

**SIDE LETTER BETWEEN  
CONTRA COSTA COUNTY AND  
THE DISTRICT ATTORNEY INVESTIGATORS' ASSOCIATION**

This Side Letter is by and between Contra Costa County ("County") and the District Attorney Investigators' Association ("Association") and is effective following ratification by the Association and approval of the Board of Supervisors.

The County and the Association agree to modify Sections 5.1, 5.15, 6, and 40.4, of the Memorandum of Understanding (MOU) between the County and the Association and to incorporate the Side Letter approved November 9, 2021, as follows:

- A. Attachment A: Section 5.1 – General Wages
- B. Attachment B: Side Letter adding Section 5.15 – Certification Rule
- C. Attachment C: Section 6 – Days and Hours of Work
- D. Attachment D: Section 40.4 – Duration of Agreement
- E. Attachment E: Section 9 – On-Call/Call Back

The terms of this Side Letter will be incorporated into the next MOU between the County and the Association. Except as specifically amended or excluded by this Side Letter, all other terms and conditions of the MOU between the County and the Association remain unchanged.

Date: 1-19, 2023

**Contra Costa County:**

**District Attorney Investigators' Assoc.**

*(Signature / Printed Name)*

*(Signature / Printed Name)*

Rebecca Cox / Rebecca Cox      Cheri Schiele / Cheri Schiele

\_\_\_\_\_/\_\_\_\_\_

\_\_\_\_\_/\_\_\_\_\_



ATTACHMENT A  
DAIA  
SECTION 5 - SALARIES

**SECTION 5 – SALARIES**

**5.1 General Wages.**

The base rate of pay for all classifications represented by the District Attorney Investigators' Association will be increased as follows:

- A. Effective July 1, 20~~23~~<sup>19</sup>, or the first day of the month following adoption by the Board of Supervisors, whichever is later, the base rate of pay will be increased by five percent (5%).
- B. Effective July 1, 20~~24~~<sup>20</sup>, the base rate of pay will be increased by ~~four~~ five percent (~~4~~5%).
- C. Effective July 1, 20~~25~~<sup>21</sup>, the base rate of pay will be increased by ~~four~~ five percent (~~4~~5%).
- ~~D. Effective July 1, 2022, the base rate of pay will be increased by four percent (4%).~~
- DE. The time between steps in the salary ranges will be as follows: 6 months between Step 1 and Step 2; 12 months between each of steps 2 through step 7 and 19 months between step 7 and step 8.

***[The remainder of Section 5 is unchanged unless otherwise amended by this Side Letter.]***



ATTACHMENT B  
DAIA  
SECTION 5.15 – CERTIFICATION RULE

**SECTION 5 – SALARIES**

***[Subsections 5.1 – 5.14 are unchanged unless otherwise amended by this Side Letter.]***

**5.15 Certification Rule.** On each request for personnel from an open employment list for the classification of District Attorney Senior Inspector (Job Code – 6KVA), all names shall be certified. The appointing authority must, before selection, contact the eligible and interview all interested eligible above the rank of the person selected for appointment.



ATTACHMENT C  
DAIA  
SECTION 6 – DAYS AND HOURS OF WORK

**SECTION 6 – DAYS AND HOURS OF WORK**

**6.1 Definitions.**

- A. Regular Work Schedule:** A regular work schedule is eight (8) hours per day, Monday through Friday, inclusive, for a total of forty (40) hours per week. Unless expressly authorized by the District Attorney, District Attorney Chief of Inspectors, or their designee(s), employees are automatically assigned to a regular work schedule. The District Attorney, District Attorney Chief of Inspectors, or their designee(s) have the sole discretion to authorize, assign employees to, or remove employees from alternate work schedules, flexible work schedules, 4/10 work schedules, or 9/80 work schedules. Removal from or alteration to an alternate, flexible, 4/10, or 9/80 work schedule shall not be subject to the grievance procedure of this MOU.
- B. Alternate Work Schedule:** An alternate work schedule is any work schedule where an employee is regularly scheduled to work five (5) days per week, but the employee's regularly scheduled two (2) days off are NOT Saturday and Sunday.
- C. Flexible Work Schedule:** A flexible work schedule is any schedule that is not a regular, alternate, 9/80, or 4/10 work schedule and where the employee is not scheduled to work more than 40 hours in the "workweek" as defined in paragraph F below.
- D. 4/10 Work Schedule:** A 4/10 work schedule is four (4) ten (10) hour days in a seven (7) day period, for a total of forty (40) hours per week.
- E. 9/80 Work Schedule:** A 9/80 work schedule is where an employee works a recurring schedule of thirty-six (36) hours in one calendar week and forty-four (44) hours in the next calendar week, but only forty (40) hours in the designated workweek, as defined in paragraph G below. In the thirty-six (36) hour calendar week, the employee works four (4) nine (9) hour days and has the same day off of the week that is worked for eight (8) hours in the forty-four (44) hour calendar week. In the forty-four (44) hour calendar week, the employee works four (4) nine (9) hour days and one (1) eight (8) hour day.
- FB. Workweek for Employees on Regular, Alternate, Flexible, and 4/10 Work Schedules:** For employees on a regular, alternate, flexible, and 4/10 work schedules, the workweek begins at 12:01 a.m. on Monday and ends at 12 midnight on Sunday.
- G. Workweek for Employees on a 9/80 Work Schedule:** The 9/80 workweek begins on the same day of the week as the employee's eight (8) hour work day and regularly scheduled 9/80 day off. The start time of the workweek is four (4)

**ATTACHMENT C**  
**DAIA**  
**SECTION 6 – DAYS AND HOURS OF WORK**

hours and one (1) minute after the start time of the eight (8) hour workday. The end time of the workweek is four (4) hours after the eight (8) hour workday start time. The result is a workweek that is a fixed and regularly recurring period of seven (7) consecutive twenty-four (24) hour periods (168 hours).



ATTACHMENT D  
DAIA  
SECTION 40.4 – DURATION OF AGREEMENT

**SECTION 40 – SCOPE OF AGREEMENT & SEPARABILITY OF PROVISION**

***[The Subsections 40.1 – 40.3 are unchanged unless otherwise amended by this Side Letter.]***

**40.4 Duration of Agreement.** This Agreement will continue in full force and effect from July 1, 20~~23~~<sup>19</sup> to and including June 30, 20~~26~~<sup>3</sup>. Said Agreement shall automatically renew from year to year thereafter unless either party gives written notice to the other prior to sixty (60) days from the aforesaid termination date of its intention to amend, modify or terminate the Agreement.



ATTACHMENT E  
DAIA  
SECTION 9 – ON-CALL/CALL BACK

**SECTION 9 – ON-CALL/CALL BACK**

The Senior Inspector will be on-call for one (1) week intervals, ~~beginning at 0800 hours on a Wednesday and continuing until 0800 hours the following Wednesday~~ the beginning and end of which shall be set at the discretion of the District Attorney, District Attorney Chief of Inspectors, or their designee(s). During the on-call interval, the employee must be ready to immediately report for duty and must arrange so that a supervisor can reach the employee within ten (10) minutes or less.

A County vehicle may be used and driven home during the on-call interval, and must be used in compliance with the County Vehicle Use Policy.

Inspectors of all classes, whether or not on-call, may be called out to an incident after normal working hours, and may be required to respond in their personal vehicle. If an employee uses their personal vehicle they shall be reimbursed per Section 25 – Mileage, of this MOU.

Any employee called out to an incident after normal work hours shall receive overtime or compensatory time at the appropriate rate for actual hours worked plus one (1) hour. An employee who is called back after normal working hours shall be paid a minimum of two (2) hours at the appropriate rate for each call back.

Employees who are assigned in writing to on-call status will be compensated at the rate of two hundred seventy-two dollars and fifty cents (\$272.50) per week.

①Sehwo

1-19-2023

