AMENDMENT NO. 1 TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF KERN AND

Kern County

Agt. #195-2023

KERN LAW ENFORCEMENT ASSOCIATION FOR BARGAINING UNITS L AND 8

This Amendment No. 1 to the Agreement	nt between the County of Kern and Ke	ern Law Enforcement Association
This Amendment No. 1 to the Agreement for Bargaining Units L and 8 entered	APR 1 8 2023	, between the COUNTY OF
KERN (hereafter "County"), a politica	l subdivision of the State of Californ	nia, and Kern Law Enforcement
Association (hereafter "KLEA"), after ha	wing met and conferred in good faith:	

WITNESSETH:

WHEREAS, the County and KLEA entered into a Memorandum of Understanding (Kern County Agt. 687-2021) (hereafter "MOU") effective from November 9, 2021 through June 30, 2024; and

WHEREAS, the MOU provides for a reopener to negotiate an additional cost of living adjustment to take effect July 1, 2023; and

WHEREAS, County and KLEA met and conferred in good faith over the reopener for an additional cost of living adjustment in 2023 to address increases in the cost of living affecting KLEA members;

WHEREAS, in accordance with the Agreement, representatives of County and KLEA jointly propose the following changes to the current Agreement.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

- 1. The parties agree that Article III, Section 1, Subdivision C.2 shall be replaced with:
 - Section 1. Salary Adjustments
 - C. Additional COLAs
 - 2. Employees covered by this MOU shall receive an additional COLA of four percent (4.0%) of their base salary, which is represented by an adjustment in salary range of 0.8 for each covered classification. This additional COLA shall take effect the pay period beginning July 1, 2023.
- 2. The parties agree that Article III, Section 3 of the MOU shall be deleted and replaced in its entirety with the following:

Section 3. Recruitment and Retention Bonus

- A. The County will provide all employees hired on or after November 9, 2021 in a permanent capacity as a Deputy Sheriff with the Sheriff's Office a \$15,000 non-pensionable recruitment and retention bonus. The bonus shall be payable in full upon appointment by the Sheriff-Coroner-Public Administrator subject to completion of a five-year term of service as a Deputy Sheriff rank or higher, including in any continuing capacity as a sworn peace officer with the County of Kern.
- B. Appointees who do not complete the agreed upon term of service shall be subject to repayment of the bonus with the following amortization schedule:
 - 1. Less than one year of service \$15,000

- 2. Less than two years of service \$12,000
- 3. Less than three years of service \$9,000
- 4. Less than four years of service \$6,000
- 5. Less than five years of service \$3,000
- C. Appointees shall acknowledge in writing the terms and conditions required for the bonus prior to receipt of payment.
- 3. Except as amended herein, each and every term of the Agreement shall remain in full force and effect.

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KLEA:

Tim Caughton, President, KLEA

COUNTY OF KERN:

Chairman, Board of Supervisors

evin W. Brown

Chief Human Resources Officer

Approved as to Form County Counsel