

**AMENDMENT NO. 2 TO THE
MEMORANDUM OF UNDERSTANDING
BETWEEN THE COUNTY OF KERN
AND
KERN COUNTY SHERIFF'S COMMAND ASSOCIATION II
FOR BARGAINING UNIT W**

Kern County

Agt. # 155-2024

This Amendment No. 2 to the Agreement between the County of Kern and Kern County Sheriff's Command Association II for Bargaining Unit W, entered into April 9, 2024, between the COUNTY OF KERN (hereafter "County"), a political subdivision of the State of California, and Kern County Sheriff's Command Association II hereafter "KCSCA II"), after having met and conferred in good faith:

WITNESSETH:

WHEREAS, the County and KCSCA II entered into a Memorandum of Understanding (Kern County Agt. 448-2023 (hereafter "MOU") effective from July 25, 2023, through June 30, 2026; and

WHEREAS, County and KCSCA II 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 KCSCA II members;

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

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. The parties agree that the MOU include the following Article:

Article XII – Recovery of Overpayments or Correction of Underpayment of Wages or Employee Benefits:

- A. If, as a result of an administrative error, any employee of the County receives payment of monies or receives benefits in excess of that legally due, the employee can elect, solely in their discretion, to use one or more of the following methods to reimburse the County by signing a "Request for Correction of Payroll Error" at the department level:
1. Repayment in cash, net of taxes, in full or by a fixed installment plan agreed to by the employee and the Auditor-Controller-County Clerk after the employee is provided documentation of the error, notice, and the opportunity to object.
 2. Repayment in full, deducted from the next payroll warrant issued to the employee is provided documentation of the error, notice, and the opportunity to object. This opinion will only be used by the Auditor-Controller-County Clerk, with due consideration of the amount to be deducted and the amount of disposable earnings available to the employee.
 3. Repayment by the reduction of accumulated vacation hours and/or compensatory time off hours by the number of hours calculated to produce a dollar amount, net after taxes, to repay the County after the employee is provided documentation of the error, notice, and the opportunity to object.
 4. Repayment by fixed installment deductions from sequential payroll warrants after the employee is provided documentation of the error, notice, and the opportunity to object. The number and amount of installments will be determined by the Auditor-Controller-County Clerk, with due consideration of the amount of the overpayment and the amount of disposable earnings available to the

employee.

5. Any combination of the above as found mutually agreeable to the employee and the Auditor-Controller-County Clerk.
- B. If, as a result of an administrative error, any employee of the County receives payment of monies or receives benefits less than that legally due, the County will reimburse the employee by one or more of the following methods:
1. An employee who is underpaid on a payroll warrant will receive a corrected payment in the next available payroll cycle; or
 2. In the event an employee is underpaid a substantial portion of monies or benefits legally due on a payroll warrant, the Auditor-Controller-County Clerk may issue a salary advance.
2. Except as amended herein, each and every term of the Agreement shall remain in full force and effect.

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KCSCA II:

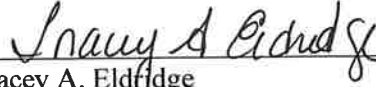


Josh Nicholson,
President, KCSCA II

COUNTY OF KERN:



Chairman, Board of Supervisors



Tracey A. Eldridge
Chief Human Resources Officer



Approved as to Form
County Counsel