

**AMENDMENT NO. 3 TO THE
MEMORANDUM OF UNDERSTANDING
BETWEEN THE COUNTY OF KERN
AND
KERN COUNTY FIREFIGHTERS UNION, IAAF LOCAL 1301
FOR BARGAINING UNITS F, 7**

Kern County

Agt. # 1042-2025

This Amendment No. 3 (“**Amendment No. 3**”) to the Memorandum of Understanding between the County of Kern and Kern County Firefighters Union for Bargaining Units F and 7, is made and entered into on December 16, 2025, (“**Effective Date**”) between the COUNTY OF KERN (“County”), a political subdivision of the State of California, and Kern County Firefighters Union (“KCFFU”), after having met and conferred in good faith;

WITNESSETH:

WHEREAS, County and KCFFU entered into a Memorandum of Understanding (Kern County Agt. No. 545-2023 (“**MOU**”) effective from September 26, 2023, through June 30, 2026; and

WHEREAS, Amendment No. 1, to the MOU (Agt. No. 284-2024), was approved on April 9, 2024, and amended Article X, subsection 3 of the MOU; and;

WHEREAS, Amendment No. 2, to the MOU, (Agt. No. 285-2024), was approved on June 4, 2024, and amended Article X, subsection E.1 of the MOU; and;

WHEREAS, in accordance with the MOU, representatives of County and KCFFU have met and conferred in good faith regarding the former employees of California City (“the city”) who will become employees of the Kern County Fire Department (hereafter “former California City employees”), and jointly propose the following changes to the current MOU in order to govern the seniority, wages, and benefits of the former California City employees.


NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. Former California City employees will be placed in the equivalent classification and step within the Kern County Position and Salary Schedule.
2. Former California City employees shall be subject to a probationary period in accordance with Kern County Ordinance Code Section 3.04.060.J. 12 months for Firefighters, 6 months for Engineers and Captains.
3. For all internal Fire Department policies and procedures, the County seniority date shall be determined by the city hire date. Promotional seniority date shall be determined by the city promotion date.
4. Upon transfer to the County, former California City employees will receive bid rights and have first right of refusal for Station 19 assignments and shifts, subject to Fire Department bid policy.
5. Fire Chief shall evaluate employee’s education and experience in determining eligibility for certified classification for former California City employees covered in this Amendment No. 3.

- Former California City employees granted certification pay shall have 36 months to meet certification requirements in Kern County Fire Administrative Policy 103.4 Failure to meet requirements will result in removal from certified classification.
6. In determining the accrual rates for vacation and sick leave, the former California City employee's seniority date with the city shall count as service for the County.
 7. The 30-day wait period to enroll in health benefits shall be waived. Former California City employees may enroll in benefits upon the termination of city benefits with no lapse in coverage.
 8. Former California City employees are exempt from enrollment in the Retiree Health Premium Supplement Program.
 9. Former California City employees may roll over a maximum of 144 hours of vacation and sick leave each. All payouts of hours above this threshold will be paid out by the city in accordance with city policy.
 10. In applying the layoff rules (Kern County Civil Service Rule 1400), the former California City employee's service date for the city shall county as County service.
 11. All former California City employees eligible for membership in the County retirement plan administered by the Kern County Employees' Retirement Association (KCERA) shall be obligated to pay employee contributions described in the MOU. The hire date at the City for each former California City employee shall govern whether the former California City employee is considered a "current employee" or a "new employee" under the MOU, provided the former California City employee establishes reciprocity with KCERA. The hire date for former California City employees who are not eligible for reciprocity will be their hire date with the County.
 12. Former California City employees who successfully establish reciprocity with KCERA will be eligible for and subject to the Reciprocal Benefits provisions of Article 15 of the California Employees' Retirement Law of 1937 (the "CERL"). If reciprocity is established, nothing in this Amendment No. 3 shall entitle any former California City employee to receive a retirement benefit from KCERA other than as allowed for reciprocal members under Article 15 of the CERL.
 13. The terms of this Amendment No. 3 will only apply to former California City employees of the city, hired by the County, from the city whose fire protection duties were assumed by the County by an agreement approved by the Board of Supervisors on or after December 16, 2025. In no event shall this Amendment No. 3 apply to a former city employee who becomes a County employee, as described herein, on or after XXXX.


IN WITNESS TO WHICH, each party to this Amendment No. 3 to the current MOU has signed on the date indicated, and agrees for itself, its membership, its employees, officers, partners and successors, to be fully bound by all terms and conditions of this Amendment No. 3.

KCFFU:




Jesse Waldowski
President, KCFFU

COUNTY OF KERN:




Leticia Perez, Chairperson
Board of Supervisors



Tracey Eldridge
Chief Human Resources Officer



Aaron Duncan
Kern County Fire Chief



Approved as to Form
County Counsel