



COUNTY *of* NAPA

MARK GREGERSEN
Human Resources Director

December 7, 2006

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

Re: Side Letter Agreement Regarding BlackBerry® PDA Reimbursement

Dear Ms. Advincula:

This will confirm the understanding reached on behalf of the PSE and PSE Supervisory Units during our recent discussions over the above-captioned subject.

SIDE LETTER AGREEMENT

1. Employees of the Information Technology Services Department, represented by SEIU Local 614 – Nape, shall be eligible to receive a BlackBerry® reimbursement allowance (PDA allowance) in an amount up to \$50 per month subject to the provisions of this Agreement.

Based on identified departmental needs as defined by the ITS Director and upon approval of the ITS Director, designated employees will receive a monthly PDA allowance when said designated employees use their personal wireless PDA for County business purposes.

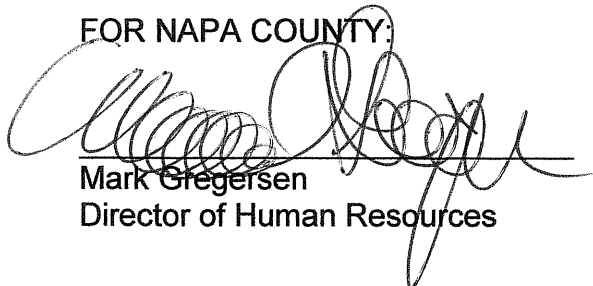
2. The Director of Information Technology Services, or designee, may stop payment of the allowance at any time.
3. The decision to approve or discontinue a PDA allowance is not arbitrable under any applicable MOU or policy.
4. Employees authorized for reimbursement shall not use their approved, personal PDA device to perform work outside of normal business hours, unless said work outside of normal business hours is authorized by the employee's supervisor.

December 7, 2006

Page 2

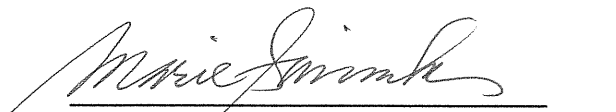
5. Nothing in this provision entitles an employee to overtime compensation by virtue of the fact they have and use a personal PDA device for which they receive reimbursement for approved work-related duties unless overtime is approved by the employee's supervisor.
6. **County Allowance:** Privately owned Blackberry wireless PDA devices used by employees for County business are subject to the following provisions:
- A. **Guidelines:** The PDA allowance is intended to cover the costs of personal PDA expenses related to work duties. Initial purchase of the PDA, accessory equipment, and activation fees shall be the responsibility of the employee. Replacement or repair of the PDA is the responsibility of the employee. The employee shall pay any costs exceeding the amount of the PDA allowance. No allowance will be paid when an employee is in an unpaid leave status.
- B. **Responsibilities:**
1. The employee must provide the cellular telephone number to ITS.
 2. ITS shall pay the monthly reimbursement following the procedure determined by the ITS Director in consultation with the Auditor-Controller's office.
- C. **Taxability:** The PDA allowance will be paid through the County payroll system and subject to all legally required income taxes.
7. 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 approval by the Napa County Board of Supervisors.
8. The terms of this Side Letter Agreement shall expire on June 30, 2007 and shall only continue by mutual agreement of the parties.

FOR NAPA COUNTY:




Mark Gregersen
Director of Human Resources

FOR SEIU LOCAL 614 - NAPE:



Marie Advincula
Business Agent



William M. Glisson
President

cc: Jackie Gong, Deputy County Counsel