

**SIDE LETTER OF AGREEMENT  
BETWEEN  
COUNTY OF RIVERSIDE**

**AND**

**RIVERSIDE COUNTY DEPUTY DISTRICT ATTORNEYS' ASSOCIATION**

This Side Letter of Agreement ("Agreement") between the County of Riverside ("County") and the Riverside County Deputy District Attorneys Association ("RCDDAA") (collectively "Parties") is entered into with respect to the following:

The Parties agree to amend Section 11 of Article V, Pay Practices of the 2021-2025 Memorandum of Understanding ("MOU") as follows:

Section 11. District Attorney Department Merit Based Compensation Program

- C. Starting with employee annual performance evaluations which are due on or after March 1, 2023, "Classic members" (employees hired before January 1, 2013, and are not subject to PEPRA) who have been employees in the District Attorney's Office and have at least two (2) years' of employment with Riverside County, and "New Members" (employees hired on or after January 1, 2013 and are subject to PEPRA) effective upon their date of hire are subject to the following:
1. Employees receive an overall rating on their performance evaluation with an evaluation rating of 1 through 5. The overall evaluation rating on the performance evaluation will impact the employee as follows:
    - a. Overall Evaluation Rating of 1 or 2: The District Attorney or his/her designee shall suspend or deny an anniversary increase if the employee is not at the maximum of his/her range.
    - b. Overall Evaluation Rating of 3 – 3.44: The employee shall receive an anniversary increase if the employee is not at the maximum of his/her range.
    - c. Overall Evaluation Rating of 3.45 – 3.74: The employee shall receive an anniversary increase if the employee is not at the maximum of his/her range and one and one half percent (1.5%) of base salary for performance pay. Base salary does not include overtime or any additional pay provided by this MOU. An employee at the maximum of his/her range will only receive the performance pay.
    - d. Overall Evaluation Rating of 3.75 or above: The employee shall receive an anniversary increase if the employee is not at the maximum of his/her range and three percent (3.0%) of base salary for performance pay. Base salary does not include overtime or any additional pay provided by this MOU. An

employee at the maximum of his/her range will only receive the performance pay.

- e. The above ratings will sunset February 29, 2024.
2. Payments for performance pay will be issued to an employee not later than four pay periods following the issuance of his/her performance evaluation with an overall evaluation rating of a 3.45 or above. The parties agree that the final decision regarding performance evaluations and overall scores will be solely within the District Attorney or their designee's discretion.
  3. The parties agree that the performance pay provided for an overall evaluation rating of 3.45 or above is non-pensionable and will not be reported as compensation earnable or pensionable compensation to CalPERS. The parties have knowingly agreed to a "hybrid pay" which is a combination of longevity and performance to ensure this pay is not pensionable. The parties have added the two-year longevity requirement for "Classic Members" in part to ensure that this pay is not pensionable since the pay is not being offered to the entire group or class of employees in the District Attorney's Office. The parties believe that per the case of DiCarlo v. the County of Monterey, this pay is not pensionable. If CalPERS were to ever disagree, it would immediately trigger a reopener so that the parties can modify the provision to ensure that the pay is not pensionable. The parties further agree that the performance pay for an overall rating of 3.45 or above, without longevity for "New Members," is not pensionable under PEPRA.

This amendment will be effective the first full pay period following the date signed by both parties.

**FOR THE COUNTY OF RIVERSIDE**

  
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Steven Espinoza,  
Assistant Human Resources Director

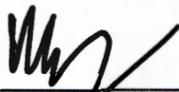
4/26/2023  
\_\_\_\_\_  
Date

**FOR THE DISTRICT ATTORNEY'S OFFICE**

  
\_\_\_\_\_  
Jared A. Haringsma,  
Assistant District Attorney  
District Attorney Administration

4/26/2023  
\_\_\_\_\_  
Date

**FOR THE RIVERSIDE COUNTY DEPUTY DISTRICT ATTORNEYS'  
ASSOCIATION**



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Matt Murray,  
President of the RCDDAA

4/25/23

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Date