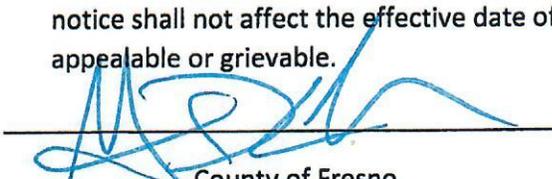


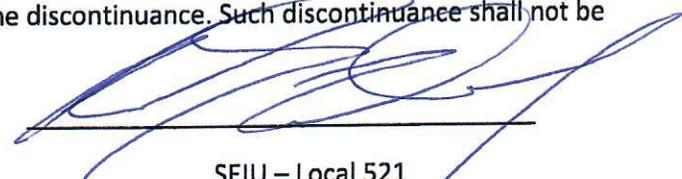
County of Fresno  
Side Letter Agreement  
SEIU – Local 521 – Units 3, 4, 12, 22 & 36  
Flexible Schedule Accommodations for  
Mitigation of Distance Learning Impacts

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 Flexible Schedule Accommodations for employees represented by the SEIU Local 521 – Units 3, 4, 12, 22 & 36. The parties understand that this agreement is not intended to modify existing terms of the MOU unless delineated below.

Management shall have the sole discretion to determine the suitability of Flexible Schedule Accommodations for each employee.

1. Eligibility to participate in the Flexible Schedule Accommodations is determined by the department, based on distance learning impacts, including, but not limited to, an employee's inability to work their traditional work schedule because they are required and/or opt in to distance learning for their child/children due to safety concerns.
2. County Overtime – there shall be no County overtime paid which results from an employee working a voluntary modified schedule. This includes any hours worked over 8 in the day, as defined in the MOU. If an employee is directed by their supervisor/manager to work overtime, and it is not as a result of the employee's voluntary modified schedule, the employee will be compensated for the overtime hours worked in accordance with the MOU.
3. Shift Premium – no shift premium shall be paid as a result of an employee's voluntary modified work schedule. If hours worked as a result of an employee's voluntary modified schedule would otherwise trigger shift premium hours as defined in the MOU, the employees will not be compensated for shift premium for these hours.
4. Eighth Day Double Time – there shall be no double time compensation paid which results from an employee's voluntary modified schedule. This includes any hours worked on the eighth consecutive day as a result of the voluntary modified schedule.
5. If an employee is working on an approved Alternative Work Schedule Agreement, they will also be governed by the terms and conditions set forth in the Alternative Work Schedule Agreement.
6. If the employee is teleworking, they will also be governed by the terms and conditions set forth in the Emergency Telework Agreement, as well as any expectations already set in place by the employee's supervisor/manager.
7. The employee's participation in a temporary, modified voluntary work schedule is at the sole discretion of the County. This arrangement is subject to ongoing review and may be terminated at any time based on performance concerns or operational needs.
8. Denial or removal of participation in this temporary, modified voluntary work schedule is not appealable or grievable.
9. Management reserves the right to discontinue this voluntary, modified schedule at any time. A two week notice, if possible, shall be given to the affected employee(s), but the failure to give such notice shall not affect the effective date of the discontinuance. Such discontinuance shall not be appealable or grievable.

  
County of Fresno

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

8/13/2020  
Date