

SIDE LETTER
COUNTY of SONOMA
AND
SERVICE EMPLOYEES' INTERNATIONAL UNION (SEIU)

May 14, 2014

The County of Sonoma (County) and SEIU (Union) have agreed to the following changes to the Memorandum of Understanding (MOU) section 14.3.1 allowing increased flexibility for the scheduling of a holiday benefit when a holiday falls on an employee's regular day off.

This agreement will be effective upon Board adoption, through the term of the 2013 – 2015 MOU between the parties.

The Union and the County agree to the following language:

14.3 Holidays – Compensation For

14.3.1 Holidays – Compensation – Full-Time – Employees Not Scheduled To Work

A full-time employee, whose assigned work schedule does not include either the date-specific holiday or the observed holiday shall observe the holiday (and not work) on one or more of the employee's regularly scheduled work days during the same pay period as the County observed holiday, or during the pay period immediately preceding or following the same pay period as the County observed holiday. This time off can be taken in increments of one hour or more up to the total holiday benefit of 8 hours per holiday, at the employee's request with the supervisor's approval. Upon completion of the six week holiday benefit usage period, the ACTTC Payroll division will audit Holiday benefit taken to determine if additional compensation is due to the employee in accordance with Section 14.3.2. All other full-time employees whose regular assigned work schedule includes the date-specific holiday or the observed holiday shall receive their regular 8 hours pay at their base hourly rate of pay. This paid holiday benefit shall be reduced proportionally by any unpaid time in the pay period in which the holiday falls.

This Side Letter sets forth the full and entire understanding of the parties regarding the matters set forth herein. Any other prior or existing understanding or agreements by the parties whether formal or informal regarding any such matters are hereby superseded or terminated in their entirety.

The Union agrees that the County has met its obligation to meet and confer on the contents of this Side Letter.

No agreement, understanding, variation, waiver or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless

made and executed in writing by the parties hereto and, if required, approved and implemented by the County's Board of Supervisors.

Nothing in this Side Letter shall be construed to limit, remove, expand or in anyway alter the existing or future jurisdiction or authority of the Civil Service Commission as provided in Sonoma County Ordinance No. 305-A as amended or as provided in the rules adopted in accordance with said ordinance.

The waiver of any breach, term or condition of this Side Letter by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

COUNTY OF SONOMA

SEIU

/s/ Carol Allen
Carol Allen

/s/ Tim Tuscany
Tim Tuscany

/s/ Jason Klumb
Jason Klumb

DATE: June 14, 2014

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