Kern County Agt. # 351 - 2024

## Side Letter Agreement No. 3 Between the County of Kern and

## Service Employees' International Union, Local 521

This Side Letter Agreement ("Agreement"), entered on JUN 1 3 2024 between COUNTY OF KERN (hereafter "County"), a political subdivision of the State of California, and SERVICE EMPLOYEES' INTERNATIONAL UNION, LOCAL 521 (hereafter "SEIU"), (hereafter collectively referred to as "the Parties") after having met and conferred in good faith, mutually agree to changes in terms and conditions of employment as follows:

- 1. The Parties have previously agreed to and executed the County and SEIU Memorandum of Understanding (MOU) (Agreement #764-2021 dated December 14, 2021) that covers terms and conditions of employment for represented employees.
- 2. To amend the Collective Bargaining Agreement to provide employees of the Department of Public Health a retention bonus based on years of continuous service which recognizes longevity of the affected employees.
- 3. The parties agree to the following retention bonus schedule:
  - a. Effective on the date of approval and execution of this agreement by the Board of Supervisors employees of the Department of Public Health will receive a retention bonus that will be paid in two installments. The first installment will be in the pay period following approval by the Board. The second installment will be in November 2024.
  - b. Only employees on active payroll at the time of adoption will qualify for the retention bonus.
  - c. Employees are required to be on active payroll to receive each installment.
  - d. The bonus is considered non-pensionable compensation.
- 4. The retention bonus structure is as follows:
  - a. Employees with 0-1 year of continuous service will receive \$500, i.e., two installments of \$250.
  - b. Employees with 1-5 years of continuous service will receive \$1000, i.e., two installments of \$500.
  - c. Employees with 5+ years of continuous service will receive \$1500, i.e., two installments of \$750.
  - d. The amount of the stipend is based on the affected employee's years of service at time of adoption of this agreement by the Board of Supervisors.

5. All of the terms and provisions of this Agreement shall remain in full force and effect for the duration of the current Collective Bargaining Agreement. Additionally, none of the terms or provisions of this agreement shall, in any manner whatsoever, be modified, waived, changes, breached, or terminated without mutual agreement of the Parties.

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## SERVICE EMPLOYEES' INTERNATIONAL UNION, LOCAL 521:

Regional Director, SEIU, Local 521

President, SEIU, Local 521

COUNTY OF KERN:

Chairman, Board of Supervisors

Elsa Martinez

Interim County Administrative Officer

Inacy A. Eldridge Chief Human Resources Officer

Approved as to Form

County Counsel