

**AMENDMENT NO. 3 TO THE
MEMORANDUM OF UNDERSTANDING
BETWEEN THE COUNTY OF KERN
AND
SERVICE EMPLOYEES' INTERNATIONAL UNION LOCAL 521
FOR BARGAINING UNITS 1 THROUGH 6**

Kern County

Agt. # 101-2023

This Amendment No. 3 to the Agreement between the County of Kern and Service Employees' International Union Local 521 for Bargaining Units 1 through 6, entered into this MAR 28 2023, between the COUNTY OF KERN (hereafter "County"), a political subdivision of the State of California, and Service Employees' International Union, Local 521 (hereafter "SEIU"), after having met and conferred in good faith:

WITNESSETH:

WHEREAS, the County and SEIU entered into a Memorandum of Understanding (Kern County Agt. 764-2021) (hereafter "MOU") effective from December 14, 2021 through June 30, 2024; and

WHEREAS, the County and SEIU amended the MOU on December 6, 2022 to provide the Fire Dispatcher classification series Dispatcher Training Officer Pay and include Sheriff's Community Service Technicians with a uniform allowance; and

WHEREAS, the County and SEIU amended the MOU on February 14, 2023 to provide the Deputy Coroner classification Deputy Coroner Training Officer Pay; and

WHEREAS, the MOU includes a provision whereby the parties agree to meet and confer on classification and compensation for certain represented classifications such as Behavioral Health Nurses; and

WHEREAS, the County and SEIU conferred over adding the additional classifications of Behavioral Health Recovery Specialist I/II/III, Substance Use Disorder Specialist I/II, Behavioral Health Recovery Specialist Aide, and Behavioral Health Unit Supervisor I/II to Article V, Section 21, Subsection A, Behavioral Health Special Assignment Pay; and

WHEREAS, in accordance with the Agreement, representatives of County and SEIU have met and conferred in good faith and jointly propose the following changes to the current Agreement.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. The parties agree that Article V, Section 21, Subsection A of the MOU is hereby amended as follows:

Section 21. Behavioral Health Special Assignment Pay

- A. Employees in the classifications of Clinical Supervisor, Vocational Nurse I/II, Behavioral Health Recovery Specialist I/II/III, Substance Use Disorder Specialist I/II, Behavioral Health Recovery Specialist Aide, Behavioral Health Unit Supervisor I/II, and Behavioral Health Nurse I/II/III assigned to the Psychiatric Evaluation Center (PEC) Team shall receive a PEC Subacute Nurse special assignment pay equivalent to 10% of their regular biweekly base salary. PEC Subacute Nurse Pay shall only be paid to employees during the period the employee is an active nurse on the PEC Team and shall stop upon removal from the applicable team and/or change of subacute duties. Employees eligible for PEC Subacute Nurse Pay will be designated by the Director of the Behavioral Health and Recovery Services or their designee.

2. The parties agree that this Amendment No. 3 shall be effective as of March 14, 2023.
3. Except as expressly amended herein, all terms and conditions of the Agreement shall remain in force and effect.

The remainder of this page is intentionally left blank

SEIU, LOCAL 521:

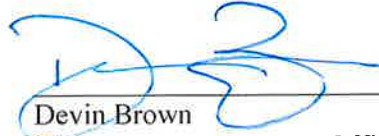


Yvonne Davila
Regional Director, SEIU, Local 521

COUNTY OF KERN:



Chairman, Board of Supervisors



Devin Brown
Chief Human Resources Officer



Approved as to Form
County Counsel