

**SIDE LETTER TO THE
2012-2016
MEMORANDUM OF UNDERSTANDING**

BETWEEN

SEIU, LOCAL 721

AND

THE COUNTY OF RIVERSIDE

WHEREAS the County is moving towards restructuring County government in an effort to deliver services more efficiently and effectively, and part of the restructuring/consolidation effort may involve transferring County employees from County Departments/Agencies to the Riverside County Information Technology (RCIT) Department;

AND WHEREAS the current MOU language provides that during the first twelve (12) months of service in a paid status following a promotion, transfer or demotion, a regular employee who held permanent status at the time of the promotion, transfer or demotion shall, upon the department/district head's request, be returned to a position in the previously held classification in the former employing department/district;

AND WHEREAS the County recognizes the concerns expressed by the impacted employees as well as those of SEIU related to this restructuring/consolidation;

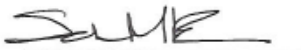
NOW THEREFORE the parties hereto agree as follows:

1. The provisions of Article VI, Section 1(E) shall not apply to employees transferred from their current Department/Agency to RCIT during the restructuring/consolidation effort and regular employees who hold permanent status at the time of transfer will not be required to serve a twelve (12) month transfer probationary period. Impacted employees shall be notified of this Side Letter and its applicability to their individual situation.
2. This Side Letter shall not affect the application of Article VI, Section 1(D) and any employee who has not completed the initial probationary period who is transferred shall be required to serve a new initial probationary period for the class to which the employee transfers.
3. This Side Letter shall not apply to any other transfer situation involving RCIT or any other County Department/Agency. Any future restructuring/consolidation efforts shall be considered on a case-by-case basis and shall not be subject to this Side Letter.
4. Waiver of this provision in this instance shall not be construed as precedent setting nor shall it be used to demonstrate a past practice of the County.
5. SEIU waives the right to grieve or challenge in any administrative or judicial forum, the County's decision to transfer employees pursuant to this restructuring/consolidation effort.
6. Should there be a dispute about whether a particular transfer falls within the current RCIT restructuring/consolidation efforts and hence whether this side letter applies to

that particular transfer, the dispute will be governed by the grievance procedure language in the Memorandum of Understanding.

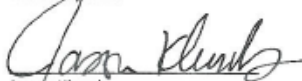
Signed this 13 day of June 2012, at Riverside, California.

For Riverside County



Sarah M. Franco
Principal HR Analyst

For SEIU Local 721



Jason Klumb
Regional Director