

2024 Side Letter of Agreement
County of Amador and the Amador County Sheriff's Office Mid-Management Association
Amendments and Extensions

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 Sheriff's Office Mid-Management Association (hereinafter referred to as the "Association").

II. Background

The Parties are the signatories to a 2022-2025 Memorandum of Understanding and Side Letter of agreement (hereinafter, collectively referred to as the "MOU") setting forth terms and conditions of employment for certain County employees within the Sheriff's Office Mid-Management Association. The terms set forth below amend the existing MOU. The Parties 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 the new term specified
- B. Section 1 Agreement, Sub-section 1.4, of the MOU is hereby amended to read as follows:

Except as otherwise provided herein, this Agreement shall be binding upon the County and the Association, or its successors, for the period October 1, 2022 through September 30, ~~2025~~**2026**, upon ratification by the Board of Supervisors; but for any period subsequent to September 30, ~~2022~~**2026**, all matters within the scope of representation, as defined by California Government Code §3504, or its successors, shall be subject to re-negotiation by the County and the Association in accordance with the provisions of this Agreement, and of California Government Code §3500-3510, or its successors.

- C. Section 19 Disciplinary Actions, Sub-section 19.23 Costs, of the MOU is hereby amended to read as follows:

COSTS

~~19.23. The arbitrator's fees and expenses for all appeals from disciplinary actions shall be paid by the County; provided, however, that each party shall pay for the presentation of its case. Additionally, the parties will split equally the participation fees required by the American Arbitration Association or State Mediation and Conciliation Service (if any) and the cost of a Court Reporter if utilized.~~

All fees and expenses of arbitration, including the cost of a court reporter if utilized, shall be shared equally by the County and the Association; provided, however, that each party shall pay for the presentation of its case. If the Association elects not to pay for the arbitration, and the employee still elects to proceed to arbitration, the employee will be required to pay the

Association's half. If the employee elects to proceed without the Association, then the employee shall pay a deposit equal to two (2) days of Arbitrator fees at the time the County and employee select the arbitrator. The deposit shall be held by the arbitrator unless the parties agree otherwise. If the parties do not agree and the arbitrator cannot accommodate holding the deposit, the deposit shall be provided to the County Auditor to be held by the Treasurer. In no event will the County pay more than half the total expenses.

All fees associated with cancellation of arbitration shall be borne by the party requesting cancellation. If the County and the employee mutually agree upon cancellation of arbitration the fees associated with cancellation shall be split evenly between the parties.

D. Section 26 Wages, subsection 26.6 of the MOU is hereby amended to read as follows:

26.6 Effective the pay period containing October 1, 2022, the County will increase all base wage ranges and rates for classifications represented by the Association by six percent (6%) of base wage rates in effect on August 31, 2022.

Effective the pay period containing October 1, 2023, the County will increase all base wage ranges and rates for classifications represented by the Association by three percent (3%) of base wage rates in effect on August 31, 2023.

Effective the pay period containing July 1, 2024, the County will increase all base wage ranges and rates by five percent (5%) of base wage rates in effect on June 30, 2024, for the following classifications represented by the Association: Sheriff's Sergeant (Intermediate), Sheriff's Sergeant (Advanced), Correctional Lieutenant, Lieutenant, Correctional Captain, Captain, Sheriff's Office Program Manager, and Emergency Services Program Manager.

Effective the pay period containing October 1, 2024, the County will increase all base wage ranges and rates for classifications represented by the Association by three percent (3%) of base wage rates in effect on August 31, 2024.

Effective the pay period containing October 1, 2025, the County will increase all base wage ranges and rates for classifications represented by the Association by three percent (3%) of base wage rates in effect on August 31, 2025.

E. Section 27 Recommencement of Negotiations of the MOU is hereby amended to read as follows:

27.1. Either the Association, or the County, shall have the right to reopen negotiations on all subjects within the scope of representation by giving written notice to the other party of its election to reopen negotiation not earlier than June 1, ~~2025~~**2026** and not later than August 1, ~~2025~~**2026**.

~~27.1~~**27.2.** In the event that either the Association, or the County, elects to reopen negotiations in accordance with the provisions herein, their negotiations shall commence not later than August 1, ~~2025~~**2026**, provided, however, that neither the Association, nor the County, shall be relieved of its right or obligation to negotiate on all subjects within the scope of representation if their negotiations have not commenced by August 1, ~~2025~~**2026**.

F. Section 28 Term, Witness, and Signators of the MOU is hereby amended to read as follows:

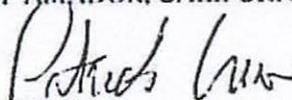
28.1. Except as otherwise provided herein, the provisions of this Agreement shall become effective on the date it is adopted by the Board of Supervisors and signed by its Chair, Sheriff, District Attorney, and Chief Probation Officer, and shall remain in effect through September 30, ~~2025~~2026. Thereafter, the provisions of this Agreement shall remain in effect year by year unless either the County or the Association notifies the other not later than August 1, ~~2025~~2026, or within sixty (60) days of its expiration in later years if renewed automatically, of its request to modify, amend, or terminate the Agreement.

IV. General Provisions

- A. This Side Letter of Agreement will take effect upon approval and adoption by the County Board of Supervisors.
- B. The Side Letter of Agreement modified language herein will be incorporated into any successor MOU by the Parties.
- C. The written terms herein embody the entire Side Letter of Agreement between the Parties.
- D. Section 19.23 shall apply to any discipline in which the employee receives the Section 19.8 Notice of Discipline after the adoption date listed below.

In witness hereof, this Side Letter of Agreement was approved and adopted by a vote of the Board of Supervisors on June 11, _____, 2024.

COUNTY OF AMADOR, CALIFORNIA:

By: 
Patrick Crew, Vice-Chairman
Board of Supervisors

AMADOR COUNTY SHERIFF'S OFFICE MID-MANAGEMENT ASSOCIATION

By:  Daniel Barb, President
 Kim Gillingham, Labor Consultant

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

IN THE MATTER OF:

RESOLUTION APPROVING SIDE LETTER) RESOLUTION NO. 24-081
OF AGREEMENT WITH THE AMADOR)
COUNTY SHERIFF'S OFFICE)
MID-MANAGEMENT ASSOCIATION (SOMMA))
AMENDMENTS AND EXTENSIONS)

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 Sheriff's Office Mid-Management Association (SOMMA) as it relates to wages, arbitration costs and extending the term of the contract; 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 at a regular meeting thereof, held on the 11th day of June, 2024, by the following vote:

AYES: Patrick Crew, Richard Forster, Jeffrey Brown

NOES: Brian Oneto, Frank Axe

ABSENT: None



Patrick Crew, Vice-Chairman, Board of Supervisors

ATTEST:

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

