BEFORE THE BOARD OF SUPERVISORS OF THE COUNTY OF AMADOR, STATE OF CALIFORNIA

RESOLUTION APPROVING SIDE LETTER OF AGREEMENT WITH THE AMADOR COUNTY PROBATION OFFICER'S ASSOCIATION (POA) AS IT RELEATES TO BASE PAY,)))	RESOLUTION NO. 20-110
LONGEVITY AND SPECIAL PAY)	

BE IT RESOLVED by the Board of Supervisors of the County of Amador, State of California, that said Board does hereby approve the Side Letter of Agreement between the County of Amador and the Probation Officer's Association (POA) as it relates to base pay, longevity and special pay; and

BE IT FURTHER RESOLVED that the Chairman of said Board is hereby authorized to sign and execute said agreement on behalf of the County of Amador.

The foregoing resolution was duly passed and adopted by the Board of Supervisors of the County of Amador in a regular meeting thereof, held on the 25th day of August, 2020 by the following vote:

AYES:

IN THE MATTER OF:

Patrick Crew, Frank Axe, Richard Forster, Brian Oneto, and Jeff Brown

NOES:

None

ABSENCE:

None

Chairman, Board of Supervisors

jer Burns

ATTEST:

JENNIFER BURNS, Clerk of the Board of Supervisors, Amador County, California

(RESOLUTION NO. 20-110)

(08/25/20)

Side Letter of Agreement Base Pay, Longevity and Special Pay

I. Parties

The Parties to this Side Letter of Agreement (herein after "Side Letter") are the County of Amador (hereinafter referred to as the "County") and Amador County Probation Officers' Association (hereinafter referred to as the "Association").

II. Background

The Parties are the signatories to a Memorandum of Understanding (hereinafter referred to as the "MOU") setting forth terms and conditions of employment for certain County employees within the Probation Officers Association.

As a result of an audit conducted by the Public Employees Retirement System, wherein it was recommended that the intentions of the Parties as it relates to longevity and special compensation be clarified further in the Parties MOU, the County and Association, have met and conferred and have agreed to amend and modify the existing MOU terms as set forth below and hereby agree as follows:

III. MOU Amendments

- A. For Purposes of the MOU amendments set forth below, language that is overstruck (e.g. overstruck) will be omitted from the MOU. Language that is *italicized* and **boldfaced** will be added to the MOU as indicated. The existing MOU will, in all other respects, remain in effect without change through its existing term.
- B. Section 26, sub-section 26.22 of the MOU is hereby amended to read as follows:

"An employee shall receive 2.5% salary increase at the following benchmark years: 10 years; 15 years; 20 years. Permanent employees shall receive longevity wage increases on their base pay when they have completed ten (10), fifteen (15), and twenty (20) continuous years of regular and permanent County employment. At the completion of each of the benchmark years (i.e. 10, 15, or 20 years), the employee shall receive the salary increase enumerated below for the applicable level of completed years of service:

Completed Years of Service	Base Salary Adjustment
10	2.500%
15	5.063%
20	7.700%"

C. (New) Section 26, sub-section 26.23 of the MOU is hereby added to read as follows:

"26.23 Special Compensation shall be calculated on the combined rate of base pay PLUS longevity for employees eligible and so situated."

IV. General Provisions

- A. This Side Letter of Agreement will take effect as of July 12, 2020 after ratification by the Association and upon approval and adoption by the County Board of Supervisors.
- B. The written terms herein embody the entire Side Letter of Agreement between the Parties.
- C. The Side Letter of Agreement modified language herein will be incorporated into any successor MOU by the Parties.

In witness hereof, this Side Letter of Agreement was approved and adopted by a vote of the Board of Supervisors on August 25, 2020. 2020.

COUNTY OF AMADOR, CALIFORNIA:

By:

Patrick Crew, Chairperson, Board of Supervisors

AMADOR COUNTY PROBATION OFFICERS ASSOCIATION:

By:

Jenuffer Nivnderup, President

Chuck L. Fletcher, Labor Consultant

Josh Huggett, Vice President