

Side Letter of Agreement

“Behavioral Health Crisis Response Overtime for FLSA Exempt Employees”

I. Parties

The Parties to this Side Letter of Agreement (herein after “Side Letter”) are the County of Amador (hereinafter referred to as the “County”) and Service Employees International Union, Local 1021 (hereinafter referred to as the “Union”).

II. Background

The Parties are the signatories to a Memorandum of Understanding (hereinafter referred to as the “MOU”) setting forth terms and conditions of employment for certain County employees within what is commonly referred to as the “General Employee Unit” (hereinafter referred to as the “General Unit”). The terms set forth below amend the existing 2021-2024 MOU. The Parties agree as follows:

III. MOU Amendment

A. For Purposes of the MOU amendments set forth below, language that is overstruck (e.g. ~~overstruck~~) will be omitted from the MOU. Language that is *italicized* and **boldfaced** will be added to the MOU as indicated. Appendix B-1, attached hereto and referred to below, will be an addendum to the existing Appendix B. The existing MOU will, in all other respects, remain in effect without change through the new term specified below.

B. Section 27 Professional Employees, Sub-Section 27.2 shall be modified as follows:

27.2. Professional employees as outlined herein shall not be subject to Section 23 (Hours of Work) as outlined by this Agreement as it relates to overtime and compensatory time off (CTO). These employees are exempt from overtime requirements as outlined by the Fair Labor Standards Act (FLSA). Instead, Professional employees shall work a flexible schedule to be determined in consultation with their Agency/Department Head, or his/her designee. *Except in instances where Behavioral Health FLSA exempt staff are assigned or directed by their supervisor to provide crisis services outside of their regularly scheduled work hours.*

The foregoing notwithstanding, Behavioral Health Therapists shall receive overtime pursuant to Sections 23.17 and 23.18 only.

IV. General Provisions

A. This Side Letter will take effect immediately, upon execution by the Union and adoption by the County Board of Supervisors.

B. The written terms herein embody the entire Side Letter of Agreement between the Parties.

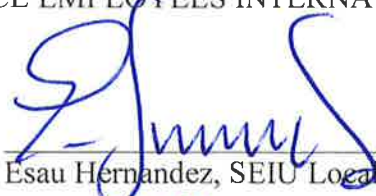
[Signatures on next page]


In witness hereof, this Side Letter of Agreement was ratified and adopted by a vote of the Board of Supervisors on March 14, 2023.

COUNTY OF AMADOR, CALIFORNIA:

By: 
Chairperson, Board of Supervisors

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1021:

By: 
Esau Hernandez, SEIU Local 1021 Field Representative


David Canham, SEIU 1021 Executive Director


SEIU Local 1021 Amador Chapter Member