

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

IN THE MATTER OF:

RESOLUTION APPROVING A SIDE LETTER)	
AGREEMENT WITH THE AMADOR COUNTY)	RESOLUTION NO. 22-203
DEPUTY DISTRICT ATTORNEY'S)	
ASSOCIATION (DDAA) FOR A RETENTION)	
AND NEW HIRE INCENTIVE PROGRAM)	

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 Deputy District Attorneys Association (DDAA) as it relates to a Retention and New Hire Incentive Program; 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 20th day of December 2022, by the following vote:

AYES: Frank Axe, Richard M. Forster, Patrick Crew, Jeff Brown and Brian Oneto

NOES: None

ABSENCE: None


Chairman, Board of Supervisors

ATTEST:

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


Deputy

Side Letter of Agreement
Deputy District Attorney Retention and New-Hire Incentive Program

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 Deputy District Attorneys’ 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 Association.

As a result of staffing vacancies in the Deputy District Attorney I-III and IV classifications and to incentivize retention of current staff and the recruitment of candidates into these same classifications the Parties have agreed to implement a “Retention and New-Hire Incentive Program” that will become effective as of January 1, 2020, and run through September 30, 2023, unless extended for an additional year by the County Administrative Officer. The County and the Association, have met and conferred and have agreed to amend the existing MOU terms as set forth below and hereby agree as follows:

III. MOU Amendment

Retention and New-Hire Incentive Program

The Association and the County agree to allow the County to implement a Retention and New-Hire Incentive Program that will provide a retention or new-hire sign-on bonus payment to incumbent employees or new-hires in the following job classifications and at the specified amounts:

- Deputy District Attorney I, II, III: \$10,000
- Deputy District Attorney IV: \$15,000

Eligible employees are entitled to either a retention bonus in the above amount or the new-hire sign-on bonus in the above amount. The bonus payment(s) shall be either made in one-lump sum for those employees eligible for the retention bonus or payable in two payments to those employees eligible for the new-hire sign-on bonus:

1. Retention Bonus: For incumbents who have already completed their probationary period in one of the classifications listed above and were hired after January 1, 2020, the retention bonus payment will be paid to the eligible non-probationary employee at the applicable amount for their classification in the employee’s first payroll check following adoption of this side letter by the Board of Supervisors, or as soon as reasonably practicable thereafter.
2. New-Hire Bonus: For incumbents hired at the Deputy District Attorney I, II, or III level, \$5,000 of the new-hire sign-on bonus payment will be paid to a new employee in the employee’s first payroll check following active employment, or as soon as reasonably practicable thereafter. The remaining \$5,000 of the new-hire sign-on bonus payment will be paid in the employee’s payroll check the first full pay period following successful completion of the employee’s probationary period, or as soon as reasonably practicable thereafter.

3. New-Hire Bonus: For incumbents hired at the Deputy District Attorney IV level, \$7,500 of the new-hire sign-on bonus payment will be paid to a new employee in the employee's first payroll check following active employment, or as soon as reasonably practicable thereafter. The remaining \$7,500 of the new-hire sign-on bonus payment will be paid in the employee's payroll check the first full pay period following successful completion of the employee's probationary period, or as soon as reasonably practicable thereafter.

Only one retention or new-hire sign-on bonus is available to an eligible employee. A former County employee who applies in the above-referenced job classifications will only qualify for a new-hire sign-on bonus if the employee had a minimum break in service of at least 3 years from the date they were previously separated from County employment. A County employee who promotes into one of the above-referenced job classifications is not considered a newly hired employee and is not eligible for the new-hire sign-on bonus.

Receipt of the retention bonus is contingent on the employee executing an individual "Retention Bonus Agreement" that requires the employee to remain employed in the Amador County District Attorney's Office for a minimum of two (2) years from receipt of the retention bonus amount. If the employee voluntarily resigns or quits their employment in the Amador County District Attorney's Office during that time, the employee agrees to repay in a pro-rata amount any part of the retention bonus received. The employee agreement shall be signed on behalf of the County by the District Attorney, the Human Resources Director, and the County Administrative Officer.

Receipt of the new-hire sign-on bonus is contingent on the employee executing an individual "New-Hire Sign-On Bonus Agreement" that requires the employee to remain employed in the Amador County District Attorney's Office for a minimum of three (3) years. If the employee voluntarily resigns or quits their employment in the Amador County District Attorney's Office during that time, the employee agrees to repay in a pro-rata amount any part of the sign-on bonus received. The employee agreement shall be signed on behalf of the County by the District Attorney, the Human Resources Director, and the County Administrative Officer.

The new-hire sign-on bonus payment will only apply to qualified employees hired into the above-referenced job classifications from January 1, 2020, through September 30, 2023.

Bonus payments are non-pensionable and subject to all applicable withholding.

Upon the written approval of the County Administrative Officer and after written notification to the Association, this Program may be extended to apply to qualified employees hired into the above-referenced job classifications through September 30, 2024. However, the County reserves the right to discontinue this Program during any fiscal year and the continuation of this Program is contingent on the County's Board of Supervisors appropriating funds for this program in the County's budget for the fiscal year.

This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute the same instrument. A photocopy or facsimile

transmission of the Amendment, including signatures, shall be deemed to constitute evidence of the Amendment having been executed.

IV. General Provisions

A. This Side Letter of Agreement will take effect retroactively to January 1, 2020, after execution 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 not be incorporated into any successor MOU by the Parties unless and until it has been negotiated, agreed to, ratified, and adopted.

In witness hereof, this Side Letter of Agreement was approved and adopted by a vote of the Board of Supervisors on December 20, 2022.

COUNTY OF AMADOR, CALIFORNIA:

By: Richard M. Foster
Chairperson, Board of Supervisors

AMADOR COUNTY DEPUTY DISTRICT ATTORNEYS' ASSOCIATION:

By: Morgan Hendley
Morgan Hendley, Unit Representative
Steven Conklin
Steven Conklin, Unit Representative