

Side Letter Agreement
Service Employees International Union, Local 721
Professional Unit
March 15, 2022

LEAVE PROVISIONS

Section 4 - Holiday Leave

(a) Fixed Holidays – All employees in regular positions shall be entitled to the following holidays:

January 1 st	Second Monday in October
Third Monday in January	November 11 th
Third Monday in February	Thanksgiving Day
Last Monday in May	Day after Thanksgiving
June 19th	December 24 th
July 4 th	December 25 th
First Monday in September	December 31 st

MODIFIED BENEFIT OPTION

Section 3 – Benefits and Leaves

(3) Holiday Pay:

(i) Employees in Classifications that are Regularly Scheduled to Work Holidays - Employees in classifications that are regularly scheduled to work on holidays (e.g., Laboratory Technologist II), shall not accrue any holiday leave, but shall be paid twice their base hourly rate for all hours actually worked on the following holidays:

January 1st	Thanksgiving Day
Last Monday in May	Day after Thanksgiving
June 19th	December 24th
July 4th	December 25th
First Monday in September	December 31st
November 11th	

(5) PTO Cash-Out - On one occasion each calendar year until the expiration of this contract, an employee who had used eighty (80) or more hours of specified leave (i.e., vacation leave and/or PTO) during the preceding calendar year may elect to convert up to sixty (60) hours of accrued PTO into a cash payment, at the base rate of pay in effect at the time of the cash-out. In order to sell back PTO, an employee must make an irrevocable election (i.e., pre-designation) during the month of December, specifying the number of hours to be sold back from the next year's PTO accrual. During the calendar year following the pre-designation, no more than three (3) requests may be made to cash out the PTO in a single block of not less than eight (8) hours and no more than sixty (60) hours. An employee shall be eligible to cash-out PTO hours accrued up to the preceding pay period in which he/she requested the cash-out. For example, an employee who requests a cash-out in pay period 15 can only cash-out the PTO accrued through pay period 14. The number of hours requested for cash-out shall not exceed an amount equal to or less than the amount accrued. For example, an employee in December 2019 makes a pre-designation to cash-out 25 hours. The employee accrues 4.31 hours of PTO per pay period. At the end of pay period 2 the employee can request to cash-out the 8 hours of PTO that she had accrued, but is not yet eligible to cash-out the entire 25 pre-designated hours because the employee has yet to accrue 25 hours of PTO. Once an election is made, if the employee does not request that the designated number of hours be sold back by pay period 25 of the calendar year in which the election is effective, the hours will be automatically converted to cash in pay period 26. The PTO cash-out shall sunset upon the expiration of the agreement.

Date Agreed: 03/17/2022

San Bernardino County



Leo Gonzalez

Deputy Director/Labor Relations Chief

SEIU



Eloy Alvarez

Regional Director