

**Side Letter of Agreement between the Vallejo Sanitation and Flood Control District and the Teamsters, Chauffeurs, Warehousemen and Helpers, Local 315**

The Vallejo Sanitation and Flood Control District ("District") and the Teamsters, Chauffeurs, Warehousemen and Helpers, Local 315 (Local 315) hereby agree to this Side Letter of Agreement to the Memorandum of Understanding ("MOU") between them that is in effect from July 1, 2013 through June 30, 2023.

**WHEREAS**, the wages, hours and other terms and conditions of employment of classifications represented by Local 315 are expressed in the MOU for the period covering July 1, 2013 through June 30, 2023;

**WHEREAS**, the parties had intended to include a section providing for a bilingual premium in the amount of seventy five dollars (\$75) per month in the MOU;

**WHEREAS**, the District has been providing a bilingual premium to qualified employees based on this intent since on or about 7/13/2007;

**WHEREAS**, the intent is consistent with the District's previous employee handbook, the parties' negotiations, and the parties' past course of conduct; and

**WHEREAS**, the following language will be added to the MOU:

**Bilingual Pay**

Employees who are routinely and consistently assigned to positions requiring communication skills in languages other than English will receive Bilingual Pay.

In order to be eligible for bilingual pay, the employee must meet the following criteria:

1. The employee is in a position that has been certified by the department head and approved by the District Manager as requiring skills in an approved language other than English;
2. The employee must pass a proficiency test established and administered by the Human Resources Department; and
3. The employee shall be subject to recertification at any time, but not more than once annually.


If the District Manager determines that the employee is no longer using bilingual skills on a regular basis, or that the bilingual skills are no longer necessary in the position, the bilingual pay shall cease at the beginning of the next full pay period.

The District Manager's determination regarding what positions shall be eligible for bilingual pay, what languages shall be approved, and whether bilingual pay should be ended shall be final and shall not be appealable or subject to the District's grievance procedures.

Based on the above, this Side Letter of Agreement is therefore entered into by the District and the Teamsters, Chauffeurs, Warehousemen and Helpers, Local 315 as follows:


Dated: 9/19/16

Local 315

By:   
Don E. Garcia, Local 315 Secretary/Treasurer

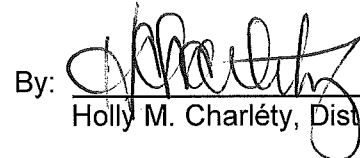
Dated: 9/20/2016

Vallejo Sanitation and Flood Control District

By:   
Osby Davis, President of the Board of Trustees

Dated: 9/20/16

Attest:

By:   
Holly M. Charléty, District Clerk