

Side Letter of Agreement

Extension of Memorandum of Understanding and Wage Adjustments

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 2021-2023 MOU. The Parties agree as follows:

III. MOU Amendments

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 1, sub-section 1.4 of the MOU is hereby amended to read as follows:

1.4. Except as otherwise provided herein, this Agreement shall be binding upon the County and the Union, or its successors, for the period from October 1, 2021 or the date of its ratification and adoption by the Board of Supervisors, whichever is later, through September 30, ~~2023~~**2024**; but for any period subsequent to September 30, ~~2021~~**2024**, all matters within the scope of representation, as defined by California Government Code §3504, or its successors, shall be subject to renegotiation by the County and the Union in accordance with the provisions of this Agreement, and of California Government Code §3500-3510, or its successors.

C. Section 25, sub-section 25.11 of the MOU is hereby amended to read as follows:

25.11. The wage schedule designated as the schedule for October 1, 2021, in the attached Appendix B shall take effect October 1, 2021. It reflects a base wage rate increase of three and one-half percent (3.5%) of the base wage rates in effect on September 30, 2021.

The wage schedule designated as the schedule for October 1, 2022, in the attached Appendix B shall take effect October 1, 2022. It reflects a base wage rate increase of two and one-half percent (2.5%) of the base wage rates in effect on September 30, 2022.

The wage schedule designated as the schedule for January 1, 2023, in the attached Appendix B-1 shall take effect the pay period that includes January 1, 2023. It reflects a base wage rate increase of one and one-half percent (1.5%) of the base wage rates in effect on November 30, 2022.

The wage schedule designated as the schedule for October 1, 2023, in the attached Appendix B-1 shall take effect the pay period that includes October 1, 2023. It reflects a base wage rate increase of four percent (4%) of the base wage rates in effect on August 30, 2023.

D. Section 29, sub-sections 29.1 and 29.2 of the MOU is hereby amended to read as follows:

29.1. Either the Union or the County shall have the right to reopen negotiations on all subjects within the scope of representation by giving written notice to the other party of its election to reopen negotiations not earlier than June 1, ~~2023~~**2024**, and not later than August 1, ~~2023~~**2024**.

29.2. If the Union or the County elects to reopen negotiations in accordance with the above provision, their negotiations shall commence not later than August 10, ~~2023~~**2024**; provided, however, that neither the Union nor the County shall be relieved of its right or obligation to negotiate on all subjects within the scope of representation if their negotiations have not commenced by August 10, ~~2023~~**2024**.

E. Section 30, sub-sections 30.1 of the MOU is hereby amended to read as follows:

30.1. Except as otherwise provided herein, the provisions of this Agreement shall become effective on October 1, 2021 or the date it is adopted by the Board of Supervisors, whichever is later, and shall remain in effect through September 30, ~~2023~~**2024**. Thereafter, the provisions of this Agreement shall remain in effect year by year unless either the County or the Union notifies the other not later than August 1, ~~2021~~**2024** or, in the case of automatic renewal, the applicable August 1, of its request to modify, amend, or terminate this Agreement.

IV. General Provisions

- A. Upon adoption of this Side Letter of Agreement by the County Board of Supervisors, the Parties' respective duty to meet and confer over wage increases, effective October 1, 2023, as provided in the Parties' MOU prior to amendment as set forth above, shall be deemed to have been exhausted and concluded.
- B. This Side Letter will take effect immediately upon adoption by the County Board of Supervisors.

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

In witness hereof, this Side Letter of Agreement was ratified and adopted by a vote of the Board of Supervisors on December 20, 2022.

COUNTY OF AMADOR, CALIFORNIA:

By: Richard M. Forster

Chairperson, Board of Supervisors

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1021:

By: [Signature]
SEIU Local 1021 Executive Director

[Signature]
SEIU Local 1021 Region E Field Director

[Signature]
SEIU Local 1021 Region E Field Representative

[Signature]
SEIU Local 1021 Amador Chapter President