

**COUNTY OF FRESNO
SIDE LETTER AGREEMENT
SEIU - LOCAL 521
UNITS 3, 4, 12, 22 & 36
ALTERNATIVE WORK SCHEDULES**

The County of Fresno and SEIU - Local 521 - Units 3, 4, 12, 22 & 36 agree to the following terms and conditions as it pertains to Alternative Work Schedules for employees represented by SEIU - Local 521 - Units 3, 4, 12, 22 & 36.

Management shall have the sole discretion to determine the suitability of Alternative Work Schedules (AWS) for each employee.

1. Alternative Work Schedules (AWS) shall consist of 4/10s, 9/80s or 4/9/4s, as defined in the Alternative Work Schedule Program.
2. Each department requesting any of the aforementioned AWS options suitable for their operational needs shall submit an Alternative Work Schedule Department Request Form to the County Administrative Officer with the specifics of the schedules to be offered in their department.
3. Once a Department Request Form is approved, eligible employees in that department may request to work an Alternative Work Schedule from the options offered by the department. The employee will complete and submit the Employee Request Form for the available work schedule desired.
4. When an Employee Request Form is approved, an Employee Agreement shall be created defining the specifics of the employee's schedule. This agreement shall be signed by the department and the employee.
5. Alternative Work Schedules shall be governed by the Alternative Work Schedule Program, the applicable Memorandum of Understanding and the individual Employee Agreement.
6. County overtime for eligible employees shall only be paid for authorized work performed in excess of the agreed upon alternative work schedule hours as defined in the individual Alternative Work Schedule Employee Agreement.

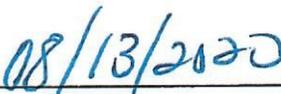
7. Management reserves the right to discontinue this AWS at any time. A two (2) week notice, if possible, shall be given to the affected employees. Such discontinuance shall not be appealable or grievable.
8. Management reserves the right to temporarily discontinue AWS for operational needs as outlined in the Alternative Work Schedule Program (e.g. mandatory training, conferences, jury duty). A two (2) week notice, if possible, shall be given to the affected employees. Such discontinuance shall not be appealable or grievable.
9. This agreement shall become effective upon execution of this document.



County of Fresno



SEIU - Local 521
Units 3, 4, 12, 22 & 36



Date