firefighter being certified as an Engineer, an Engineer being certified as a Fire Officer, and a Captain being certified as a Chief Officer. Said certification shall be in accordance with any approved certification program as adopted by the Department.

C. The certification program necessary to implement this program will be developed by a committee representing the Department staff and the Union. The program will take into consideration the guidelines of the California Fire Service Training and Education System but will be County appropriate and independent of State guidelines, which do not specifically address the needs of the Kern County Fire Department.

D. The intent of this proposal is to encourage employees to become certified in the next highest promotional position in order to provide the highest level of service possible. It is not the intent to restrict administration in the selection of personnel who will act in vacant positions. All methods of selection will remain at the discretion of the Department.

ARTICLE XXIII

UNIFORMS:

A. As described herein, each employee covered by this MOU who is required to wear a uniform will receive a uniform allowance in the amount of $1,550 annually. The uniform allowance will be payable bi-weekly with the annual allowance divided by 26.089.

B. The uniform allowance will not be paid to employees who are off six (6) months or more on 4850 time and are not anticipated to return within the next 6 months.

C. Uniforms and/or safety equipment worn or used by safety personnel will not be changed during the term of this MOU without a meet and confer session between the County and the Union.

D. If there is a change in the uniform requirement, the County will pay for the first uniform.

E. Unless there are emergency circumstances, the County will give the Union six (6) months' notice of any change in the uniform requirement.

ARTICLE XXIV

EDUCATIONAL INCENTIVE PAY:

The County of Kern agrees to continue to include the 12% educational incentive for positions designated as "C", as indicated in the salary chart contained in Article X, for employees covered by this Agreement who possess a Fire Science Certificate and who have attained an overall standard or higher rating on the annual performance evaluation for the last preceding year.

The purpose of the educational incentive allowance is to: 1) encourage employees to continue to broaden their educational background and improve their skills and effectiveness in firefighting and fire prevention; 2) to upgrade the educational level of Fire Department personnel on a continuing basis; and 3) to assist in the recruitment of qualified individuals interested in employment with the Department and as an incentive to retain qualified employees who have exhibited a desire for self-improvement.

Implementation of the educational incentive allowance will be as provided for in the Fire Department's Administrative Procedure 100.60.

ARTICLE XXV

APPRENTICESHIP PROGRAM:

The parties agree to continue to meet and confer regarding the implementation and administration of the Joint Apprenticeship Program.

The parties agree to make the following changes in the administration of the Firefighter Apprenticeship Program.

A. Employees hired as a Firefighter Apprentice shall work in a Temporary status as an Apprentice while attending the Firefighter Academy.

B. After successful completion of the Academy, the employee shall be promoted to the classification of Firefighter, Step 1.

C. Once promoted to the classification of Firefighter, Step 1, the employee shall then serve a probationary period in accordance with the existing Firefighter job specification (currently twelve (12) months).

D. The time periods set forth in paragraphs A and C above will not normally exceed a combined total of fifteen (15) months.

ARTICLE XXVI

TOBACCO USE:

A. Tobacco use is not permitted inside any Fire Department building or vehicle. Buildings shall include, but not be limited to, fire stations, general offices, the training facility, warehouse, and auto shop. Inside of buildings shall include, but not be limited to eating areas, break rooms, kitchens, bathrooms, classrooms, engine houses, vehicle repair bays, and storage rooms. Vehicles shall include all vehicles in the Fire Department's fleet.

B. Tobacco use is defined as the carrying, holding, possession, or smoking of a lighted pipe, cigar, cigarette, or the lighting of a pipe, cigar, or cigarette. Tobacco use also includes the chewing and/or dipping of tobacco products.

ARTICLE XXVII

FLEXIBLE SPENDING ACCOUNTS:

The County will offer KERN$FLEX I as adopted by the Board of Supervisors and authorized by the Internal Revenue Service rules.

ARTICLE XXVIII

PERSONNEL TRANSACTIONS/FILES:

A. Personnel Transactions: The County will furnish the Union notice of the following transactions involving dues paying members covered by this agreement: transfers, terminations, vacancies, promotions, changes of addresses, the names of new employees, and notice that an employee is in an unpaid status.

The County will furnish the Union copies of all operational procedures, bulletins, and any other written communications with general application for Fire Department personnel.

Personnel Files: Upon written request, an employee or their designated representative may review their personnel file at the Fire Department during normal working hours. The County reserves the right to charge an appropriate fee for duplication of records in the personnel file.

ARTICLE XXIX

SAFETY COMMITTEE:

A Fire Department Safety Committee, composed of two (2) representatives appointed by the Fire Chief, and two representatives of the Union is established for the purpose of reviewing and updating safety procedures within the Fire Department and making recommendations to improve all conditions pertaining to the occupational safety and health of the members of the Fire Department. The committee will meet on at least a quarterly basis. It shall be the responsibility of an Operations Deputy Chief, as designated by the Fire Chief, to ensure that the Committee meets on a quarterly basis.

ARTICLE XXX

TEMPORARY LIGHT DUTY (TLD):

The purpose of any temporary light duty program is to provide temporary work, within medical restrictions, for industrially injured employees or, as approved by the Fire Chief, for non-industrially injured employees. The program will not be used as a punitive or disciplinary measure against any employee. A TLD Review Committee will be formed consisting of two (2) Department representatives and two (2) Union representatives for the purpose of meeting in January of each year to review and recommend changes to the program.

In addition to the above, the Return-to-Work Program as adopted by the Board of Supervisors applies to employees covered by this Agreement.

ARTICLE XXXI

ALCOHOL AND DRUG ABUSE POLICY AND IMPLEMENTATION PROCEDURES:

Employees covered by this Agreement are subject to the County's Alcohol and Drug Abuse Policy and Implementation Procedures as contained in Exhibit C to Chapter 1 of the Kern County Administrative Policy and Procedures Manual.

ARTICLE XXXII

STAFFING RESOURCE PLAN:

The current deployment of personnel at fire stations is shown below.

A Staffing Resource Planning Committee comprised of two (2) Fire Department representatives and two (2) Union representatives will meet quarterly to ensure the integrity of the plan. No changes to the staffing pattern, except those necessary for a short term to accommodate emergency activity or

meet extenuating circumstances, will be made without good faith meet and confer of the County and Union.

For the purposes of this Article, the County and Union agree that the term "emergency activity" shall be defined as that term is defined in Article XXI, Section 1(A) and that the term "extenuating circumstances": shall include, but not be limited to, fiscal emergencies which have been declared by the Board of Supervisors. Through the annual budget development process, the County Administrative Officer will provide a recommendation to the Board of Supervisors to either affirm or rescind the previously declared fiscal emergency.

For the purposes of scheduling vacation and determining when overtime is required to cover for position vacancies, absences due to vacation, sick leave, and industrial injury, as well as for emergency activity as defined in Article XXI, the Fire Chief will attempt to maintain the minimum staffing levels at each station as shown in the Staffing Resource Plan.

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STAFFING RESOURCE PLAN

Station	Division Chief	Battalion Chiefs	Captains	Engineers	Firefighters	Other
Operations	1					
Battalion		1				
11- Keene			1	1	1	
12 -Tehachapi			1	1	1	
13 – Golden Hills			1	1	1	
14 – Mojave			1	1	1	
15-Rosamond			2	1	2	Safety Squad
16 – Bear Valley			1	1	1	
18 - Stallion Springs			1	1	1	
Battalion 2		1				
21- Taft			2	2	3	Truck
22 – Maricopa			1	1	1	
23 - Fellows			1	1	1	
24 – McKittrick			1	1	1	
25 - Buttonwillow			1	1	1	
26 - Lost Hills			1	1	1	
Battalion 3		1				
31 - Wasco			1	1	1	
32 - Shafter			1	1	1	
33 – McFarland			1	1	1	
34 - Delano			1	1	1	
35 - Woody			1	1	1	
37 - Delano West			1	1	1	
Battalion 4		1				
41 – Virginia Colony			2	2	3	
42 - Niles			2	1	2	Safety Squad
45 - Edison (1)			1	1	1	3 FHEO
46 - Lamont			1	1	1	
47 - Greenfield			1	1	1	
48 - Arvin			1	1	1	
Battalion 5		1				
53 – Old River			1	1	1	
54 – Tejon Casino (2)			1	1	2	Truck
55 - Tejon Ranch (2)			1	1	1	Truck Move
56 - Lebec			1	1	1	
57 - Frazier Park			1	1	1	
58 – Pine Mountain			1	1	1	
Battalion 6		1				
61- Norris			1	1	1	
62 - Meadows Field			1	1		
63 - Highland			1	1	2	Safety Squad
64 – Riverview			1	1	1	
65 – Greenacres			2	3	2	
66 - Landco			1	1	1	
67 - Rosedale			1	1	1	
Battalion 7		1				
71- Southlake			1	1	1	
72 – Lake Isabella (3)			2	1	2	Safety Squad
76 – Kernville			1	1	1	
78 – Piute			1	1	1	
79 - Glennville			1	1	1	
Battalion 8		1				
81 – Ridgecrest Heights			1	1	1	

83 – Inyokern			1	1	1	
84 – Ridgecrest			1	1	1	
85 – Randsburg			1	1	1	
87 – Boron			1	1	1	
89 – Cal City (5)			1	1	1	

(1) Two Fire Heavy Equipment Operators will work in the road yard.

ARTICLE XXXIII

VACANCIES AND TRANSFERS:

The Fire Department's Administrative Procedure 109.90 will govern the filling of existing vacancies and the transfers between existing position assignments.

ARTICLE XXXIV

USE OF EXTRA HELP SEASONAL PERSONNEL:

The purpose of the Staffing Resource Plan (Article XXXII) is to show the allocation of authorized positions to each station according to position classification in order to accomplish regularly scheduled work and emergency activities.

In addition to the positions shown in the Staffing Resource Plan, the Fire Chief may, at their discretion, utilize extra help seasonal personnel to accomplish project-oriented work of a specific duration.

ARTICLE XXXV

RECOVERY OF OVERPAYMENTS OR CORRECTION OF UNDERPAYMENT OF WAGES OR EMPLOYEE BENEFITS:

A. If, as a result of an administrative error, any employee of the County receives payment of monies or receives benefits in excess of that legally due, the employee will reimburse the County by one or more of the following methods after the employee is provided the opportunity to sign a "Request for Correction of Payroll Error" at the departmental level:

1. Repayment in cash, net of taxes, in full or by a fixed installment plan agreed to by the employee and the Auditor-Controller-County Clerk after the employee is provided documentation of the error, notice, and the opportunity to object;

2. Repayment in full, deducted from the next payroll warrant issued to the employee after the employee is provided documentation of the error, notice, and the opportunity to object. This option will only be used by the Auditor-Controller-County Clerk, with due consideration of the amount to be deducted and the amount of disposable earnings available to the employee;

3. Repayment by the reduction of accumulated vacation hours and/or compensatory time off hours by the number of hours calculated to produce a

dollar amount, net of taxes, to repay the County after the employee is provided documentation of the error, notice, and the opportunity to object;

4. Repayment by fixed installment deductions from sequential payroll warrants after the employee is provided documentation of the error, notice, and the opportunity to object. The number and amount of installments will be determined by the Auditor-Controller-County Clerk, with due consideration of the amount of the overpayment and the amount of disposable earnings available to the employee; or

5. Any combination of the above as found mutually agreeable to the employee and the Auditor-Controller-County Clerk.

B. If, as a result of an administrative error, any employee of the County receives payment of monies or benefits less than that legally due, the County will reimburse the employee by one or more of the following methods:

1. An employee who is underpaid on a payroll warrant will receive a corrected payment in the next available payroll cycle; or

2. In the event an employee is underpaid a substantial portion of monies or benefits legally due on a payroll warrant, the Auditor-Controller-County Clerk may issue a salary advance.

C. Disputes regarding the application of this Article will be resolved pursuant to the Grievance and Arbitration Procedure contained in Article XXXVIII. Collection of such disputed amounts will be held in abeyance until such grievance is adjudicated.

ARTICLE XXXVI

JURY DUTY\WITNESS APPEARANCES:

A. Upon reasonable notice to the Fire Chief, all employees shall be entitled to time off without loss of pay to serve on a jury or when legally subpoenaed to appear as a witness in court, or before any tribunal, in connection with any matter regarding an event or transaction which they perceived in the course of their duties of County employment.

B. Such paid time off shall include any actual and necessary travel time from the regular place of employment to the court or hearing place designated in the jury summons or subpoena and other paid time off relating to witness appearances which the County is required by law to pay.

C. Unless otherwise specifically provided by minute order of the Board of Supervisors, all employees shall be responsible for demanding and collecting all fees and sums required by law to be paid in connection with such appearances and shall promptly pay over to the County all such amounts, together with any other sums, of whatever nature, received as a result of or in connection with such appearances; provided, however, that if the employee uses their own automobile they shall be entitled to retain any statutory mileage fees received in connection with such appearance.

D. In the event an employee is legally subpoenaed to appear as a witness in a matter not related to their duties of County employment, the employee should be granted the use of leave time to comply to the directive of the subpoena.

ARTICLE XXXVII

CATASTROPHIC LEAVE PAY:

A. Catastrophic leave pay for County employees who have exhausted all accumulated paid time off (vacation, sick leave, and compensatory time off, etc.) shall be governed by this MOU. The purpose of those benefits is to provide a portion or all an employee's pay during the time the employee would otherwise be on an approved leave of absence under the California Family Rights Act ("CFRA"), the Family and Medical Leave Act ("FMLA"), or Pregnancy Disability Act ("PDL") pursuant to state or federal law. Catastrophic leave pay is contingent on the receipt of donated paid time off in the manner described below.

B. Catastrophic leave pay does not increase or limit an employee's rights to a leave of absence under County policy or this MOU except that the employee will continue in a paid status during that leave.

C. An employee is eligible for catastrophic leave pay with medical certification or verification of the need for a leave of absence pursuant to CFRA, FMLA, and/or PDL, and after the employee has exhausted all accrued paid time off.

D. Employees governed by this MOU may only donate paid time off to another employee who becomes eligible for catastrophic leave pay.

E. To begin receiving catastrophic leave donations, employees must submit a written request to the Human Resources Division with sufficient information to enable the Chief Human Resources Officer or their designee to determine whether they are eligible.

F. It is the responsibility of the employee requesting catastrophic leave pay or co-workers to canvass other employees for catastrophic leave donations. Donations must be made on the County-approved authorization form. All donations are irrevocable. Donations are taxable on the part of the recipient, in accordance with IRS regulations, and are subject to withholding as required by law.

G. Donations must be a minimum of eight (8) hours. The County will convert the donations to a dollar equivalent amount, using the recipient's hourly wages.

H. Health insurance coverage and retirement contributions will continue in the same manner as if the recipient employee was on sick leave. The recipient employee will not accrue sick leave or vacation benefits while using catastrophic leave.

I. Catastrophic leave shall be terminated when one or more of the following occurs:

1. The employee has returned to duty from an eligible CFRA, FMLA, or PDL leave of absence; or.

2. All donations are exhausted.

J. Upon termination of catastrophic leave pay, all unused donations shall be forfeited by the donor and recipient.

ARTICLE XXXVIII

GRIEVANCE AND ARBITRATION PROCEDURE:

A. Objectives:

To informally settle disagreements at the employee-supervisor level.

To provide an orderly procedure to handle the grievance through each supervisory level.

To correct, if possible, the cause of the grievance in order to prevent future complaints.

To promote harmonious relations among employees, their supervisors, and Departmental managers.

To assure fair and equitable treatment of all employees.

To resolve grievances at the Departmental level before appeal to higher levels.

B. Definitions:

The following terms, as used in this Article, will have the following meanings:

Grievance: A complaint by an employee, alleging a violation of this MOU, rules and regulations (except Rules of the Civil Service Commission) or policies governing personnel practices and working conditions. A grievance may be filed when the employee believes an injustice has been done because of an unfair application or deviation from a Departmental policy.

Day: Calendar Day, exclusive of Saturday, Sunday, and County holidays.

Employee: Any employee in the classified service of the County, regardless of status.

Immediate Supervisor: The person who assigns, reviews, or directs the work of an employee.

Superior: The person to whom an immediate supervisor reports.

Representative: A person who appears on behalf of the employee.

Departmental Head/Appointing Authority: The Fire Chief.

C. Exclusions:

The following matters are excluded from coverage under the Grievance Policy:

1. Work assignments, unless the complaint arises out of an allegation that the employee was required to work out-of-classification in violation of that provided by the Kern County Ordinance Code and did not receive the out-of-classification pay or unless there is evidence the assignment of work is a form of disciplinary action.

2. Classification and salary matters relative to classification.

3. Appeals involving demotions, dismissals, increment denials, suspensions, promotions, separations, and examination procedures.

4. County wide policy and ordinance matters, including subjects involving newly established or amendments to existing Board of Supervisors' resolutions, ordinances, or minute orders, unless the allegation is that they are not uniformly administered.

5. Employee performance evaluations.

6. Impasses which occur while meeting and conferring upon terms of a proposed MOU.

7. Grievances filed after twenty days from date of occurrence, or after twenty days from the date the employee had knowledge of an occurrence but in no case later than one year from date of occurrence.

D. Employee Rights:

1. A party to the grievance shall have the right to record a formal grievance meeting at the expense of the requesting party.

2. The grievance procedure shall not limit the right of any employee to present a grievance individually.

3. An employee may have a representative present at all steps of the grievance procedure.

4. Reasonable time to process a grievance will be allowed during regular working hours subject to the prior approval of the employee's immediate supervisor. Such approval will not be unreasonably withheld.

5. Only a person selected by the employee from within a recognized employee organization and made known to management prior to a scheduled grievance meeting, shall have the right to represent an employee.

6. Nothing within this grievance procedure shall be construed as limiting the right of management to manage the affairs of the County.

7. Grievances of an identical nature concerning the same subject matter may be consolidated.

E. Informal Grievance Procedure:

Within twenty (20) days from the occurrence of the issue that gave rise to the complaint, or within twenty (20) days from the employee's knowledge of the occurrence (but no later than one (1) year from the date of occurrence), an employee will promptly and informally meet to discuss the complaint with his/her immediate supervisor. If a group of employees wishes to file a grievance based on a shared complaint, they or their designated representative will promptly and informally meet to discuss the complaint with their most immediate supervisor.

In those circumstances where the nature of the complaint involves the immediate supervisor, the employee (or a group of employees) may informally discuss the complaint with the next higher level of supervision, provided prior notification is given the immediate supervisor by the employee (or group of employees). If the supervisor determines that the employee's complaint cannot be resolved at that level within the chain-of-command, the supervisor shall refer the informal complaint to the next level of command by mutual agreement between a group of employees (or their designated representative) and the Fire Chief.

This informal grievance procedure must precede the use of the formal grievance procedure. If the supervisor fails to reply to the employee(s) within five (5) days of the meeting, or if the employee(s) is not satisfied with the decision, the employee(s) may utilize the formal grievance procedure. Grievance forms are available in the Department for this purpose.

F. Formal Grievance Procedure:

Step 1: Any employee(s) wishing to initiate a formal grievance will submit the grievance form and any supporting documents to the supervisor with whom the informal meeting was held, no later than five (5) days from receipt of the supervisor's informal response or within ten (10) days from the close of the informal meeting if no decision is rendered. The grievance must state the nature of the grievance, the alleged violation of any rule or regulation by section or number, if any, and the desired solution.

The supervisor shall hold a formal meeting with the employee(s) within five (5) days of the receipt of the formal grievance to review the facts, gather all supporting documents, discuss the complaint and desired solution, and discuss the proper appeal procedure.

The supervisor will issue a written decision on the original grievance form within five (5) days of the close of the formal hearing.

Step 2: If the employee(s) feels the immediate supervisor has not resolved the grievance, the employee(s) may appeal to the next higher level of supervision and Department head, jointly. At this time, all supporting documents and evidence relative to the grievance shall be included with the appeal and made known to both parties. The person occupying the next higher level of supervision (identified by the Department), together with the Department head, shall hold a formal meeting with the employee(s) and the employee's representative, if requested. This meeting will be held within ten (10) days from the date of receipt of the appeal and will be for the purpose of attempting to settle the grievance.

A decision shall be made and submitted in writing on the original grievance form to the employee(s) by the Department head within ten (10) days from the close of the formal meeting.

Step 3: If the employee(s) is not satisfied with the decision of the Department head, he or she may appeal the decision to the Chief Human Resources Officer (CHRO), within five (5) days from receipt of the Department head's decision. In his/her appeal to the CHRO, all supporting documents must be attached to the grievance form, together with the grievant's reason for appeal and remedy requested.

The CHRO or his/her designee will review the original grievance, all supporting documents, the Department head's response, and the remedy requested, and issue a written decision within ten (10) days of receipt of the grievance appeal.

If the employee(s) is not satisfied with the decision of the CHRO or his or her designee, the employee(s) may submit the grievance to advisory arbitration by written request to the CHRO within thirty (30) days of receipt of the decision.

If the grievance is submitted to advisory arbitration, the grievant, his or her representative, if any, and the CHRO shall, within five (5) days of receipt of the grievant's request, set a date for a meeting to:

1. Attempt to settle the grievance.

2. Agree to any stipulations.

3. Agree upon the issue statement. (An issue statement will reflect issue as presented in original grievance as written on grievance form.)

4. Select an impartial arbitrator.

G. <u>Selection of the Advisory Arbitrator:</u>

If the parties fail to agree on an arbitrator, a list of five (5) arbitrators will be jointly requested from either the Federal Mediation Service, the State Mediation and Conciliation Service, or the American Arbitrator's Association. The agency will be mutually selected.

The parties shall select an arbitrator by alternately striking a name from the list, with the remaining name being the selected arbitrator. Should both parties agree that the first list submitted is unsatisfactory; the parties may request a second list.

The arbitration procedure will be informal and private. The arbitration procedure shall not be bound by any of the rules of evidence governing trial procedure in State courts.

The arbitrator will not have the power to add to, subtract from or otherwise modify the provisions of any MOU, Rules, Regulations, or Ordinances of the County of Kern.

The arbitrator will confine himself/herself to the issue submitted.

The arbitrator's decision will be advisory, subject to approval by the Board of Supervisors.

The cost of the arbitrator shall be borne equally between the County and the grievant. Each party shall bear its own costs relating to witness fees, transcriptions and attorney's fees.

The arbitrator shall be requested to submit his decision within thirty (30) days from the close of the hearing.

ARTICLE XXXIX

SEVERABILITY:

Should any portion of this Memorandum of Understanding or any provision herein be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree of a competent jurisdiction, such invalidation of such portion of this Memorandum shall not invalidate the remaining portions hereof, and they shall remain in full force and effect. The parties hereto mutually agree, during the term of this Memorandum, not to seek to meet and confer for the purpose of modifying any provision contained in this Memorandum unless the parties mutually agree to do so. Should the parties mutually agree in writing to meet and confer during the term of this Memorandum, neither party shall be obligated to add to, subtract from, or otherwise modify the terms herein, but if it is the desire of both parties to institute such changes, such changes shall not be precluded by this or any other provision of this Memorandum. Nothing contained in this Memorandum shall be interpreted to preclude the parties from meeting and conferring during the term hereof with respect to the interpretation and/or application of provisions of this Memorandum, the County's Ordinance Code, Administrative Procedures Manual, Rules of the Civil Service Commission, and Fire Department Administrative and Operations Procedures which deal with personnel matters, insofar as these documents affect the employees represented by the Union under the terms of this Memorandum of Understanding.

ARTICLE XL

TERMS AND CONDITIONS OF MEMORANDUM OF UNDERSTANDING:

A. Upon ratification by the Kern County Fire Fighters Union, Inc., IAFF Local #1301 membership, and approval by the Board of Supervisors, this MOU shall supersede and nullify all previous MOUs. This MOU shall be binding upon both parties in accordance with Article 14, Section II of the EERR.

B. The term of this agreement shall be effective upon final execution and shall expire and be fully terminated on June 30, 2027.

THIS MEMORANDUM OF UNDERSTANDING entered into and signed:

KERN COUNTY FIRE FIGHTERS UNION, INC.
IAFF LOCAL 1301, AFL/CIO

Jesse Waldowski
President, Local 1301

COUNTY OF KERN:

Philip Peters
Chairman, Board of Supervisors

Nancy Anderson
Chief Administrative Officer

Approved as to content
Tracey A. Eldridge
Chief Human Resources Officer

Approved as to form
Deputy County Counsel