Side Letter Agreement Between the County of Kern and

Kern County Agt. #_ <u>083-2015</u>

Kern County Sheriff's Command Association III

This Side Letter Agreement ("Agreement"), entered on _____FEB 1 2025 between COUNTY OF KERN (hereafter "County"), a political subdivision of the State of California, and Kern County Sheriff's Command Association III (hereafter "KCSCA III"), (hereafter collectively referred to as "the Parties") after having met and conferred in good faith, mutually agree to the following:

- 1. The Parties have previously agreed to and executed the County and KCSCA III Memorandum of Understanding ("MOU") Agreement #449-2023 dated July 25, 2023, that covers terms and conditions of employment for represented employees.
- 2. The Parties agree to include this Side Letter Agreement to modify Article VIII Compensation, Section 4, POST Management Certificate Pay:

Section 4. POST Certificate Pay

- A. All covered employees within this bargaining unit who have successfully achieved the POST Management Certificate shall be eligible for a special allowance pay equivalent to 5% of the employee's biweekly base salary. An employee shall be entitled to the special allowance pay once the employee has met the established educational and length of service requirements and the department has approved and submitted the application to the State POST Commission for processing.
- B. All Chief Deputy Sheriffs within this bargaining unit who have successfully achieved the POST Supervisory Certificate shall be eligible for a special allowance pay equivalent to 5% of the employee's bi-weekly base salary. An employee shall be entitled to the special allowance pay once the employee has met the established educational and length of service requirements and the department has approved and submitted the application to the State P.O.S.T. Commission for processing.
- 3. Except as specifically provided herein, all provisions, terms, and conditions in the current or successor MOU between County and KCSCA III, as amended, shall remain in full force and effect. If, however, any specific provision, term, or condition contained herein is in direct conflict with any provision, term, or condition of the current or successor MOU, the specific provision of this Agreement shall control.
- 4. No provision, term, or condition of this Agreement shall be modified, waived, changed, breached, or terminated without written mutual agreement of the Parties.

KCSCA III:

Joshua Nicholson

President

COUNTY OF KERN:

Leticia Perez

Chairperson, Board of Supervisors

Tracey A. Eldridge

Chief Human Resources Officer

Larry McCurtain Undersheriff

Approved as to Form Kate Zimmermann

Deputy County Counsel