

**SIDE LETTER AGREEMENT**  
**Between County of San Mateo and**  
**AFSCME Local 859**  
**Re: Split Shift Differential**

This Side Letter Agreement is entered into by and between the County of San Mateo ("County") and the American Federation of State, County and Municipal Employees ("AFSCME") Local 859 ("Union") (hereinafter collectively referred to as the "parties").

This letter is effective upon Board of Supervisor's approval. The parties hereby agree that:

1. Section 8.3 of the MOU between the County and Union shall be amended as follows:

**Section 8. Shift Differential**  
**8.3 Split Shifts**

A split shift shall be defined as a daily work schedule that is interrupted by non-paid, non-working periods established by the County, other than bona fide rest or meal periods.

Effective no later than within the first three pay periods following Board of Supervisors' adoption of this side letter in 2019, employees who are assigned to, and work, a split shift as defined in this Section shall be paid a minimum of one (1) hour of pay at the California state minimum wage, in addition to the shift differential described in Section 8.2 where applicable.

For employees who work a split shift, hours worked before 11:59 am shall not be combined with hours worked after 11:59 am in order to achieve the requisite eight (8) hours for shift differential pay described in Section 8.2 entitled "Applicable Shifts."

Where shift differential is paid, it will only be paid for actual hours worked, not for the additional one (1) hour of pay at the California state minimum wage.

A split shift is defined as a normal daily shift which is worked over a span of more than nine (9) consecutive hours. Employees required by proper authority to work a split shift shall be paid Three Dollars (\$3.00) per each such split shift worked in addition to all other compensation.

2. Upon negotiation of a successor Memorandum of Understanding (MOU) between the parties, the changes reflected herein will be incorporated into the MOU, unless otherwise agreed to by the parties.

The foregoing is in accordance with the parties' understanding.

FOR THE COUNTY



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Date: October 11, 2019

FOR THE UNION

  

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Date: 10/11/19