

**Letter of Agreement
Stanislaus County
And
Stanislaus County District Attorney Investigators' Association**

Whereas, Stanislaus County (County) and the Stanislaus County District Attorney Investigators' Association (SCDAIA) entered into the current Memorandum of Understanding on July 1, 2021; and

Whereas, SCDAIA represents all regular full-time County employees in the classifications of Criminal Investigator I/II and Senior Criminal Investigator in the District Attorney investigators bargaining unit; and

Whereas, the Memorandum of Understanding (MOU) recognizes compensation under Article 7; and

Whereas, the vacancy rate for full-time allocated County positions was at 17% in July 2022; and

Whereas, the high vacancy rate is impacting the overall capacity for the County to deliver services the public relies on in an efficient and timely manner; and

Whereas, the County and SCDAIA agree the recruitment and retention of County employees is a top priority for both organizations; and

Whereas, providing greater economic certainty for County employees regarding their wages over time and incentives for individuals to join and stay within the organization is one key strategy to address the recruitment and retention issue; and

Whereas, on July 8, 2022, the County and SCDAIA entered into a tentative agreement to approve economic incentives for SCDAIA bargaining unit members; and

Whereas, on August 16, 2022, the Stanislaus County Board of Supervisors approved a Board Agenda Item authorizing an extension of the current MOU and economic incentives contained in the tentative agreement dated July 8, 2022; and

Therefore, the term of the current Memorandum of Understanding from July 1, 2021, through June 30, 2024, has been extended for an additional year from July 1, 2024, through June 30, 2025. The SCDAIA MOU will expire on the new expiration date of June 30, 2025; and

Therefore, effective the first full pay period after Board of Supervisor approval, the pay period beginning on August 27, 2022, all employees in the District Attorney investigators bargaining unit will receive a base salary increase of five percent (5%); and

Therefore, effective the first full pay period after July 1, 2024, all employees in the District Attorney investigators bargaining unit will receive a base salary increase of three and a half percent (3.5%); and

Therefore, the following Employee Choice Bonus Plan will be available for all current eligible active full-time employees represented by SCDAIA or those hired on or before June 30, 2025, to choose one of the three incentive options (one-time option, non-revocable):

Option 1 – Bonus Leave Time

- 168 hours of Bonus Leave time allocated at 56 hours per installment.
- Bonus Leave Time will be administered in the same capacity as standard vacation including compensation rate, request and approval, and reporting expectations.
- Bonus Leave Time will have no cash value and cannot be cashed out at resignation, termination, or retirement.
- Must use the Bonus Leave Time prior to the expiration date as there is no carry over after the bonus leave time expires. Employees are responsible for ensuring requests for use are appropriately managed in concert with organizational needs and in alignment with vacation use provisions of County Policy and the SCDAIA MOU, as applicable.

Option 2 – Bonus Cash Payment (Default if employee declines to make choice)

- One month of salary (168 hours) paid in cash over three installments at the highest step or top of band of the classification held by the employee at each vesting date.
- Minimum amount of each payment will be \$1,666.67 and a maximum payment of \$3,333.37 (base hourly rate of pay for the classification multiplied by 56). The amount on each payment date may change depending upon an employee's individual circumstance.
- Total minimum amount received will be \$5,000.01 and maximum will be \$10,000.02 paid over three installments.
- Applicable taxes will be applied and withheld.
- The Bonus Cash Payment is non-pensionable.

Option 3 – Bonus Deferred Compensation Contribution

- One month of salary (168 hours) paid over three installments into the employee's Nationwide Deferred Compensation account at the highest step or top of band of classification held by the employee at each vesting date.
- Minimum amount of each payment will be \$1,666.67 and a maximum payment of \$3,333.37 (hourly base wage multiplied by 56). The amount on each payment date may change depending upon an employee's individual circumstance.
- Total minimum amount received will be \$5,000.01 and maximum will be \$10,000.02 paid over three installments.
- Applicable taxes will be applied and withheld.
- The Bonus Deferred Compensation Contribution is non-pensionable.

Eligibility for Employee Choice Bonus Plan

- Must be an active full-time employee on each vesting date and during the pay period of the payment date to receive each payment.

- Full-time employees on an unprotected unpaid leave on the vesting date are ineligible for that specific payment.
- Employees that separate from full-time service prior to a vesting date will no longer be eligible for that specific payment.
- Employees that receive one or two payments, separate from full time service and then return to full time service are excluded from eligibility to receive further payments of any kind.
- Employees that leave the full-time service prior to receiving any payments, and then return to full-time service on or before June 30, 2025, are eligible to receive future payments in accordance with their new hire or rehire date.

Choice Plan Schedule

Hire Date (on or between)	Payment Schedule						Bonus Leave Expires
	First		Second		Third		
<i>[into Full-Time status]</i>	Vesting	Payment	Vesting	Payment	Vesting	Payment	
Current 31-Jul-22	21-Oct-22	30-Nov-22	22-Sep-23	01-Nov-23	20-Sep-24	30-Oct-24	31-Dec-25
1-Aug-22 31-Dec-22	24-Mar-23	03-May-23	22-Mar-24	01-May-24	21-Mar-25	30-Apr-25	31-Dec-26
1-Jan-23 30-Jun-23	22-Sep-23	01-Nov-23	20-Sep-24	30-Oct-24	19-Sep-25	29-Oct-25	31-Dec-26
1-Jul-23 31-Dec-23	22-Mar-24	01-May-24	21-Mar-25	30-Apr-25	20-Mar-26	29-Apr-26	31-Dec-27
1-Jan-24 30-Jun-24	20-Sep-24	30-Oct-24	19-Sep-25	29-Oct-25	18-Sep-26	28-Oct-26	31-Dec-27
1-Jul-24 31-Dec-24	21-Mar-25	30-Apr-25	20-Mar-26	29-Apr-26	19-Mar-27	28-Apr-27	31-Dec-28
1-Jan-25 30-Jun-25	19-Sep-25	29-Oct-25	18-Sep-26	28-Oct-26	17-Sep-27	27-Oct-27	31-Dec-28

*Subject to change based on future payroll calendars issued by Auditor Controller - Payroll
 ** For those employees at BHRS, CSA or HSA (HR1 & SA1) the vesting date is one day later

All other provisions in the current MOU will remain in full force and effect. This agreement will be finalized after signatures by all parties.

For the County:


 Jody Hayes (Aug 31, 2022 12:10 PDT)
 Jody Hayes, CEO

For SCDAIA:


 Gerard Hilgart, SCDAIA President