

**APPENDIX J – SIDE LETTER AGREEMENT  
CONTRACT OMBUDSMAN FIELD COORDINATOR  
AND  
CONTRACT OMBUDSMAN PROGRAM OFFICE MANAGER**

**Contract Ombudsman Field Coordinator and Contract Ombudsman Program Office Manager**

- (1) **Description.** Contract Ombudsman Field Coordinators and Contract Ombudsman Program Office Managers are eligible for limited benefits, and shall participate in in the County's PST Deferred Compensation Plan in lieu of any other retirement plan.

The Department of Aging and Adult Services shall have the authority and responsibility, independent of the merit system, to do the direct hiring of Contract Ombudsman Field Coordinators and Contract Ombudsman Program Office Managers, subject to Board of Supervisors approval. They shall remain in the unclassified service, and as such, the Personnel Rules shall not apply to Contract Ombudsman Field Coordinators and Contract Ombudsman Program Office Managers. 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 Ombudsman Field Coordinators and Contract Ombudsman Program Office Managers, as applicable: Recognition; Access to Personnel Records; Access to Work Locations; Accidental Death and Dismemberment; County Identification/Access Cards; County Management Rights; Definitions; Dependent Care Assistance Plan; Direct Deposit; Disaster Service Workers; Employee Rights; Expense Reimbursement; Fitness for Duty; Full Understanding; Implementation; Labor-Management Task Force; Leave Provisions: Bereavement Leave, Blood Donations, Compulsory Leave, Holiday Leave, Jury Duty Leave, Sick Leave, and Vacation Leave; Life Insurance; Meal and Break Periods; Membership Dues Deductions; Non-Discrimination; Obligation to Support; Pay Period; Payroll Adjustments; Payroll Deductions; Provisions of Law; Recruitment/Retention Salary Adjustment; Section 125 Premium Conversion Plan; Short-Term Disability; Time and Labor Reports; Use of Bulletin Boards; Use of County Resources; and Work Disruption.
- (3) **Grievance.** The County and Teamsters agree that Contract Ombudsman Field Coordinators and Contract Ombudsman Program Office Managers 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 Ombudsman Field Coordinator and Contract Ombudsman Program Office Manager. Should the contract terms between a Contract Ombudsman Field Coordinator or Contract Ombudsman Program Office Manager 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 Ombudsman Field Coordinators and Contract Ombudsman Program Office Managers 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 a provided in his/her employment contract.

(ii) **CRISISline Differential.** Contractor shall receive the CRISISline Differential as provided in his/her employment contract. Further, the parties agree to revisit and discuss this differential, at the request of the union, if there is information discovered suggesting that the current amount provided appears insufficient to meet the County's requirements under the FLSA (i.e. employees are regularly working more hours than the amount paid under the differential).

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

(iv) **Retirement.** Contractor shall receive Retirement Benefits as provided in his/her employment contract.

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

(vi) **Medical and Dental Coverage and Premium Subsidies.** Contractor shall participate in the County's medical and Dental Plans as provided in his/her employment contract and receive a medical and/or dental receive Overtime as provided in his/her employment contract.

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

(viii) **Retirement Medical Trust.** Contractor shall be eligible to participate in the County Retirement Medical Trust as provided in his/her employment contract.

(ix) **Vision Care Insurance.** Contractor shall receive Vision Care Insurance 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 Ombudsman Field Coordinator or Contract Ombudsman Program Office Manger 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.

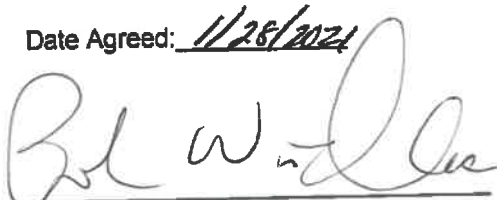
(6) **Unclassified Service.** The County and Teamsters agree that Contract Ombudsman Field Coordinators and Contract Ombudsman Program Office Mangers will not attain regular status in the Contract position. Contract Ombudsman Field Coordinators and Contract Ombudsman Program Office Mangers are in the 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 Ombudsman Field Coordinators and Contract Ombudsman Program Office Managers.

(7) **Continuation of meet and confer process.** The parties agree to reconvene at such time as the results of the RFP for services are received (anticipated around April, 2021) or at any time, prior to or after that, if substantial changes to the County's intended direction are contemplated (e.g. no bids or inadequate bids are submitted, County decides not to contract for services or issue the RFP, etc.).

(8) **Wage Adjustment.** The County shall review the salary rate of the lowest paid employee in this group and shall adjust the rate higher by 5%, in accordance with the authority under the employment agreement. Such wage adjustment shall be effective at the beginning of the next pay period in which the County is permitted to increase the pay under such agreement.

(9) **PREA Pay.** The parties believe that the current practice of paying employees in one-quarter (1/4) hour increments adequately compensates employees for their time worked. As such, the parties agree to continue this practice. However, the parties agree to revisit and discuss this payment methodology, at the request of the union, if there is information discovered suggesting that the current method does not properly compensate employees under the FLSA (i.e. employees are regularly working more hours than those for which they are being compensated).

Date Agreed: 11/28/2021

  
County

  
Teamsters