

**APPENDIX K – SIDE LETTER AGREEMENT
CONTRACT HVP HOME BASE CHILD AND FAMILY SUPPORT WORKER**

Contract HVP Home Base Child and Family Support Worker

- (1) **Description.** Contract HVP Home Base Child and Family Support Workers are only eligible for the wages, benefits, and other applicable terms and conditions as provided herein.

The Preschool Services Department shall have the authority and responsibility, independent of the merit system, to do the direct hiring of Contract HVP Home Base Child and Family Support Workers, subject to Board of Supervisors approval. They shall remain in the unclassified service, and as such, the Personnel Rules shall not apply to Contract HVP Home Base Child and Family Support Workers. Additionally, they do not have Civil Service Commission appeal rights as they are at-will and serve at the pleasure of the appointing authority, except as otherwise provided by law.

- (2) **Memorandum of Understanding.** The County and Teamsters agree that the following Articles/Sections of the MOU shall apply to Contract HVP Home Base Child and Family Support Workers, as applicable: Recognition; Access to Personnel Records; Access to Work Locations; County Identification/Access Cards; County Management Rights; Definitions; Direct Deposit; Disaster Service Workers; Employee Rights; Fitness for Duty; Full Understanding; Implementation; Labor-Management Task Force; Meal and Break Periods; Membership Dues Deductions; Non-Discrimination; Obligation to Support; Pay Period; Payroll Deductions; Provisions of Law; Section 125 Premium Conversion Plan; Time and Labor Reports; Use of Bulletin Boards; Use of County Resources; and Work Disruption.
- (3) **Grievance.** The County and Teamsters agree that Contract HVP Home Base Child and Family Support Workers shall be eligible to utilize the Grievance Procedure of the MOU (Except Section 11) to grieve matters governed by Section 2 above (except County Management Rights and Non-Discrimination) and those terms provided in Section 4(i) - 4(x) below. Any dispute which may arise between parties involving the application, meaning, or interpretation of subjects solely governed by the employee's individual employment contract shall not be grievable (e.g., Conflict of Interest, Evidence of Eligibility to Work, etc.).
- (4) **Contract Terms.** The following terms (i) – (x) shall be the minimum standard terms to be included in an individual employment contract with a Contract HVP Home Base Child and Family Support Worker. Should the contract terms between a Contract HVP Home Base Child and Family Support Worker and the County be inconsistent with the terms set forth in (i) – (x) below, the terms set forth in this Section (4)(i) – (4)(x) shall govern. Where there may be an unintended conflict between the applicable terms of the MOU as set forth in Section (2) above and the terms outlined in a Contract HVP Home Base Child and Family Support Workers individual employment contract, the applicable MOU terms set forth in Section (2) shall govern.

(i) **Salary Rate and Advancements.** Contractor shall receive the salary rate as provided in his/her employment contract and any salary increases as provided in his/her employment contract.

The payroll correction for Contract HVP Home Base Child and Family Support Workers shall be effective the pay period following Board approval of this appendix, back to the effective date of July 4, 2020.

(ii) **Overtime.** Contractor shall receive Overtime as provided in his/her employment contract.

(iii) **Bilingual Compensation.** Contractor shall be eligible for Bilingual Compensation as provided in his/her employment contract.

(iv) **Expense Reimbursement.** Contractor shall be eligible to receive Expense Reimbursements as provided in his/her employment contract.

(v) **Leave Provisions.** Contractor shall receive Leave as provided in his/her employment contract.

(vi) **Deferred Compensation.** Contractor shall be eligible to participate in the County Deferred Compensation Plan as provided in his/her employment contract.

(vii) **Medical and Dental Coverage and Premium Subsidies.** Contractor shall participate in the County's or Teamsters Local 1932's medical and dental plans as provided in his/her employment

contract and the MOU, and receive a medical and/or dental subsidy as provided in his/her employment contract.

(xiii) **Project Compensation.** Contractor shall be eligible for Project Compensation as provided in his/her employment contract.

(ix) **Accidental Death and Dismemberment; Dependent Care Assistant Plan; Flexible Spending Account; Retirement Plan; Short Term Disability Insurance; Life Insurance; and Vision Care Insurance.** Contractor shall be eligible for the Accidental Death and Dismemberment, Dependent Care Assistant Plan, Flexible Spending Account, Retirement Plan, Short Term Disability Insurance, Life Insurance, and Vision Care Insurance benefits as provided in his/her employment contract.

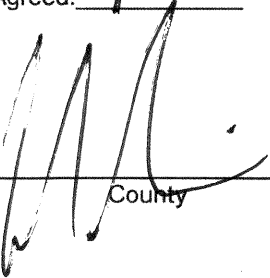
(x) **Hours of Work.** Contractor tour of duty shall be as provided in his/her employment contract.

(5) **Miscellaneous Terms.** Nothing herein is intended to preclude the inclusion of other terms into the employment contract with a Contract HVP Home Base Child and Family Support Worker provided, however, that such additional terms shall not be considered part of the MOU or subject to the Grievance Procedure. Such additional terms may be, but are not limited to, the following: Benefits upon termination, Certification Requirement, Conflict of Interest, Use of County Vehicle, and Evidence of Eligibility to Work.

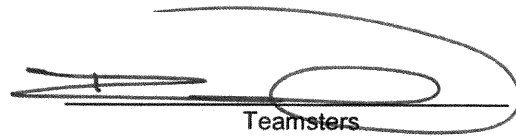
(6) **Unclassified Service.** The County and Teamsters agree that Contract HVP Home Base Child and Family Support Workers will not attain regular status in the Contract position. Contract HVP Home Base Child and Family Support Workers are in the Unclassified Service, and therefore do not have Civil Service Commission appeal rights as they are at-will and serve at the pleasure of the appointing authority, except as otherwise provided by law. As such, the Personnel Rules shall not apply to Contract HVP Home Base Child and Family Support Workers.

(7) **Term.** The term of this appendix shall coincide with the term of the HVP grant.

Date Agreed: 4-15-21



County



Teamsters