

**BEFORE THE BOARD OF SUPERVISORS
COUNTY OF KERN, STATE OF CALIFORNIA**

In the matter of:

Resolution No. 2020-160

**CHANGING WAGES, HOURS, AND TERMS AND
CONDITIONS OF EMPLOYMENT FOR EMPLOYEES
IN BARGAINING UNITS 7 AND F**

I, KATHLEEN KRAUSE, Clerk of the Board of Supervisors of the County of Kern, State of California, certify that the following resolution, on motion of Supervisor Gleason, seconded by Supervisor Maggard, was duly passed and adopted by the Board of Supervisors of the County of Kern at an official meeting on the 30th day of June, 2020, by the following vote:

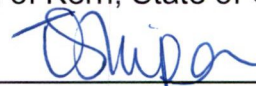
AYES: GLEASON, MAGGARD, PEREZ

NOES: SCRIVNER

ABSENT: COUCH



KATHLEEN KRAUSE
Clerk of the Board of Supervisors
County, of Kern, State of California


Deputy Clerk

RESOLUTION

Section 1. WHEREAS:

(a) Kern County (County) and the Kern County Fire Fighters Union, IAAF Local 1301 (KCFFU) entered into a Memorandum of Understanding (MOU) on October 18, 2016 and subsequently expiring on September 30, 2017; and

(b) The County and KCFFU began negotiating over a successor MOU on June 11, 2018 and met several times over the course of 10 months to exchange information and proposals for a new agreement; and

(c) On April 11, 2019, the County presented its Last, Best, and Final Offer (LBFO) to KCFFU; and

(d) On April 19, 2019, KCFFU presented its last counter offer to the County, which the County rejected; and

(e) On May 8, 2019, KCFFU members officially rejected the County's LBFO resulting in an impasse in negotiations; and

(f) On May 21, 2019, the Board of Supervisors declared an impasse in the negotiations and submitted the County's LBFO to mediation and advisory fact-finding impasse resolution procedures in accordance with Government Code 3505.4 and 3505.5; and

(g) On September 26, 2019, a neutral factfinder David A. Weinberg issued Findings and Recommendations Pursuant to Government Code 3505.4 and 3505.5 to the parties resulting in the conclusion of the impasse resolution process; and

(h) On October 11, 2019, the County made the Findings and Recommendations of David A. Weinberg public in accordance with Government Code 3505.5; and

(i) On January 15, 2020, the County presented KCFFU with a Revised LBFO, which KCFFU members officially rejected; and

(j) All applicable mediation and fact-finding procedures have been exhausted and pursuant to Government Code 3505.7, Kern County may implement its Revised LBFO;

Section 2. IT IS RESOLVED by the Board of Supervisors of the County of Kern, State of California, as follows:

1. Effective July 18, 2020, the County adopts changes to the wages, hours, and terms and conditions of employment contained in Article IX of the MOU between the County and KCFFU as identified in Exhibit A to this Resolution.

2. Effective July 18, 2020, the County of Kern adopts changes to the wages, hours, and terms and conditions of employment contained in Article X of the MOU between the County and KCFFU as identified in Exhibit B to this Resolution.

3. Effective July 18, 2020, the County of Kern adopts changes to the wages, hours, and terms and conditions of employment contained in Article XVII of the MOU between the County and KCFFU as identified in Exhibit C to this Resolution.

4. Effective July 18, 2020, the County of Kern adopts changes to the wages, hours, and terms and conditions of employment contained in Article XVIII of the MOU between the County and KCFFU as identified in Exhibit D to this Resolution.

5. The Chief Human Resources Officer and Auditor-Controller-County Clerk shall implement the terms of this Resolution effective upon its adoption.

6. The Clerk of the Board of Supervisors shall send copies of this Resolution to:

- (a) Chief Administrative Officer
- (b) Chief Human Resources Officer
- (c) Fire Chief and Director of Emergency Services
- (d) Auditor-Controller-County Clerk
- (e) Kern County Fire Fighters Union

COPIES FURNISHED

See above

7/8/2020

T. Shipes

Kern County/KCFFU
MOU Negotiations 2018-2020

Revised County Last, Best, and Final Offer

Tendered to KCFFU on January 15, 2020

Article IX

FAIR LABOR STANDARDS ACT (FLSA):

A. Battalion Chiefs are considered nonexempt employees for the purpose of implementing the provisions of the ~~Fair Labor Standards Act~~ FLSA.

~~———— 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. The County adopts the 207 (k) exemption under the FLSA for all employees covered by this MOU. All employees covered by this MOU will be subject to an 18-day work period and shall be eligible for overtime compensation for all hours worked after 136 hours worked during that period.~~

~~C. Hours worked shall not include any non-productive paid time off, including paid vacation days, paid sick leave, paid compensatory time-off, or paid on duty holiday days. Hours worked shall still include paid military leave and jury duty.~~

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

Tentative Agreement Date: _____

For County

For KCFFU

Kern County/KCFFU
MOU Negotiations 2018-2020

Revised County Last, Best, and Final Offer

Tendered to KCFFU on January 15, 2020

Article X

SALARIES:

- A. Pursuant to Article XXI of this MOU, the compensation for the possession of a Fire Science Certificate is 12%. Said positions are those with the "C" designation in the salary schedule.
- B. ~~Employees having a 40-hour administrative staff assignment shall receive a special assignment pay equivalent to 5% of the employee's base salary. 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.~~
- C. 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.
- ~~DD.~~ A 6th Step (F-step) was added to the evaluation and salary range system for all represented positions on July 7, 2007, as provided in Resolution 2007-110. ~~SALARY CHART: The following chart depicts the current salary ranges for employees covered by this MOU. Effective with the beginning of the first pay period following the adoption of this MOU, the salary ranges of the employees covered by this MOU are:~~
- ~~E. Effective with the first day of the first pay period following one year after commencement of the health benefits contributions as provided for in Article XVI Section 1. A, the base salary for all represented classes will increase by approximately 2% (.4 salary ranges).~~

~~SALARY CHART: The following chart depicts the salary ranges inclusive of the 2% for employees covered by this MOU:~~

Item No.	Classification	<u>Range</u>
4640	Firefighter Apprentice	\$1,542.33/bw
4639	Firefighter	59.4
~~4637~~	~~Firefighter – A (Admin)~~	~~60.4~~
4638	Firefighter – C	61.8
~~4636~~	~~Firefighter – C – A (Admin)~~	~~62.8~~
4595	Fire Engineer	61.7
4594	Fire Engineer – C	64.1

Exhibit B

~~4593~~	~~Fire Engineer — A~~	~~62.7~~
~~4592~~	~~Fire Engineer — C — A (Admin)~~	~~65.1~~
4620	Fire Heavy Equipment Specialist I	61.7
4619	Fire Heavy Equipment Specialist I-C	64.1
4618	Fire Heavy Equipment Specialist II	64.1
4617	Fire Heavy Equipment Specialist II-C	66.5
4552	Supervising Fire Heavy Equip Specialist	67.6
~~4551~~	~~Supervising Fire Heavy Equip Specialist-A~~	~~68.6~~
4550	Supervising Fire Heavy Equip Specialist-C	70.0
~~4549~~	~~Supervising Fire Heavy Equip Specialist-C-A~~	~~71.0~~
4590	Fire Captain	64.1
4589	Fire Captain — C	66.5
~~4588~~	~~Fire Captain — A (Admin)~~	~~65.1~~
~~4587~~	~~Fire Captain — C — A — (Admin)~~	~~67.5~~
4476	Fire Aircraft Pilot	67.5
4580	Fire Battalion Chief	67.6
4579	Fire Battalion Chief — C	70.0
~~4578~~	~~Fire Battalion Chief — A (Admin)~~	~~68.6~~
~~4577~~	~~Fire Battalion Chief — C — A (Admin)~~	~~71.0~~

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

Tentative Agreement Date: _____

Exhibit B

For County

For KCFFU

Kern County/KCFFU
MOU Negotiations 2018-2020

Revised County Last, Best, and Final Offer

Tendered to KCFFU on January 15, 2020

Article XVII

WORK CYCLE, SHIFTS, AND SCHEDULES:

A. Work Cycle

In accordance with the provisions of the ~~Fair Labor Standards Act~~FLSA, the work ~~eyele~~
~~period~~ consists of ~~twenty-eight (28)~~ 18 consecutive days coinciding with each employee's
regular work schedule.

~~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.

B. Management Authority

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

C. 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.

Tentative Agreement Date: _____

For County

For KCFFU

Kern County/KCFFU
MOU Negotiations 2018-2020

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Article XVIII (Sections 1-5 only)

OVERTIME, CALL BACK PAY and AVAILABILITY PAY:

Section 1. ~~56-Hour Safety Section Emergency Overtime~~Overtime Compensation

~~A. All employees covered by this MOU shall be paid overtime compensation for all actual hours worked that are eligible for overtime compensation. Overtime compensation shall be one and one-half time each employee's regular rate of pay as defined under the FLSA.~~

~~B. 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.

~~Section 2. Call Back Pay~~

~~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 receive a minimum of two hours worked during each call back.~~

~~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.~~

~~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.~~

~~C. Fourth of July Taskforce Overtime~~

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

~~Section 4. Out of County Assignments~~

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

~~Section 53. Availability Pay~~

~~It is agreed by the parties that c~~Certain Fire Department safety employees who are assigned to 40-hour Administrative positions and who are specifically designated by the Fire Chief, are frequently required to respond to emergency or urgent situations during off-duty hours. Such employees shall be required to wear a ~~pager, beeper or other~~ communications device to ensure their availability. The Fire Department shall not impose conditions, in addition to those listed herein, which so restrict the employee that the employee is on "standby, unless the employee is placed on standby by the department head. These employees will be compensated for their continued availability as follows:

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

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

Exhibit D

- _____ b. The rotational period for lists will normally be no longer than a seven-day period. However, when necessary, a supervisor may deviate from this practice in order to accommodate the scheduling of paid leave.
- c. The employee (or team of employees) not at the top of the list are not required to be available for call-out, but may be called-out if circumstances warrant the response of additional personnel.
2. As compensation for being available as described above, the Administrative employees, assigned by the Fire Chief to be on the rotational shall receive a flat rate special allowance in an amount equal to 2.5% of their individual base salary.

Tentative Agreement Date: _____

For County

For KCFFU