

**Side Letter Agreement
Between the County of Kern
and
Service Employees' International Union, Local 521**

This Side Letter Agreement (“Agreement”), entered on _____ between COUNTY OF KERN (hereafter “County”), a political subdivision of the State of California, and SERVICE EMPLOYEES’ INTERNATIONAL UNION, LOCAL 521 (hereafter “SEIU”), (hereafter collectively referred to as “the Parties”) after having met and conferred in good faith, mutually agree to changes to the as follows:

1. The Parties have previously agreed to and executed the County and SEIU Memorandum of Understanding (“MOU”) (Agreement #767-2017, dated December 19, 2017) that covers terms and conditions of employment for represented employees.
2. The Parties continue to bargain in good faith for a successor agreement but will likely not have such agreement ratified by the principles before December 28, 2020 (beginning of Winter Recess 2020).
3. Due to the ongoing COVID-19 pandemic, the Parties agree it is in the best interest of the public and the employees of the County to substantially limit the number of employees working between December 24, 2020 and January 1, 2021.
4. The Parties separately agree by this Side Letter Agreement to continue with the employee benefit of paid leave time during the Winter Recess for 2020 only as follows:
 - a. The County establishes Winter Recess as the three weekdays between the Christmas and New Year’s holidays identified in Section 5 of the MOU. During the Winter Recess the County shall close operations to the public.
 - b. County departments may be limited from closing in their entirety during the Winter Recess. The determination for closure shall be made by each respective department head and may be subject to final approval by the Board of Supervisors. Notwithstanding, department heads and/or their designees will make all reasonable efforts to permit staff to observe the Winter Recess as paid time off.
 - c. If an employee is unable to observe Winter Recess in its entirety, they will be credited with paid time off in an amount equivalent to the hours actually worked during Winter Recess. Any credited alternate paid time off will be made available to use during each successive calendar year and may be taken in the same manner as accrued vacation. Any unused alternate paid time off shall be forfeited as of December 31, 2021.
 - d. Employees covered by this Agreement must be in a paid status (i.e., not on an unpaid leave of absence, etc.) prior to December 23, 2020 to be eligible for Winter Recess under this Side Letter Agreement.
 - e. No payment for unused Winter Recess hours shall be permitted. Winter Recess hours are not counted as hours worked for determining overtime or CTO eligibility.

f. This Side Letter Agreement shall only be effective for the Winter Recess dates in 2020.

5. This Agreement shall be effective on the date of approval and execution by the Board of Supervisors.
6. Except as specifically provided herein, all provisions, terms, and conditions in the current or successor MOU between County and SEIU, as amended, shall remain in full force and effect. If, however, any specific provision, term, or condition contained herein is in direct conflict with any provision, term, or condition of the current or successor MOU, the specific provision of this Agreement shall control.
7. No provision, term, or condition of this Agreement shall be modified, waived, changed, breached, or terminated without written mutual agreement of the Parties.

**SERVICE EMPLOYEES'
INTERNATIONAL UNION, LOCAL 521:**



Teneya Johnson, Field Director



SEIU Local 521 Member Veronica Vasquez

COUNTY OF KERN:

Chair, Board of Supervisors

Devin Brown
Chief Human Resources Officer

Approved as to Form
County Counsel