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SETTLEMENT AGREEMENT

BETWEEN THE:

SERVICE EMPLOYEES INTERNATIONAL UNION Local 721

(hereinafter referred to as "SEIU")

THE

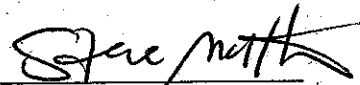
COUNTY OF RIVERSIDE

(hereinafter referred to as the "County")

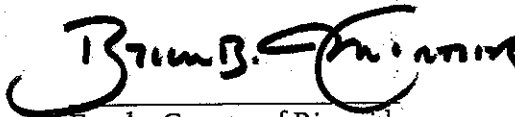
This agreement constitutes the full and final settlement of the dispute regarding the excess mandatory furlough hours that employees were required to take above the 207 hour maximum or 9 hour maximum in any pay period. The MOU called for SEIU members to furlough 208 hours in fiscal year 2009-2010, other terms within the provision limited the number of hours that an employee could be required to take and made it impossible to meet the 208 hour requirement based on the number of pay periods (23) left in the fiscal year and the 9 hour per pay period max provision. As a result, some SEIU represented employees may have been required to take more than 9 hours per pay period to meet the 208 hour requirement, therefore in consideration of this the Parties agree to the following terms and conditions:

1. Consideration. In exchange for withdrawing the verbal complaint, the County of Riverside, ("County") will:
 - a. Establish, administer, and notify SEIU members of the claim submission process to obtain credit in accordance with Section 1(b).
 - b. Credit each SEIU represented employee with a valid claim, with one (1) hour of extra vacation leave for every (1) hour of excess mandatory furlough the employee was required to take during the FY 09-10. This contribution will be placed in the vacation bank for the employee and is subject to the same prior approval conditions as specified in the MOU that apply to regular vacation use.
 - c. Work collaboratively with SEIU to establish a validation process to ensure the credit described in 1(b) is given. Information involving the validation and claim process along with the mandatory furlough correction remedy stated in (b) above shall be included in a payroll leaflet distributed to all SEIU represented employees on or about the second pay period in November, 2010.
 - d. Accept all claims submitted within 45 days of the mailing of the payroll leaflet as referenced in 1(c) above, and upon validation, render the appropriate credit to the employee's time bank as soon as administratively possible. Any claims received after this date shall be deemed invalid and ineligible for reimbursement. SEIU agrees not to seek any further rights to reimbursement in this matter under the provisions of the Grievance Procedures if a claim is untimely received. No further action(s), civil or administrative, will be brought by SEIU members (or by SEIU on behalf of its members) against the County, concerning the subject matter of the complaint.

2. The Parties expressly acknowledge and agree that this Settlement Agreement concerns only the matters raised in the verbal complaint on behalf of SEIU members who were required to furlough hours in excess of the mandatory 207 hour maximum, or the 9 hour maximum per pay period. The parties further agree that this Settlement Agreement shall not act as a precedent and all future cases shall be decided on their own merits.
3. This Settlement Agreement is not an admission by the County of liability with respect to the matters and issues raised in this complaint.
4. This Settlement Agreement constitutes the only agreement between the parties confirming the resolution of this complaint and all other agreements between the parties confirming the resolution of this complaint are null and void. This Settlement Agreement may be modified only by signed written agreement of all the below signing parties.
5. This Agreement may be executed in several counterparts and all counterparts so executed shall constitute one agreement which shall be binding on all of the parties hereto, notwithstanding that all of the parties are not signatory to the original or the same counterpart. A signature to the Agreement transmitted by facsimile or email shall have the same force and effect as an original.
6. The parties hereto expressly waive any common law or statutory rule of construction that ambiguities should be construed against the drafter of this Agreement.
7. If there is a dispute over the interpretation of this settlement agreement the parties agree that if either party wants to meet to resolve the issue informally, the parties will meet within 15 days of that request. If the matter remains unresolved, it will be submitted to arbitration, waiving the earlier steps of the MOU grievance procedure without any County defense of arbitrability or timeliness allowed.


For the SEIU Local 721
Name: Steve Matthews
Title: Regional Director Inland Areas

October 21/10
Date


For the County of Riverside
Name: Brian McArthur
Title: Director of Employee Relations

OCTOBER 21/10
Date