

SIDE LETTER AGREEMENT – Amendment to Memorandum of Understanding

Between Monterey County and the Monterey County Prosecutors' Association

TEMPORARY SPECIAL ASSIGNMENT PAY

A. PROGRAM PURPOSE AND TIMELINE

1. It is the interest of the County to compensate employees who work in departments that are undergoing changes in staffing and organizational structures, whereby the employee is directed to perform special assignments that are significantly beyond the scope of their classifications and compose more than a majority of their work time.
2. Departments are responsible for the implementation of the program and will report to the CAO regarding program developments and make recommendations for improvement.

B. DEFINITION

1. Temporary Special Assignment Pay is defined as a temporary special pay practice by which an employee is paid an additional five percent (5%) or ten percent (10%) of their base hourly rate when either of the following conditions exist:
 - a. A majority of an employee's work time that requires performing many, but not necessarily all of the most complex duties of a higher classification, *or*
 - b. As directed by the appointing authority, a majority of an employee's work time requires that he/she perform significantly higher-level duties for which no classification presently exists.

C. PROGRAM DESCRIPTION

1. When a department is undergoing changes in staffing and/or organizational structure, the department head may authorize paying an employee Temporary Special Assignment Pay of five percent (5%) or ten percent (10%) of the employee's base hourly wage, for performing special assignments under the following circumstances:
 - a. A majority of an employee's work time requires performing many, but not necessarily all of the most complex duties of a higher classification, *or*
 - b. As directed by the appointing authority, a majority of an employee's work time requires that he/she perform significantly higher-level duties for which no classification presently exists.

2. Temporary Special Assignment Pay may be paid for up to one (1) year. Employees shall be eligible for Temporary Special Assignment Pay from the first workday following the date the special assignment was authorized by the appointing authority.
3. The granting and/or discontinuance of Temporary Special Assignment Pay shall not be subject to the grievance procedure.
4. Employees released from Temporary Special Assignment Pay duty as a result of poor performance shall not be subject to disciplinary action for their participation in said assignment. Participating employees released as a result of unsatisfactory performance shall instead be returned to their official job classification and duties. Failure to successfully complete a Temporary Special Assignment Pay assignment, as a result of performance, shall have no impact on employee's official job classification or duties.

D. EMPLOYEE ELIGIBILITY AND EMPLOYEE SELECTION

1. In the interest of career development and upward mobility opportunities, when an assignment is available that may be classified as eligible for Temporary Special Assignment Pay, as outlined in the definition and program description sections, the appointing authority shall make a reasonable effort (including posted notices), to consider all eligible employees within the department for the assignment.
2. In considering all eligible employees, the appointing authority shall consider employee qualifications, performance, attendance, attitude, interest in the assignment and availability for the duration of the assignment.
3. The appointing authority shall determine who is eligible to be considered for temporary special assignments.
4. If the assignment is of an urgent matter that requires immediate attention, as determined by the appointing authority, then the appointing authority may appoint any eligible employee to meet the needs of the situation.
5. Temporary special assignments may be rotated amongst eligible employees to give all eligible employees the opportunity to serve on a special assignment.
6. The decision as to what employee is appointed to serve on a temporary special assignment is discretionary and rests with the appointing authority.


 Kelly J. McKee 12/17/07
 County of Monterey Date


 Wanda H. Ry 12/17/07
 Monterey County Prosecutors' Association Date

SIDE LETTER AGREEMENT
Between Monterey County and the Monterey County Prosecutors' Association

EMPLOYEE ELECTION OFFICIAL PROGRAM

A. PROGRAM PURPOSE

1. It is in the interest of the County to provide an opportunity for Monterey County employees to serve as Election Officials on Election Day. This program offers a unique learning experience and community service opportunity to County employees, alleviates the critical shortage of Election Officials, and will help generate positive publicity for the County. Participating employees would be paid their base hourly rate of pay for regularly scheduled hours of work in addition to a \$150.00 (tax-exempt), Election Official stipend.

B. EMPLOYEE ELIGIBILITY/REQUIREMENTS

1. All full-time, permanent, seasonal, and temporary employees are eligible to participate.
2. Participating employee must be at least 18 years of age.
3. Participating employee must be a registered voter in the State of California.
4. Participating employee must attend a mandatory 1.5 hour training class, per each election.
5. Participating employee must work Election Day from 6:30 a.m. until all duties are completed (approximately 10:00 pm). Two one (1) hour breaks will be included for meal/rest periods.
6. Participating employee must provide own transportation to and from designated polling place.
7. Participating employee must obtain prior approval from the appointing authority (Department manager or supervisor), to participate. Approval must be granted for each election.

C. OFFICIAL DUTIES

Duties will include, but may not be limited to the following:

1. Preparing, opening and closing polling place. Poll location may include locations in employee's neighborhood, any public building, school, office or day-care facility, etc. If employee is willing, assigned location may be anywhere throughout the County, as needed.
2. Verification of the names of voters using Roster of Voters.
3. Issuing/receiving official ballots from voters.
4. Assisting voters in any phase of the voting process.
5. Performing all duties assigned by the Registrar of Voters or Precinct Inspector.

D. COMPENSATION:

Election Officials shall be compensated as follows:

- 1) Base hourly rate of pay for regularly scheduled hours of work (e.g., if an employee is regularly scheduled to work eight (8) hours a day, they will be compensated for eight (8) hours. If they work ten (10) hours a day, they will be compensated for ten (10) hours of work, etc.) No overtime shall be paid for hours worked in excess of an employees regularly scheduled work day.
- 2) A \$150.00 tax-exempt Election Official stipend.
- 3) Mileage reimbursement at the established County rate of 36.5 cents per mile.

John J. McKee 7/21/02

Monterey County Date *Mark G. Wilby*

Monterey County Prosecutors' Association Date

SIDE LETTER AGREEMENT

Between Monterey County and the Monterey County Prosecutors' Association

MONTEREY COUNTY EDUCATIONAL ASSISTANCE PROGRAM

Whereas, Monterey County is the employer of Monterey County employees;

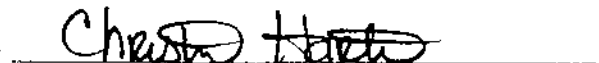
Whereas, the Monterey County Prosecutors' Association represents certain groups of employees employed by Monterey County (Bargaining Units E);

Whereas, the MONTEREY COUNTY EDUCATIONAL ASSISTANCE PROGRAM will be recommended to the Monterey County Board of Supervisors for adoption on March 19, 2002, and shall replace the Tuition Assistance -- Professional Development Policy adopted July 31, 2001;

Monterey County and the Monterey County Prosecutors' Association agree as follows:

- 1.) The terms of the attached policy shall be provided to employees of the bargaining unit noted above, represented by the Monterey County Prosecutors' Association.
- 2.) It shall become effective upon final adoption by the Board of Supervisors.
- 3.) By mutual agreement, the policy shall be extended and incorporated in to the party's successor Memorandum of Understanding.
- 4.) The terms described herein ^{AS CLARIFIED IN THE ATTACHED LETTER} constitute the complete and entire agreement between the parties.


Monterey County Date 3/18/02


Monterey County Prosecutors' Association

3/15/02
Date

MONTEREY COUNTY PROSECUTORS ASSOCIATION
Post Office Box 376
Salinas, California 93902

Arthur McKenzie
Employee Relations

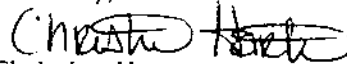
March 15, 2002

Dear Mr. McKenzie,

MCPA has agreed to sign the modified side letter agreement regarding The Monterey County Educational Assistance Program, with this letter incorporated into the agreement. We are signing the side letter with the understanding that any benefits provided under the modified Monterey County Educational Assistance Program will be in addition to any educational or professional benefits already provided to Unit E by our MOU, side letters, or other agreements or County policies.

MCPA is agreeing to sign this side letter to accommodate the County, as its benefits do not generally apply to our members, who already have professional degrees. Any courses we take from the California District Attorney's Association or other professional organizations would not qualify for this program as they do not give letter grades or pass/fail grades.

Sincerely,



Christine Harter

President

Monterey County Prosecutors Association

Cc: Keith Honda