



COUNTY *of* NAPA

MARK GREGERSEN
Human Resources Director

December 7, 2006

Marie Advincula
Business Agent
SEIU Local 614 – NAPE
1810 Jefferson Street
Napa, CA 94559

Dear Ms. Advincula:

This will confirm the understanding reached on behalf of the PSE and PSE Supervisory units at the October 31, 2006 Labor Management Committee meeting regarding the recoupment by the County of overpayments in the County share of health plan premiums or health-in-lieu amounts that were paid to employees at the wrong rate.

SIDE LETTER AGREEMENT

1. Effective immediately after approval by the Board of Supervisors each of the following named individuals shall be allowed to reimburse the County for his/her overpayment by utilizing any accrued vacation, overtime and compensatory time off, to the extent that such accruals exist for the affected employee, and by converting this time to the cash equivalent of the overpayment amount.

Affected Employees

Overpayment on 200 Code (Employer portion of health benefits)

Dan Flamson	Ryan Ralston
Ed Colby	Elizabeth Berry
Michael Lernhart	Henry Ginop
Tim Hiteshew	Kathy Mabry
Roxanna Hicks	

Overpayment on 188 Code (Health-in-Lieu)

Josefina Nicholas

Should an affected employee not have enough vacation, compensatory time off or overtime to cover the amount of the outstanding balance, the remaining portion will

COUNTY OF NAPA HUMAN RESOURCES

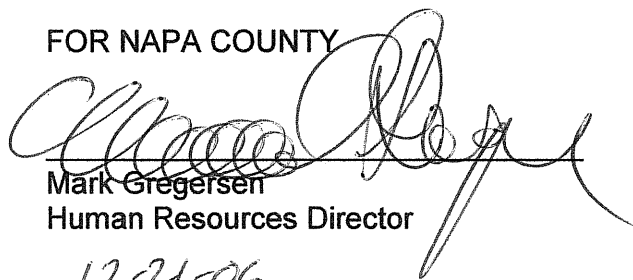
1195 Third Street • Suite 110 • Napa, CA 94559 • (707) 253-4303
www.co.napa.ca.us FAX (707) 259-8189

December 7, 2006
Page 2

be reimbursed by the employee through payroll deductions in accordance with a recoupment schedule that is mutually agreed to between the employee and Auditor-Controller, or her designee. To effectuate recoupment, the employee shall enter into an Agreement to Reimburse Overpayment to authorize the cash out of available leave time and payroll deductions as mutually agreed to.

2. This Side Letter Agreement shall not set any precedent and is intended solely for the purpose of recouping overpayments by the County for those employees listed in Section 1 above.
3. By mutual agreement, this Side Letter Agreement may also be applicable to any other similarly situated overpayment situations which currently exist but are not presently known, or, that may arise between the date of approval by the Board of Supervisors and June 30, 2007, at which time this Side Letter Agreement will expire.
4. This agreement shall be binding upon ratification by the members of PSE if required pursuant to the constitution and bylaws of SEIU Local 614 – NAPE, and approved by the Napa County Board of Supervisors.
5. The effects of this agreement are neither grievable nor arbitrable under any applicable MOU or policy.
6. The signatures below indicate concurrence with and acceptance of the terms of this Side Letter Agreement which supersedes any inconsistent or conflicting provisions of the current labor agreements in effect between the parties.

FOR NAPA COUNTY



Mark Gregersen
Human Resources Director

12-24-06
Date

FOR SEIU LOCAL 614 - NAPE



Marie Advincula
Business Agent

12/21/06
Date



William Glisson
President, SEIU Local 614 - NAPE

12/21/2006
Date

cc Nancy Watt, County Executive Officer
Britt Ferguson, Assistant County Executive Officer
Jackie Gong, Deputy County Counsel
Pam Kindig, Auditor-Controller