

**THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA**  
**and for Special Districts, Agencies and Authorities Governed by the Board**

Adopted this Resolution on 01/19/2010 by the following vote:

**AYES:** ☐

**NOES:** ☐

**ABSENT:** ☐

**ABSTAIN:** ☐

**RECUSE:** ☐



**Resolution No. 2010/43**

In the Matter of Approving the Amendment to the Memorandum of Understanding between Contra Costa County and Public Employees Union Local One to include the corrected language in Sections 12.3.A and 12.4.A.

Whereas, The Board of Supervisors adopted the Memorandum of Understanding between Contra Costa County and Public Employees Union Local One on July 21, 2009. Whereas since that adoption, it was noted the language should have included additional language in Sections 12.3.A – Holiday is Worked and Holiday Falls on Regularly Scheduled Work Day of Full-Time Employees on Regular 4/10, 9/80, Flexible, and Alternate Work Schedules and 12.4.A – Holiday is Worked and Holiday Falls on Regularly Scheduled Day Off of Full-Time Employees on 4/10, 9/80, Flexible, and Alternate Work Schedules. Add additional language to the third sentence in Section 12.3.A: “but only if the employee was required to work on the holiday due to an emergency, except as provided in Section 7.1 above” and add the following sentence after the second sentence in Section 12.4.A: “The employee is also entitled to receive eight (8) hours of flexible pay, at the rate of 1.0 times his/her base rate of pay, in recognition of his/her scheduled day off.” The tentative agreements showing these changes are attached.

Now, Therefore, Be It Resolved that the Board of Supervisors of Contra Costa County AMENDS Sections 12.3.A and 12.4.A of the Memorandum of Understanding between Contra Costa County and Public Employees Union Local One to add the following sentence in Section 12.3.A: "The employee is also entitled to receive overtime pay or overtime compensation time at the rate of one and one half (1.5) times his/her base rate of pay (not including differentials) for all hours worked on the holiday beyond eight hours, but only if the employee was required to work on the holiday due to an emergency, except as provided in Section 7.1 above" and add the following sentence in Section 12.4.A: "The employee is also entitled to receive eight (8) hours of flexible pay, at the rate of 1.0 times his/her base rate of pay, in recognition of his/her scheduled day off."

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

**Contact: Nicole Lewis-Bolton, 925-335-1780**

**ATTESTED: January 19, 2010**

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

**cc:**