

STAFF REPORT

BOARD MEETING DATE:	October 29, 2024
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CATEGORY: Consent Calendar 23

SUBJECT: Adopt a resolution which approves an amendment to the Memorandum of Understanding with the Shasta County UPEC Professional Unit which implements a hiring sign-on bonus pilot program for the Deputy District Attorney I/II/III and Deputy Public Defender I/II/III classifications.

DEPARTMENT: Support Services

SUPERVISORIAL DISTRICT #: All

DEPARTMENT CONTACT: Monica Fugitt, Director of Support Services, (530) 225-5515

STAFF REPORT APPROVED BY: Monica Fugitt, Director of Support Services

<u>Vote Required?</u> Simple Majority Vote	<u>General Fund Impact?</u> No Additional General Fund Impact
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RECOMMENDATION

Adopt a resolution, effective October 29, 2024, adopting the First Amendment to the Memorandum of Understanding (MOU) with the Shasta County UPEC Professional Unit for the period May 1, 2023, through April 30, 2025, which implements a hiring sign-on bonus pilot program for the Deputy District Attorney I/II/III and Deputy Public Defender I/II/III classifications.

DISCUSSION

The Shasta County District Attorney and Public Defenders’ Offices are experiencing, or have recently experienced, significant difficulties in recruiting and hiring to fill Deputy District Attorney I/II/III and Deputy Public Defender I/II/III positions. Many public agencies have implemented hiring bonuses as a tool to assist in attracting qualified applicants to these positions.

The County sees merit in requesting approval of a program to offer hiring sign-on bonuses to these specific classifications that have experienced significant recruitment challenges. The sign-on hiring bonuses would be paid in two-installments totaling \$15,000; half at initial hiring and half upon successful completion of probation.

As a condition of receiving a hiring sign-on bonus, new hires must not have been employed by the County of Shasta in the immediate preceding 36 months and would be required to sign an Agreement to remain employed with the Shasta County District Attorney or Public Defender’s Office for at least three full years from the date of hire or be responsible for a pro-rata repayment of any applicable sign-on bonus.

The hiring sign-on bonuses will only be available to qualified employees hired into one of the above-referenced job classifications from October 29, 2024, through June 30, 2025. Upon the written approval of the County Executive Officer and after written notification to the Union, this program may be extended for subsequent fiscal years. 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 each fiscal year.

Hiring sign-on bonuses are not included in calculation of retirement contribution. Payments would be included in the employee's regular payroll and subject to all applicable payroll taxes.

ALTERNATIVES

The Board may choose to not approve this recommendation. This is not recommended as the Departments will continue to

experience difficulty in hiring qualified candidates, especially without sign-on bonuses which are commonly offered by many competing agencies.

OTHER AGENCY INVOLVEMENT

The MOU amendment has been reviewed by the UPEC – Professional bargaining unit. The proposed recommendation has been reviewed by the District Attorney's Office, Public Defender's Office and County Administrative Office. County Counsel has reviewed the resolution implementing the MOU amendment and approved as to form.

FISCAL IMPACT

The hiring sign-on bonus program for both the District Attorney and Public Defenders' Offices will be funded through AB 109. The total cost of each sign-on bonus is \$15,000, split over two fiscal years. The total dollar amount to be expended on this sign-on bonus program is unknown at this time as the project will be contingent on the number of vacancies existing and that occur during each fiscal year as well as whether candidates accept the terms of the sign-on bonus agreement. However, the continuation of the program in each year will be contingent upon the Board of Supervisors appropriating funds in each fiscal year, and the program may be discontinued at any time.

ATTACHMENTS:

- 1: UPEC Prof MOU Resolution and 1st Amendment
- 2: Sign On Bonus Agreement - DDA
- 3: Sign On Bonus Agreement - DPD