

**COUNTY OF KERN**

**&**

**KERN COUNTY FIRE FIGHTERS UNION  
IAFF Local 1301**

**MEMORANDUM OF UNDERSTANDING**

**October 1, 2000 - September 30, 2002**

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# MEMORANDUM OF UNDERSTANDING

## PREAMBLE

This Memorandum of Understanding is entered into pursuant to the Myers-Milias-Brown Act (Government Code Sections 3500-3510) 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 Myers-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 I A

### 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 County Administrative Officer of the County of Kern or his/her 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. Dues Deduction

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. Representational Fees**

1. **Scope** - Each employee hired after August 18, 1992 into Bargaining Unit F shall either: (1) become a member of the Union to the extent of rendering periodic dues uniformly required for membership, or (2) pay to the Union a biweekly representational fee. Such representational fee shall be an amount uniformly established by the Union's Board of Directors, but in no event shall such representational fee exceed 90% of the amount that a Union member of the same salary level would pay in dues.
2. **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.
3. **Authority** - This section is implemented in accordance with Government Code Section 3502.5 and the Union agrees to adhere to all statutory and judicial requirements relating to representational fees, including, but not limited to the following:
  - a. The Union agrees to keep an itemized record of its financial transactions. The Union will make a financial statement, in the form of a balance sheet and an operating statement, available to the County annually, within sixty (60) days after the end of the fiscal year. The financial statement will be certified as to accuracy by the Union's Board of Directors and a Certified Public Accountant licensed in the State of California.
  - b. The Union agrees to hold any disputed fees in their entirety in an escrow account to be maintained at the Kern Federal Credit Union, 1717 Truxtun Avenue, Bakersfield, California, pending resolution of the dispute pursuant to the Complaint Procedure outlined below.
4. **Complaint Procedure**
  - a. This complaint procedure shall be utilized solely to resolve disputes arising out of the deduction of a representational fee pursuant to this MOU:
  - b. Issues subject to this complaint procedure shall be limited to the following:
    - i. Whether a portion of the representational fee is being utilized for non-representational activities.
    - ii. Whether the nonmember is a member of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting public employee unions.

- iii. In the event that it is determined, pursuant to this procedure, that such nonmember is a member of such religion, body or sect, he or she may, in the alternative, designate that the representational fee be given to a charitable fund selected from the list of United Way charities. The County agrees to deduct and to remit fees so designated to the United Way.
- c. Any nonmember who objects to the deduction of the representational fee shall file a written complaint with the Union. Resolution of such complaints will be by arbitration by the State Mediation and Conciliation Service.
  - i. Any employee who objects to the deduction of the representational fee shall forward his or her written complaint to the Union within thirty (30) calendar days after the fee is initially deducted. The complaint will clearly specify the reason(s) for the objection to the deduction.
  - ii. Upon receipt of the written complaint, the Union shall place the entire amount of the disputed deduction into an escrow account pending resolution of the dispute and shall, within five (5) working days, request a list of five (5) arbitrators from the State Mediation and Conciliation Service (SMCS).
- d. Date for Hearing - Upon receipt of the list of arbitrators from SMCS, the Union will select an arbitrator within five (5) working days and so notify the SMCS. Upon confirmation by the arbitrator, the Union will, forthwith, notify the complainant of the date, time and location of the hearing.
- e. Payment of Costs - The arbitrator will be directed to specifically determine which party has prevailed. In the event the Union prevails, the cost of the arbitration shall be shared equally between the Union and the complainant. Should the complainant prevail, the Union shall pay the entire cost of the arbitration.
- f. Effect of the Arbitrator's Decision - The decision of the arbitrator shall be final and binding. Upon receipt of the arbitrator's decision, fees held in escrow shall be disbursed by the Union in accordance with said decision. In the event that the Union prevails, the County shall continue to deduct the representational fee and remit same to the Union as determined by the arbitrator.

#### ARTICLE V

#### DISCRIMINATION:

The County of Kern agrees not to discriminate against any employee for his or her activity on behalf of, or membership in, the Union. Both parties shall comply with all applicable federal and state laws prohibiting discrimination against any employee on the basis of race, color, creed, religion, age, sex, marital status, physical disability 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 County 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

##### **FAIR LABOR STANDARDS ACT:**

- A. Battalion Chiefs are considered nonexempt employees for the purpose of implementing the provisions of the Fair Labor Standards Act.
- B. For the purpose of implementing the Fair Labor Standards Act it is agreed that:
  - 1. A twenty-eight (28) day cycle shall be the designated work period; and
  - 2. Paid leave time shall be counted as hours worked for the purpose of determining the payment of overtime.

This article shall not affect any overtime payment made under Article XVII of this MOU.

#### ARTICLE X

##### **SALARIES:**

- A. The additional compensation for the possession of a Fire Science Certificate will be 7%. Said positions are those with the “C” designation in the salary schedule and**
- 2. The additional compensation for employees having a 40-hour administrative staff assignment will be 5%. Said positions are those with the “A” designation in the salary schedule; and**
- 3. Employees with 30 or more years of service will receive 2% longevity pay on base wages. As used in this subsection, the term “years of service” shall mean years of service for the County of Kern as calculated by the Kern County Employees’ Retirement Board in determining eligibility for retirement.**
- 4. Effective with the first day of pay period #2000-21 (October 7, 2000), the base salary for all represented classes will increase by approximately 4% as indicated in the following chart:**
- 5. Notwithstanding the foregoing, retroactive salary payments shall only be paid to employees who, on the date that the Board of Supervisors approves this MOU, are on the County payroll.**

**SALARY CHART:** The following chart depicts the salary range adjustments indicated above, except for the service-based adjustment provided in subsection C:

Item No.	Classification	Salary Range	Monthly Equivalent	Biweekly Base Pay				
				Step A	Step B	Step C	Step D	Step E
4639	Firefighter	<u>54.8</u>	<u>3344-4082</u>	<u>1538.15</u>	<u>1616.81</u>	<u>1699.49</u>	<u>1786.40</u>	<u>1877.76</u>
4637	Firefighter - A (Administrative)	<u>55.8</u>	<u>3515-4291</u>	<u>1616.81</u>	<u>1699.49</u>	<u>1786.4</u>	<u>1877.76</u>	<u>1973.79</u>
4638	Firefighter - C	<u>56.2</u>	<u>3586-4378</u>	<u>1649.39</u>	<u>1733.74</u>	<u>1822.40</u>	<u>1915.6</u>	<u>2013.56</u>
4636	Firefighter - C - A (Administrative)	<u>57.2</u>	<u>3769-4602</u>	<u>1733.74</u>	<u>1822.40</u>	<u>1915.60</u>	<u>2013.56</u>	<u>2116.53</u>
4595	Fire Engineer	<u>57.1</u>	<u>3751-4579</u>	<u>1725.11</u>	<u>1813.33</u>	<u>1906.07</u>	<u>2003.54</u>	<u>2106.00</u>
4594	Fire Engineer - C	<u>58.5</u>	<u>4022-4910</u>	<u>1849.87</u>	<u>1944.48</u>	<u>2043.92</u>	<u>2148.44</u>	<u>2258.31</u>
4593	Fire Engineer - A	<u>58.1</u>	<u>3942-4813</u>	<u>1813.33</u>	<u>1906.07</u>	<u>2003.54</u>	<u>2106.00</u>	<u>2213.71</u>
4592	Fire Engineer - C - A (Administrative)	<u>59.5</u>	<u>4227-5161</u>	<u>1944.48</u>	<u>2043.92</u>	<u>2148.44</u>	<u>2258.31</u>	<u>2373.80</u>
4602	Fire Heavy Equipment Operator	<u>57.1</u>	<u>3751-4579</u>	<u>1725.11</u>	<u>1813.33</u>	<u>1906.07</u>	<u>2003.54</u>	<u>2106.00</u>
4600	Fire Heavy Equipment Op - A	<u>58.1</u>	<u>3942-4813</u>	<u>1813.33</u>	<u>1906.07</u>	<u>2003.54</u>	<u>2106.00</u>	<u>2213.71</u>
4601	Fire Heavy Equipment Op - C	<u>58.5</u>	<u>4022-4910</u>	<u>1849.87</u>	<u>1944.48</u>	<u>2043.92</u>	<u>2148.44</u>	<u>2258.31</u>
4599	Fire Heavy Equipment Op - C - A	<u>59.5</u>	<u>4227-5161</u>	<u>1944.48</u>	<u>2043.92</u>	<u>2148.44</u>	<u>2258.31</u>	<u>2373.80</u>
4590	Fire Captain	<u>59.5</u>	<u>4227-5161</u>	<u>1944.48</u>	<u>2043.92</u>	<u>2148.44</u>	<u>2258.31</u>	<u>2373.80</u>
4589	Fire Captain - C	<u>60.9</u>	<u>4533-5534</u>	<u>2085.10</u>	<u>2191.73</u>	<u>2303.82</u>	<u>2421.64</u>	<u>2545.48</u>
4588	Fire Captain - A (Administrative)	<u>60.5</u>	<u>4444-5425</u>	<u>2043.92</u>	<u>2148.44</u>	<u>2258.31</u>	<u>2373.80</u>	<u>2495.20</u>
4587	Fire Captain - C - A (Administrative)	<u>61.9</u>	<u>4765-5817</u>	<u>2191.73</u>	<u>2303.82</u>	<u>2421.64</u>	<u>2545.48</u>	<u>2675.66</u>
4580	Fire Battalion Chief	<u>63.0</u>	<u>5034-6145</u>	<u>2315.34</u>	<u>2433.75</u>	<u>2558.21</u>	<u>2689.03</u>	<u>2826.55</u>
4579	Fire Battalion Chief - C	<u>64.4</u>	<u>5398-6590</u>	<u>2482.79</u>	<u>2609.76</u>	<u>2743.22</u>	<u>2883.51</u>	<u>3030.97</u>

Item No.	Classification	Salary Range	Monthly Equivalent	Biweekly Base Pay				
				Step A	Step B	Step C	Step D	Step E
4578	Fire Battalion Chief - A (Administrative)	<u>64.0</u>	<u>5291-6459</u>	<u>2433.75</u>	<u>2558.21</u>	<u>2689.03</u>	<u>2826.55</u>	<u>2971.10</u>
4577	Fire Battalion Chief - C - A (Administrative)	<u>65.4</u>	<u>5674-6927</u>	<u>2609.76</u>	<u>2743.22</u>	<u>2883.51</u>	<u>3030.97</u>	<u>3185.97</u>
4640	Firefighter Apprentice	<u>F/B</u>	<u>2467</u>	<u>1134.95Flat bi-weekly</u>				

ARTICLE XI

**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	6.0 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 (6) 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 6.0 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, transfers to a 40-hour per week administrative position, or is on 4850 time due to industrial injury, 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
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve
- Christmas Day
- New Year's Eve
- New Year's Day
- Washington's Birthday
- Memorial Day
- Martin Luther King's Birthday

## ARTICLE XII

### RETIREMENT:

- A. **The County agrees to adopt, effective January 1, 2001, Section 31664.1 ( 3% @ 50 plan) and to continue administration of the County's retirement program under Sections 31727.7 of the Government Code.**
  
1. **All employees who were hired prior to the first day of payroll period 97-14 (hereafter "pre-#97-14 employees) with five or more years of service shall no longer be required to pay their normal contributions to retirement and the County shall pay one hundred percent (100%) of those employees' normal contributions in accordance with Government Code sections 31630 and 31639.85. Pre-#97-14 employees who have not attained five years of service shall continue to pay one-half (1/2) of their normal contributions to retirement until they have attained five years of service at which point those employees shall no longer be required to make their normal contribution to retirement and the County shall pay one hundred percent (100%) of those employees' normal contributions in accordance with Government Code sections 31630 and 31639.85. As used in this subsection, the term "years of service" shall mean years of service as calculated by the Kern County Retirement Board in determining eligibility for retirement.**
  
2. **Eligible employees hired on or after the first day of payroll period #97-14 (hereafter "new employees") shall pay one hundred percent (100 %) of the new employees' normal contribution to retirement, until they have attained five years of service at which point those employees shall no longer be required to make their normal contribution to retirement and the County shall pay one hundred percent (100%) of those employees' normal contributions in accordance with Government Code sections 31630 and 31639.85.**
  
3. **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 Retirement Association and the Government Code.**
  
4. **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.**
  
6. **Employees who, in good faith, have designated an effective date of retirement from County service may roll-over 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 roll-over shall be for the sole express purpose of receiving credit in the KCERA retirement system for all legally eligible prior public service.**

7. **In addition to the ability to roll-over accumulated vacation in the manner described in subsection “E” above, employees may also roll-over their accumulated vacation balance (only) for the sole 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 roll-over such amounts. The department head may, in his/her sole discretion, waive the April 1st filing deadline for any employee.**

**ARTICLE XIII**

**PAID LEAVE BALANCES:**

- A. Accumulated sick leave and vacation hours which 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 XIV**

**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:**

<b>Years of Continuous County Service</b>	<b>Biweekly Accrual</b>	<b>Annual Off Duty Days (ODD)</b>
<b>0 through 5</b>	<b>.14359 ODD</b>	<b>3.733</b>
<b>6 through 10</b>	<b>.17949 ODD</b>	<b>4.667</b>
<b>11 or more</b>	<b>.21539 ODD</b>	<b>5.6</b>

- 2. 40-Hour Safety Employees:**

<b>Years of Continuous County Service</b>	<b>Biweekly Accrual</b>	<b>Annual</b>

<b>Years of Continuous County Service</b>	<b>Biweekly Accrual</b>	<b>Annual</b>
<b>0 through 5</b>	<b>2.46154 Hours</b>	<b>8 Days</b>
<b>6 through 10</b>	<b>3.07692 Hours</b>	<b>10 Days</b>
<b>11 or more</b>	<b>3.69231 Hours</b>	<b>12 Days</b>

**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:

<u>Years of Continuous County Service</u>	<u>Payoff Rate</u>
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 310 of the Kern County Administrative Procedures Manual and related provisions of the Kern County Ordinance Code as they may be amended from time to time by the Board of Supervisors.

**ARTICLE XV**

**VACATION:**

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

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

**B. Vacation Scheduling**

Vacation time off will be requested and scheduled in accordance with Fire Department Operational Procedure 205.95.

**ARTICLE XVI**

**BENEFITS:**

**Section 1: Medical/Dental/Vision Plans:**

- A. For all eligible employees hired prior to, April 15, 1997, who, at that time were employed by the County in a permanent position in the classified service, the County shall pay 100% of the employee and dependent premiums for medical, dental and vision insurance.**
- B. All eligible employees hired in a permanent position in the classified service on or after April 15, 1997 (hereafter “new 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”) 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 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. 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 to enroll eligible dependents.
- D. 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.
- E. The parties agree to continue the Retiree Health Premium Supplement Program with the following changes:
  - 1. The employees’ contribution to the Retiree Health Premium Supplement Program (“RHPSP”) shall be fixed at .33% of base salary. Following June 30, 2002, the employees’ contributions shall be renegotiated after examination of the Program by an actuary .
  - 2. The County’s contribution to the RHPSP for fiscal year 2000-01 shall be \$1,200,000. The County’s contribution for fiscal year 2001-02 shall be \$1,245,000.
  - 3. The parties agree to exclude from the RHPSP those employees who, because of age at time of employment (45 years old and over), could never receive a benefit.
  - 4. Effective February 1, 2000, the RHPSP shall be enhanced as follows: (a) the minimum qualifying criteria will change to age 50, with 20 years of County service, as defined in the RHPSP 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, as defined in the RHPSP plan document, who retires, or retired, on or after January 1, 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 prospectively from February 1, 2000 and thereafter. No retroactive benefits shall be paid.

**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 XVII**

**WORK CYCLE, SHIFTS, AND SCHEDULES:**

**A. Work Cycle**

In accordance with the provisions of the Fair Labor Standards Act, the work cycle consists of twenty-eight (28) consecutive days. The number of On Duty Days in a work cycle can be 8, 9, 10, 11, or 12. 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 28-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.

**2. 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.

**3. Fair Labor Standards Act (FLSA)**

The County is responsible for complying with all provisions of the FLSA legally applicable to the County. Any compensation received by represented members of the Union under provisions of the FLSA will remain in effect until it is mutually agreed by both parties that the payments are no longer applicable.

**ARTICLE XVIII**

**OVERTIME AND CALL BACK 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.**

## **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. It 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. 207(k) Exemption**

The County will adopt and implement a 207(k) partial exemption under the Fair Labor Standards Act (FLSA) for all employees covered by this Memorandum of Understanding. Employees will be treated as if covered by FLSA without prejudice to the parties' position regarding exemption which may be legally available under the FLSA for certain classes in the Union.

Effective the first day of payroll period #98-14, non-emergency overtime up to the FLSA maximum of 212 hours in a 28-day work period will be paid at 1.25 times the hourly base rate of pay. Effective April 8, 2000, non-emergency overtime up to the FLSA maximum of 212 hours in a 28-day work period will be paid at 1.5 times the hourly base rate of pay.

#### **B. 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.

## **ARTICLE XIX**

### **WORKING OUT OF JOB CLASSIFICATION:**

- A. All employees who work out of their job classification for six consecutive on-duty days and are certified for that position shall be eligible for out of job classification pay. (The 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 XX

### **UNIFORMS:**

- A. Each employee covered by this MOU who is required to wear a uniform will receive a uniform allowance in the amount of \$ \$700 annually, effective with payroll period #2001-01. The uniform allowance will be paid in two installments, one-half at the completion of the twelfth pay period, and one-half at the completion of the twenty-fifth pay period. New employees' uniform allowance will be prorated for the remaining portion of the six-month period in which employment begins.**
- 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 XXI

### **EDUCATIONAL INCENTIVE PAY:**

**The County of Kern agrees to continue to pay a 7% educational incentive allowance for employees covered by the terms of this Agreement who possess the 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 fire fighting 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 XXII

### **JOINT APPRENTICESHIP COMMITTEE PROGRAM:**

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

## ARTICLE XXIII

### **WELLNESS AND PHYSICAL FITNESS PROGRAM:**

**The County agrees to provide for the continuous maintenance of the physical fitness program.**

- A. The purpose of the Department's Health and Fitness Program is to assist employees in maintaining the physical and mental fitness necessary to be healthy, reduce injuries and optimize job performance. The Program will be administered as provided for in the Fire Department's Administrative Procedure 104.42.
- B. Employees will maintain the minimum level of fitness required to perform their essential job functions, as provided for in the Fire Department's Administrative Procedure 104.42.
- C. Employees will undergo medical evaluations as prescribed by the Department, to be performed by the Department's physician, and will be provided at County expense.
- D. A Wellness and Physical Fitness Committee comprised of the Fire Chief and two members of the Department and the President of the Union and two of its members will oversee the wellness and physical fitness programs and determine how funds will be expended. No wellness or physical fitness program may be implemented without the approval of the Committee.

ARTICLE XXIV

**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 XXV

**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 XXVI

**SUGGESTION AWARD PROGRAM:**

The County of Kern will continue its Suggestion Award Program as established by the Board of Supervisors in 1990.

ARTICLE XXVII

**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 his or her designated representative may review his or her 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 XXVIII**

##### **SAFETY COMMITTEE:**

A Fire Department Safety Committee, composed of two 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**

##### **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 and as contained in Chapter 18 of the Kern County Administrative Procedures Manual applies to employees covered by this Agreement.

#### **ARTICLE XXX**

##### **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 Chapter 12 of the Kern County Administrative Procedures Manual.

#### **ARTICLE XXXI**

##### **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 insure 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 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 XVII, the Fire Chief will attempt to maintain the minimum staffing levels at each station as shown in the Staffing Resource Plan

**STAFFING RESOURCE PLAN**

Station	Captains	Engineers	Firefighters	
<b><u>Battalion 1</u></b>				
11	1	1	1	
12	1	1	1	
54	1	1	1	
14 (1)	1	1	1	
15	1	1	1	
16	1	1		
17	1	1		
18 (3)	1			
<b><u>Battalion 2</u></b>				
21 (1) (4)	1	1	1	
22	1	1		
23	1	1		
24	1	1		
25	1	1	1	
55	1	1		
56	1	1	1	
57	1	1		
58	1	1		
<b><u>Battalion 3</u></b>				
26	1	1	1	
31(1)	1	1	1	
32 (1)	1	1	1	

Station	Captains	Engineers	Firefighters	
33	1	1	1	
34	1	1	1	
35	1	1		
36	1	1		
37	1	1		
<b><u>Battalion 4</u></b>				
41	2	2	2	
42 (1)	1	1	1	
45 (2)	1	1	1	2 FHEOs
51 (1)	1	1	1	
52	1	1	1	
53	1	1		
<b><u>Battalion 6</u></b>				
61	2	2	2	
62	1	1		
63 (1)	1	1	1	
64 (1)	1	1	1	
65	1	1	1	
66	1	1	3	
67 (1)	1	1	1	
<b><u>Battalion 7</u></b>				
71	1	1	1	
72	1	1	1	
73	1	1		
74	1	1	1	
75	1	1		
76	1	1	1	
77	1	1	1	

Station	Captains	Engineers	Firefighters	
78	1	1		

- (1) **One additional training position available for an Apprentice Firefighter.**
- (2) **Two Fire Heavy Equipment Operators will work in the road yard during the winter.**
- (3) **When available, Station 18 will be staffed by the use of a Captain with either an Apprentice Firefighter, and/or an Extra-help Certified Firefighter I.**
- (4) **Staffing at Station 21 will increase by 1 Captain, 1 Engineer, and 1 Firefighter when the ladder company is added.**

**The minimum station staffing will be 129 during non-fire season, and 130 + 1 during fire season. Minimum Staffing will increase by 3 when the ladder company is added to station 21. These staffing levels exclude Battalion Chiefs and Chief Officers.**

### **ARTICLE XXXII**

#### **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 XXXIII

#### **USE OF EXTRA HELP SEASONAL PERSONNEL:**

The purpose of the Staffing Resource Plan (Article XXXI) 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 his discretion, utilize extra help seasonal personnel to augment full time positions and to accomplish project-oriented work of a specific duration.

### ARTICLE XXXIV

#### **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:**
- 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;**
  - 2. Repayment in full, deducted from the next payroll warrant issued 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;**
  - 4. Repayment by fixed installment deductions from sequential payroll warrants. 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 as provided in the Kern County Administrative Procedures Manual, Chapter 3, Section 304.2.**
- C. The County will amend the Administrative Procedures Manual to implement this section in a manner consistent with federal and state law.**

## ARTICLE XXXV

### **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 he or she perceived in the course of his or her 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 his/her own automobile he/she 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 his or her duties of County employment, the employee should be granted the use of leave time to comply to the directive of the subpoena.**

## ARTICLE XXXVI

### **VACATION DONATION PROGRAM FOR CATASTROPHIC CONDITIONS**

- A. Catastrophic leave benefits have been established for county employees governed by this MOU who have exhausted all accumulated vacation, sick leave and compensatory time off (“CTO”). The purpose of those benefits is to provide a portion or all of an employee’s pay during the time the employee would otherwise be on medical leave of absence without pay pursuant to the Kern County Civil Service Rules. Catastrophic leave benefits are contingent on the receipt of donated vacation time in the manner described below.**
- B. Catastrophic leave shall conform to the rules for leave of absence without pay set forth in the Kern County Civil Service Rules except that, during that portion of the leave of absence which is also “catastrophic leave”, the employee will be paid. Although employees on catastrophic leave will receive catastrophic pay, for all other purposes, except as indicated below, such employees will be considered on leave of absence without pay pursuant to the Kern County Civil Service Rules and they shall not accrue any leave rights while on catastrophic leave.**
- C. In no event may an employee take more than six (6) months of catastrophic leave during any twelve (12) month period. Catastrophic leave and leaves of absence without pay shall run concurrently.**

- D. An employee is eligible for catastrophic leave when the employee faces financial hardship due to injury or prolonged illness of the employee or employee’s spouse, parent or child (based on medical evidence) and the employee is absent from work caring for himself or herself or family members.**
- E. Employees governed by this MOU may donate vacation time to another employee who meets the conditions described above. Employees may not, however, donate sick leave or CTO.**
- F. Employees (or their designees) requesting establishment of a catastrophic leave bank must submit a written request to the Personnel Department. The request must provide sufficient information to enable the Director of Personnel to determine whether the reason for the leave qualifies as catastrophic. This information will be maintained confidentially to the extent required by law. Catastrophic leave requests for injury/illness must include supporting medical verification from a licensed physician. If the request is for a family member, it should also specify that the employee’s attendance of the ill or injured family member is required. Leave requests must include the estimated date of return to work**
- G. It is the responsibility of the employee or co-workers to canvass other employees for the donation of leave credits, however; donations are voluntary; coercion of fellow employees is strictly prohibited. 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.**
- H. Donations must be a minimum of eight (8) hours. The County will convert the donor’s vacation time hours to a dollar equivalent amount. Ninety percent (90%) of that dollar amount will then be converted to hours, using the recipient’s hourly wage, resulting in hours applied to recipient’s catastrophic pay.**
- I. 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.**
- J. Catastrophic leave shall be terminated when one or more of the following occurs:**
- 1. The employee has exhausted six (6) months of catastrophic leave during any twelve (12) month period.**
  - 2. The employee has exhausted all of his or her rights under the Civil Service Rules for unpaid medical leaves of absence, whether paid in part or in full from catastrophic leave pay.**
  - 3. Donated leave credits have been exhausted.**
  - 4. Death of the ill or injured employee or subject family member.**
  - 5. The employee returns to full-time, active County employment.**
- K. The Vacation Donation Program for Catastrophic Conditions shall be administered by the**

County in a manner consistent with the foregoing terms and conditions and consistent with law and Civil Service rules.

## ARTICLE XXXVII

### 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 County Administrative Officer(CAO), within five (5) days from receipt of the Department head's decision. In his/her appeal to the CAO, all supporting documents must be attached to the grievance form, together with the grievant's reason for appeal and remedy requested.

The CAO 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 CAO or his or her designee, the employee(s) may submit the grievance to advisory arbitration by written request to the CAO 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 Employee Relations Officer 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 XXXVIII

#### **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 XXXIX**

**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 Employer-Employee Relations Resolution.**
- B. The term of this agreement shall commence October 1, 2000 and shall expire and be fully terminated on September 30, 2002.**

**THIS MEMORANDUM OF UNDERSTANDING entered into and signed:**

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

**COUNTY OF KERN:**

\_\_\_\_\_  
**Jim Ahl**  
**President, Local 1301**

\_\_\_\_\_  
**Kenneth W. Peterson**  
**Chairman, Board of Supervisors**

\_\_\_\_\_  
**William C. Douglas**  
**Employee Relations Officer**

**WCD/I:\DOUGLAS\MOU99-00\FFMOU00.WPD**