

**SIDE LETTER AGREEMENT
BETWEEN
CONTRA COSTA COUNTY AND
THE DEPUTY DISTRICT ATTORNEYS' ASSOCIATION**

This Side Letter is by and between the Deputy District Attorneys Association ("DDAA") and Contra Costa County ("County") and is effective on ~~June 13, 2023~~ July 1, 2023 following approval of the Board of Supervisors.

This side letter amends the Memorandum of Understanding between the County and DDAA (July 1, 2022- June 30, 2026) to reflect changes made to the classification series and updates to those Sections applicable to those classifications as follows:

SECTION 1 - ASSOCIATION RECOGNITION

The Association is the formally recognized employee organization for the representation units listed below, and such organization has been certified as such pursuant to Board of Supervisor's Resolution 2008/132, dated March 11, 2008.

2KTF	Deputy District Attorney – Basic Level
2KTG	Deputy District Attorney – Advanced
2KWD	Deputy District Attorney – Fixed Term
<u>2KWA</u>	<u>Deputy District Attorney I</u>
<u>2KVA</u>	<u>Deputy District Attorney II</u>
<u>2KTA</u>	<u>Deputy District Attorney III</u>
<u>2KTB</u>	<u>Deputy District Attorney IV</u>

SECTION 22 – ANNUAL ADMINISTRATIVE LEAVE

- A. On January 1st of each year, full-time employees in paid status and in the classifications of ~~District Attorney – Basic Level, Deputy District Attorney – Advanced, and Deputy District Attorney Fixed Term~~, Deputy District Attorney I, Deputy District Attorney II, Deputy District Attorney III, and Deputy District Attorney IV will be credited with ninety four (94) hours of paid Administrative Leave. Annual Administrative leave must be used during the calendar year in which it is credited and any unused hours may not be carried forward.
- B. Permanent part-time employees are eligible for administrative leave on a prorated basis, based upon their position hours. Permanent-intermittent employees are not eligible for administrative leave.
- C. Full-time employees in paid status and in the classifications of ~~District Attorney – Basic Level, Deputy District Attorney – Advanced, and Deputy District Attorney Fixed Term~~, Deputy District Attorney I, Deputy District Attorney II, Deputy District Attorney III, and Deputy District Attorney IV positions are eligible for Management Administrative Leave on the first day of the month following their hire/promotion date

and will receive Management Administrative Leave on a prorated basis for that first year.

SECTION 23 – VACATION BUY-BACK

~~Deputy District Attorney—Basic Level, Deputy District Attorney—Advanced, and Deputy District Attorney Fixed Term, Deputy District Attorney I, Deputy District Attorney II, Deputy District Attorney III, and Deputy District Attorney IV~~ may elect payment of up to one-third (1/3) of their annual vacation accrual, subject to the following conditions: (1) the choice can be made only once in each calendar year; (2) payment is based on an hourly rate determined by dividing the employee's monthly salary by 173.33; and (3) the maximum number of vacation hours that may be paid in any calendar year is one-third (1/3) of the annual accrual.

Where a lump-sum payment is made to employees as a retroactive general salary adjustment for a portion of a calendar year that is subsequent to the exercise by an employee of the vacation buy-back provision herein, that employee's vacation buy-back will be adjusted to reflect the percentage difference in base pay rates upon which the lump sum payment was computed, provided that the period covered by the lump-sum payment includes the effective date of the vacation buy-back.

SECTION 28 – LAW SCHOOL STUDENT LOAN REIMBURSEMENT PROGRAM

For purposes of retention and to bridge the gap between the newer attorneys and those attorneys that qualify for longevity pay.

A. Eligibility: ~~Fixed term employees and those employees that are converted from fixed term to regular employees. The measuring period runs from date of hire to anniversary date.~~ Deputy District Attorneys in all Deputy District Attorney classifications. The measuring period runs from date of hire to anniversary date. Such payments shall only be made to employees in paid status when eligible on the payroll as of the date of ratification of this agreement.

B. Qualifying amounts and terms:

i. First Payment: ~~If during or upon completion of the third consecutive year of employment as a full-time Deputy District Attorney Fixed Term employee (hereafter "fixed term employee"), a fixed term employee is employed as a Deputy District Attorney—Basic Level (hereafter "regular employee"), such employee~~ After completion of the third consecutive year of employment as a regular full-time employee in the classifications of Deputy District Attorney Fixed Term, Deputy District Attorney I, II, III, or IV, the eligible Deputy District Attorneys are is eligible to receive \$2,000 for purposes of reimbursement for law school student loan payments.

ii. ~~For those employees that are not retained and not converted to regular employees, upon completion of their ninth consecutive month of~~

~~employment in their third year, an amount not to exceed \$1000 will be payable to eligible employees.~~

- ~~iii.~~ iii. **Second Payment:** ~~After conversion from a fixed term employee to a regular employee in the fourth full year of employment with the County, at the conclusion of twelve consecutive months of service,~~ After the completion of the fourth year of employment as a regular full-time employee with the County (twelve consecutive months of service), the eligible Deputy District Attorneys are eligible to receive \$3000 for purposes of reimbursement for law school student loan payments.
- ~~iiiiv.~~ iiiiv. **Third Payment:** After the completion of the fifth full year of employment as a regular full-time employee, (twelve consecutive months of service) the eligible Deputy District Attorneys are eligible to receive \$4000 for purposes of reimbursement for law school student loan payments.
- ~~ivv.~~ ivv. **Fourth Payment:** After the completion of the sixth full year of employment as a regular full-time employee, (twelve consecutive months of service) the eligible Deputy District Attorneys are eligible to receive \$6000 for purposes of reimbursement for law school student loan payments.
- ~~vvi.~~ vvi. For persons employed less than forty hours per week, the law school reimbursement amount shall be adjusted proportionately to the percentage of time the person is actively working throughout the respective year.
- ~~viivii.~~ viivii. For each claim for reimbursement, employee must supply documentation reflecting the existence of an outstanding student loan.
- ~~viiiviii.~~ viiiviii. This program is not available to those attorneys that have paid off their law school student loans or to those attorneys that have not incurred student loans.
- ~~viiiix.~~ viiiix. The law school loan reimbursement program will not exceed \$15,000 for any one person.
- ~~ixx.~~ ixx. The above payments are subject to applicable state and federal withholding, if any.

SECTION 35 – CERTIFICATION RULE

On each request for personnel from an open employment list for the classification of Deputy District Attorney- Fixed Term, Deputy District Attorney I, Deputy District Attorney II, and Deputy District Attorney III (Job Codes -2KWD, 2KWA, 2KVA, and 2KTA), all names shall be certified. The appointing authority must, before selection, contact the eligibles and interview all interested eligible above the rank of the classification of the person selected for appointment. The employment lists for all other classifications must comply with the requirements of the the County's Personnel Management Regulations.

The terms of this Side Letter will be incorporated into the next MOU between the County and DDAA. Except as specifically amended or excluded by this Side Letter, all other terms and conditions of the MOU between the County and DDAA (July 1, 2022- June 30, 2026) remain unchanged by this Side Letter.

Date: 5/17/2023

Contra Costa County:
(Signature / Printed Name)

DocuSigned by:
Rebecca Cox / Rebecca Cox
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DocuSigned by:
Simon O'Connell / Simon O'Connell
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DocuSigned by:
Ryan Wagner / Ryan Wagner
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Deputy District Attorneys' Association:
(Signature / Printed Name)

DocuSigned by:
Scott Prosser / Scott Prosser
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