

Side Letter Agreement
Between
County of Monterey and SEIU Local 521, Unit J
Regarding Shift Differential

The County of Monterey and SEIU Local 521, Unit J, having met and conferred on the issue of Shift Differential, agree to the modification of Unit J Memorandum of Understanding to modify the provision of Shift Differential as follows:

SECTION 11 SPECIAL PAY PRACTICES

11.1 Shift Differential

Employees in all bargaining unit classes ~~A shift differential of one dollar and fifty five cents (\$1.55) per hour shall be paid to all represented as part of their regular shift, work at least four (4) hours who are assigned to and work eight (8) hours or more after between 7:00 a.m. 2:31 p.m. and whose shift starts after 12:31 p.m.~~ 7:59 a.m. shall be eligible for shift differential pay.

An employee who is called back to work a partial shift for an employee who is regularly assigned to a shift which is eligible for shift differential pay shall be eligible for shift differential pay for hours worked between five (5) p.m. and eight (8) a.m.

Employees eligible for shift differential shall be paid one dollar fifty-five cents (\$1.55) per hour for hours actually worked during times designated herein.

NMC Only

A shift differential of one dollar and fifty-five cents (\$1.55) per hour shall be paid to all represented employees who, as part of their regular shift, work at least four (4) hours between 3:00 p.m. and 6:59 a.m., and whose shift starts after 12:31 p.m.

An employee interested in a change of shift assignment may file a written request for said change with the department. When making shift assignments, management's primary considerations shall be employee written requests and length of service with the department. If management determines that special skills and/or experience are required, said needs will be made known to the employees in the affected classes within the department and these shifts will be assigned based on the request(s) and/or length of service of those employees who meet the special skill and/or experience requirements.

Determination of need and assessment of special skills will be at the sole discretion of the departments.

This agreement is subject to the final approval by the Monterey County Board of Supervisors and SEIU governing board. This agreement shall be effective July 1, 2011 through June 30, 2013.

The terms described herein constitute the complete and entire agreement between the parties.

s/Brette Neal
County of Monterey

April 5, 2012
Date

s/Jay Donato
SEIU Local 521

April 5, 2012
Date