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 CIVILIAN NON-SAFETY, AND THE COUNTY OF KERN PROVIDING CHANGES TO WAGES, HOURS, AND TERMS AND CONDITIONS OF EMPLOYMENT EXPIRING JUNE 30, 2027.**
**Annual Fiscal Impact: $16,146; Fire Fun; Not Budgeted; Discretionary**

The County's most recent Memorandum of Understanding (MOU) with the Kern County Sheriff's Fire Fighters Union Civilian Non-Safety (KCFFU-Civilian) expired on June 30, 2026. The proposed MOUs (attached) with KCFFU-Civilian 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
- 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-Civilian 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 $16,146 annually.

Therefore, **IT IS RECOMMENDED** that your Board approve and authorize the Chairman to sign the Memorandum of Understanding with KCFFU-Civilian for bargaining unit 0 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' Union

KERN COUNTY

GROUNDED & BOUNDLESS

# Kern County Fire Fighters Union Civilian Non-Safety

## Memorandum of Understanding

July 1, 2026 – June 30, 2027

## TABLE OF CONTENTS


PREAMBLE ..... 1

ARTICLE I ..... 1
UNION RECOGNITION: ..... 1

ARTICLE IA ..... 1
SCOPE OF REPRESENTATION: ..... 1

ARTICLE II ..... 1
COUNTY RECOGNITION: ..... 1

ARTICLE III ..... 1
GOOD FAITH MEET AND CONFER: ..... 1

ARTICLE IV ..... 1
UNION DUES DEDUCTION: ..... 1

ARTICLE V ..... 2
DISCRIMINATION: ..... 2

ARTICLE VI ..... 2
UNION BUSINESS ..... 2

ARTICLE VII ..... 2
PREVAILING BENEFITS: ..... 2

ARTICLE VIII ..... 3
RULES AND REGULATIONS ..... 3

ARTICLE IX ..... 3
STRIKES AND LOCKOUTS ..... 3

ARTICLE X ..... 3
FAIR LABOR STANDARDS ACT ..... 3

ARTICLE XI ..... 3
SALARIES ..... 3

ARTICLE XII ..... 4
LONGEVITY PAY ..... 4

ARTICLE XIII ..... 4
HOLIDAYS ..... 4

ARTICLE XIV ..... 5
WINTER RECESS ..... 5

ARTICLE XV ..... 6
RETIREMENT ..... 6

ARTICLE XVI ..... 8
PAID LEAVE BALANCES ..... 8

ARTICLE XVII ..... 8
SICK LEAVE ..... 8

ARTICLE XVIII ..... 9
VACATION ..... 9

ARTICLE XIX ..... 10
BENEFITS ..... 10
Section 1 ..... 10
Section 2 ..... 10

ARTICLE XX ..... 11
OVERTIME, CALL BACK PAY, AND AVAILABILITY PAY ..... 11
Section 1. Overtime Compensation ..... 11
Section 2. Standby and Availability Pay ..... 11

ARTICLE XXIII ..... 13
UNIFORMS ..... 13

ARTICLE XXIV ..... 13
TOBACCO USE ..... 13

ARTICLE XXV ..... 14
FLEXIBLE SPENDING ACCOUNTS ..... 14

ARTICLE XXVI ..... 14
PERSONNEL TRANSACTIONS/FILES ..... 14

ARTICLE XXVIII ..... 14
SAFETY COMMITTEE ..... 14

ARTICLE XXIX ..... 14
ALCOHOL AND DRUG ABUSE POLICY AND IMPLEMENTATION PROCEDURES ..... 14

ARTICLE XXX ..... 15
VACANCIES AND TRANSFERS ..... 15

ARTICLE XXXI ..... 15
RECOVERY OF OVERPAYMENTS OR CORRECTION OF UNDERPAYMENT OF WAGES OR EMPLOYEE BENEFITS ..... 15

ARTICLE XXXII ..... 16
JURY DUTY/WITNESS APPEARANCES ..... 16

# 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 employee 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 the civilian non-safety classifications titled First Responder Medical Unit Operator and First Responder Paramedic.

## 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 Human Resources 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 Human Resources Officer, stating the reason for disapproval. No disapproval by the Fire Chief will be valid if review by the Chief Human Resources 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

**STRIKES AND LOCKOUTS:**

During the term of this MOU, County agrees that it will not lock out employees, and Union agrees that it will not engage in, encourage, or approve any strike, slowdown, or other work stoppage growing out of any dispute relating to the terms of the MOU. Union will take whatever possible lawful steps necessary to prevent any interruption of work in violation of this MOU. Furthermore, Union and County recognize that all matters of controversy within the scope of this MOU shall be settled by the established grievance and arbitration procedures contained in Article XXX.

## ARTICLE X

**HOURS WORKED:**

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 XI

**SALARIES:**

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

1. 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.

2. Advancement between steps is not based upon employee performance.

B. 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.

C. 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 negotiations to discuss an across-the-board salary increase.

## ARTICLE XII

**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.

**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

**HOLIDAYS:**

A. During the term of this MOU, the following holiday schedule shall apply:

New Year's Day
Martin Luther King's Birthday (third Monday in January)
Washington's Birthday (3rd Monday in February)
Memorial Day (last Monday in May)
4th of July
Labor Day
Veteran's Day (as observed)
Thanksgiving Day
Day after Thanksgiving
Christmas Eve
Christmas Day
New Year's Eve
Floating Holiday*

B. Regular part-time employees shall have their holidays governed by Section 123 of the Kern County Administrative Policy and Procedures Manual.

C. Holidays that fall on Saturday shall be observed on the previous Friday. Holidays which fall on Sunday shall be observed on the following Monday.

D. In a year in which Christmas and New Year's Day fall on a Saturday and are observed on Friday, Christmas Eve and New Year's Eve day holidays shall be observed on the preceding Thursday. In a year in which Christmas Eve and New Year's Eve fall on a Saturday or Sunday, the holidays shall be observed on the preceding Friday.

E. The actual holiday shall be defined as the day of the week on which the holiday falls.

F. A designated holiday shall be the day observed in lieu of the actual holiday.

G. The County recognizes that its holiday schedule does not directly coincide with the Court holiday schedule. Employees who actually work on an actual or designated County holiday shall receive their regular pay for that day. In addition, such

employees shall be entitled to an alternate day off that must be taken before December 31 in the following calendar year.

H. 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

**WINTER RECESS:**

A. During the term of this MOU, the County establishes Winter Recess as the three weekdays between the Christmas and New Year's holidays identified in Article XIII of this MOU.

B. The Fire Chief may be limited from closing in its entirety. Notwithstanding, the Fire Chief will make all reasonable efforts to permit staff to observe the Winter Recess as paid time off.

C. If an employee is unable to observe Winter Recess in its entirety, he or she will be credited with paid time off in an amount equivalent to the hours actually worked during Winter Recess, not to exceed 24 hours. Any credited alternate paid time off will be made available to use during each successive calendar year. Any unused paid time off shall be forfeited.

D. Employees covered by this MOU must be in a paid status (i.e., not on an unpaid leave of absence, etc.) prior to December 23 in each year to be eligible for Winter Recess under this Section.

E. No payment for unused Winter Recess hours shall be permitted. Winter Recess hours are not counted as hours worked for determining overtime or CTO eligibility.

## ARTICLE XV

**RETIREMENT:**

A. The County agrees to continue to provide retirement benefits in accordance with Resolution Number 2004-436, which adopted the 3% at 60 benefit formula for general members of the Kern County Employees' Retirement Association ("KCERA"), except as provided in Section D below.

B. All employees hired prior to February 8, 2005 shall pay one third percent (33%) of the employee's normal contribution to retirement.

C. All eligible employees hired or rehired on or after February 8, 2005 (hereafter "Post-February 2005 Employees") shall pay one hundred percent (100%) of their normal contributions to retirement. Post-February 2005 Employees who have accrued years of service prior to being hired or rehired on or after February 8, 2005 shall pay one

hundred percent (100%) of the new employees' normal contributions to retirement regardless of years of service.

D. Employees hired after January 1, 2013 shall pay 50% of normal cost of retirement (i.e., PEPRA contribution).

E. All eligible employees hired or rehired on or after July 5, 2008 (hereafter "new employees") shall receive the following retirement benefit except for employees who, for any reason including, but not limited to, making a redeposit under current law or taking any other action through which, the employee receives service credit under the 3% at 60 benefit formula ("higher benefit formula"):

1. Pursuant to Resolution #2008-229, previously approved by the parties to this MOU and formally adopted by the Board of Supervisors on June 17, 2008, all new employees shall receive a defined benefit pension as described in Government Code section 31676.01, commonly referred to as 1.62% at 65.

2. A defined contribution 457 plan, as part of the existing County Deferred Compensation Plan, wherein the County will provide a biweekly amount (hereafter "match") not to exceed six percent (6%) of base pay as provided herein:

   a. Subject to the limitation contained in subsection (b) below, the County shall contribute a biweekly amount, equal to the biweekly amount that the employee contributes to the County's Deferred Compensation Plan.

   b. The six percent (6%) maximum biweekly match 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, in no event shall the County pay the match, or any portion thereof, if the payment of the match, or portion thereof, will cause the employee to exceed any applicable IRS limitations of contributions to the County's Deferred Compensation Plan.

   c. This MOU does not create a vested right to a continued match beyond expiration of the MOU. However, the match benefit, as described herein, will continue beyond the expiration date of the MOU subject to the current collective bargaining laws and rules.

   d. If for any reason, including but not limited to a redeposit under current law, a new employee becomes eligible to receive retirement service credit at the higher 3% at 60 benefit formula, the new employee shall repay the County the amount of the match received plus the amount of 6% premium pay received, under Article VIII, Section 6 (B) for the period of service during which the employee is credited under the higher benefit formula. It is the purpose of this subsection (d) to prevent a windfall wherein a new employee received premium pay, the match plus the higher benefit formula as opposed to the formula contained in Government Code section 31676.01.

F. Except for new employees, employees' normal contributions to retirement shall be calculated in accordance with Government Code section 31621.8. New employees' contributions shall be calculated as provided in Government Code section 31621.

G. In accordance with Government Code section 31641.95, on April 15, 1997, the 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 KCERA and the Government Code.

H. This MOU does not create a vested right to continued County payments of employee contributions or to 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.

I. 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 KCERA no earlier than three months prior to the designated date of retirement. This rollover shall be for the sole express purpose of receiving credit for all legally eligible prior public service as determined by KCERA in accordance with the Government Code and its rules and regulations relating to receiving credit in the KCERA retirement system.

J. In addition to the ability to rollover accumulated vacation in the manner described in subsection "H" above, employees may also rollover their accumulated vacation balance (only) for the sole express purpose of receiving retirement credit with KCERA for other qualified service one time during the employee's tenure as a County employee. The employee must submit a written request to their 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 their sole discretion, waive the April 1st filing deadline for any employee.

## ARTICLE XVI

**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 XVII

**SICK LEAVE:**

A. Each full-time employee regularly employed in a classified position shall earn and accrue sick leave credit for illness or accident, at the rate of 3.69231 working hours per biweekly pay period. (3.69231 working hours X 26 pay periods = 96 hours divided by 8 hours = 12 days per year.) Unused sick leave will be accumulated up to a maximum of 1152 hours (144 days).

Sick Leave Payoff Schedule

Each employee covered by this MOU will be paid upon death or active retirement (deferred retirement excepted) for unused sick leave as follows:

| 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 have the same meaning as "years of service" as calculated for vacation seniority in section C of Article XVIII of this MOU.

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.

B. Employees shall be eligible to receive an annual cash bonus of 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 hours (10), or less, of sick leave during the previous payroll periods during that calendar year.

C. Employees shall not be downgraded on their Employee Performance Reports for being absent pursuant to a leave governed by the Family and Medical Leave Act.

## ARTICLE XVIII

**VACATION:**

A. The vacation entitlement for regular full-time employees covered by this MOU is:

1. Twelve days (96 hours) vacation after one (1) year service. Maximum vacation accrual will be 312 hours.

2. Seventeen days (136 hours) vacation after five (5) years of service. (New accrual rate begins at start of fifth year of service). Maximum vacation accrual will be 432 hours.

3. Twenty-two days (176 hours) vacation after ten (10) years of service. (New accrual rate begins at start of tenth year of service). Maximum vacation accrual will be 552 hours.

4. Twenty-seven days (216 hours) vacation after fifteen (15) years of service. (New accrual rate begins at start of fifteenth year of service). Maximum vacation accrual will be 672 hours.

B. Regular permanent part-time employees' vacation entitlement is prorated on the same yearly basis.

C. For the purposes of this MOU, "years of service" (i.e., vacation seniority) shall mean all uninterrupted employment with the County of Kern.

D. The granting of any vacation request, by a department head or designated supervisor, shall be subject to the workload and staffing requirements of the department.

E. With respect to employees with maximum vacation accruals, if the employee has been denied a proper written request for a vacation and subsequently submits a second proper written request for a vacation for a different period of time, and that second request is denied, the employee shall upon written request, be entitled to receive cash in an amount equal to the amount of vacation time the employee would have accrued while utilizing the vacation time if the second vacation request had been approved. The requests must conform to the scheduling policy of the department.

F. Employees shall not be downgraded on the Employee Performance Report for the use of authorized vacation.

G. Financial Hardship – In the event an employee incurs a serious financial hardship as the result of family illness or death, the employee may make written request to the Fire Chief to cash-out all or part of the employees' accrued vacation. Upon investigation, the Fire Chief may direct the claim to the Auditor-Controller-County Clerk for payment. Any disputes arising from the denial of any claim for payment will be resolved by application of the Grievance and Arbitration Procedure.

## ARTICLE XIX

**BENEFITS:**

Section 1. Medical/Dental/Vision Plans:

A. All employees covered by this MOU shall be required to pay, by payroll deduction, twenty percent (20%) of the insurance premium for the employee and their dependent's medical, dental, and vision insurance (hereafter collectively referred to

as "health insurance"). All insurance premiums referenced in this subsection shall equal 98% of the applicable COBRA premiums.

B. 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 program 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 employee opts 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. 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.

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

D. The County and the Association will continue utilizing the Health Benefits Committee to study and identify ways in which to improve insurance plans and contain costs.

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

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.

## ARTICLE XX

**OVERTIME, CALL BACK PAY and AVAILABILITY PAY:**

Section 1. Overtime Compensation

A. For all employees covered by this Agreement, "overtime" is defined as all actual hours worked by an overtime-eligible employee over a maximum of 40 hours in their workweek. Non-productive paid hours such as vacation, sick leave, compensatory time off, non-worked paid holidays, etc., shall not count as actual hours worked under this Section. Work time spent on jury duty and hours paid for holidays shall be considered hours worked under this Section.

B. Overtime shall be compensated at one and one-half times the employee's regular rate of pay, as defined under the Fair Labor Standards Act of 1938 ("FLSA"). Only actual hours worked shall be counted toward the applicable threshold for purposes of

calculating overtime owed under the FLSA. All overtime entitlements shall be computed to the nearest tenth of an hour (6-minute increments).

C. In lieu of cash compensation for overtime, overtime-eligible employees may earn up to a maximum of 120 hours of compensatory time off ("CTO"). CTO will be earned at a rate of one and one-half hours for each hour of overtime worked. CTO may also be earned at straight time for non-Overtime hours worked when the employee has a combination of actual hours worked and non-productive paid hours over 40 hours in a workweek. An employee who has accrued CTO shall be permitted to use such time within a reasonable period after making a request if the use of CTO does not unduly disrupt the operations of the department.

D. Upon separation of employment any unused CTO will be paid out according to the FLSA and its implementing regulations.

E. Employees covered by this MOU who are classified as exempt under the FLSA shall not be eligible to receive overtime or to accrue compensatory time off.

F. To the extent that there is a conflict between the terms of this section and any other Kern County ordinance, policy or procedure regarding overtime, this section shall supersede. In all other cases, the existing policy of Kern County and its departments shall continue to remain in full force and effect.

Section 2. Standby and Availability Pay

A. Standby

1. Definition of Standby – Only after first seeking volunteers, an employee who is required during off-duty hours to remain on call on the County's premises or elsewhere or under conditions so circumscribed that they cannot use the time effectively for their own purposes is working while "on-call." Employees who are working while "on-call" are on "standby." An employee who is not required to remain on the County's premises or elsewhere and is merely required to leave word at their home or with County officials where they may be reached or is merely required to be available via a communications device, is not working while "on-call" and shall not be considered on "standby." This definition of "standby" is intended to be the same definition as "working while on-call" which is contained in 29 CFR ' 785.17 and to duplicate the definition of compensable standby (i.e., working while "on-call") found in the Fair Labor Standards Act as it is presently interpreted.

1. Compensation for Standby - An employee required by the department head to be on stand-by duty shall receive one-quarter of their hourly pay, or the federal minimum wage, whichever is higher for the hours required to be on stand-by. Employees on stand-by duty, who are called back to work, shall not receive stand-by pay while in a called-back status.

2. A department head seeking to place employees on standby duty shall first, make a reasonable effort to solicit volunteers prior to mandating any employee in Standby/Availability.

B. Availability Pay

1. Due to urgent situations, employees in certain classifications must frequently be available to report to work outside their regular work schedule, upon request of their department head or designee. Such employees shall be required to carry a communications device to ensure their availability. The department head shall not impose conditions, which so restrict the employee that the employee is on standby as defined by Article XX, Section 2.A, unless the employee is placed on standby.

2. As compensation for being available to respond to such situations, those employees shall receive either (1) a biweekly allowance equal to five percent (5%) of their biweekly base salary, or (2) one-quarter of their hourly pay for the hours required to be available. Employees required to respond shall not receive the one-quarter pay for the hours that they receive full compensation, including any two-hour minimum call back overtime pay.

3. A department head seeking to place employees on availability duty shall first, make a reasonable effort to solicit volunteers prior to mandating any employee in Standby/Availability.

3. Employees required to remain available shall not receive the one-quarter pay for the hours that they receive full compensation, including any two-hour minimum call back overtime pay.

4. Employees required to provide an after-hour service response, but who do not return to work, shall be eligible for a minimum of 30 minutes call back overtime pay, and compensated for the actual time they work over 30 minutes rounded to the nearest tenth of an hour.

6. Employees who return to work shall be eligible for the two-hour minimum call back overtime pay, but if called back multiple times within the two hours, will only receive compensation for the two hours or the total time worked, whichever is greater.

7. Classifications eligible to receive availability pay shall include all covered by this MOU.

C. Paramedic Pay

1. To provide the highest level of training possible, the County will pay department-designated Paramedic preceptors five percent (5%) of their base salary. This designation will be at the discretion Of the Fire Chief. paramedic Preceptors Will be ru-luired 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.

2. 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.

3. Incentives are singular and shall not be combined

## ARTICLE XXI

**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 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 XXII

**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 XXIII

**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 XXIV

**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.

B. 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 XXV

**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 XXIX

**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 XXVI

**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 XXVII

**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 XXX. Collection of such disputed amounts will be held in abeyance until such grievance is adjudicated.

## ARTICLE XXVIII

**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 XXIX

**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 XXX

**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. Selection of the Advisory Arbitrator:

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 XXXI

**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 XXXII

**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