

MEMORANDUM OF UNDERSTANDING

UNDERSTANDING BETWEEN THE

SIERRA COUNTY DEPUTY SHERIFF'S

ASSOCIATION BARGAINING UNIT



AND

THE COUNTY OF SIERRA



March 1, 2025

To

February 29, 2028

MEMORANDUM OF UNDERSTANDING

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SECTION 1- PREAMBLE

1.1 PARTIES

This Memorandum of Understanding (MOU) is entered into by and between the County of Sierra, a political subdivision of the State of California (hereinafter referred to as the “County”), and the Sierra County Deputy Sheriffs' Association, represented by Mastagni Holstedt, A.P.C. (hereinafter referred to as the SCDSA).

This Memorandum of Understanding (MOU) incorporates four distinct job classifications represented by the SCDSA:

1. **Deputy Sheriff** refers to all classes of sworn peace officers represented by the SCDSA.
2. **Dispatch/Correctional Officer** includes all classes of Dispatch/Correctional staff represented by the SCDSA.
3. **Probation Officer** includes all classes of probation officers represented by the SCDSA.
4. **Clerical Staff** refers to all classes of clerical staff within both the Sheriff’s Office and the Probation Department and represented by the SCDSA.

This MOU recognizes that while all classifications are covered under a single agreement, certain sections may specify different wages, hours, and other terms and conditions of employment based on classification and operational needs. It encompasses employees from both the Sheriff’s Office and the Probation Department.

Throughout this MOU, the term "Department Manager" is used. For matters relating to employees of the Probation Department, the “Department Manager” refers to the Probation Chief. For matters relating to employees of the Sheriff’s Office, it refers to the Sheriff.

The term "Designee" refers to a Supervisor authorized by the Department Manager to make decisions on their behalf. This may include a Deputy Sheriff, Dispatch/Correctional Officer, or

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Probation Officer who has been assigned as the Officer in Charge (OIC), or who has otherwise been designated to act with the authority of the Department Manager.

Unless specifically stated otherwise, the following terms are used throughout this MOU to differentiate between job classifications:

1. Deputy Sheriff
2. Dispatch/Communications Officers
3. Probation Officer
4. Clerical Staff

1.2 PURPOSE

The purpose of this Memorandum of Understanding (MOU) is to promote and maintain harmonious relations between the County and the SCDSA, to provide for the equitable and peaceful resolution of differences that may arise, and to establish wages, hours, and other terms and conditions of employment.

This MOU is further intended to address matters subject to collective bargaining pursuant to the Myers-Milias-Brown Act (Government Code §3505 et seq.), as they apply to all employees previously designated as represented by the SCDSA under Resolution No. 95-276, and any amendments thereto.

This MOU supersedes all prior Memoranda of Understanding executed between the County and the SCDSA.

SECTION 2 - RECOGNITION

2.1 EXCLUSIVE REPRESENTATIVE

The County recognizes the SCDSA as the exclusive bargaining representative for all employees in the SCDSA, including employees of the Sierra County Sheriff's Office and the Sierra County Probation Department, except for the positions of Sheriff, Undersheriff, Probation Chief and Assistant Chief if designated by the County as management.

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2.2 JOB CLASSIFICATIONS

Deputy Sheriffs	Dispatch/Corrections Officer	Probation Officer	Clerical
Sheriff's Lieutenant	Dispatch/Corrections I / II / III	Probation Officer I / II / III	Executive Assistant to the Sheriff
Sheriff's Sergeant	Dispatch/Correctional Sergeant	Senior Probation Officer	Probation Specialist
Detective			
Sheriff's Corporal			
Chief Civil Deputy			
Deputy Sheriff I / II / III			
Community Services Officer			

2.3 NEW OR RECLASSIFIED POSITIONS

All new full-time sworn peace officer positions and all full-time non-sworn employees of the Sierra County Sheriff's Office and the Sierra County Probation Department shall be included in the SCDSA.

If the County intends to assign a new position outside of this bargaining unit, the County and the SCDSA shall meet as necessary to discuss the appropriate unit placement. No such assignment shall be made without first meeting and conferring with the SCDSA in advance of any final decision.

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SECTION 3 - UNION RIGHTS

3.1 MEETINGS

SCDSA representatives shall have the right to contact individual employees within the SCDSA on matters related to SCDSA business. Such contact may take place at the employees' work site during normal business hours, with prior approval from the employee's supervisor. These contacts shall be kept to a minimum to avoid unreasonable disruption of County operations. Approval of such contact shall not be unreasonably denied.

Authorized SCDSA representatives may conduct meetings with employees on matters within the scope of representation at County facilities, before or after shifts and during meal periods, provided that reasonable notice is given in advance to the Department Manager or their designee.

The SCDSA may use County facilities for meetings involving off-duty employees and SCDSA business, provided a request is made reasonably in advance and approval is obtained from the Department Manager responsible for the facility. Approval shall be granted on the same basis as for other organizations.

3.2 COMMUNICATIONS

The SCDSA shall have the right to reasonable use of designated space on County bulletin boards and access to the County email system for communication with bargaining unit employees. The SCDSA may also use the County telephone system to communicate with departmental employees.

3.3 EMPLOYEE LABOR RELATIONS TRAINING

A total of two (2) SCDSA members, regardless of whether they are employed by the Sheriff's Office or the Probation Department, shall be allowed two (2) days off with pay and benefits each year to attend training related to labor relations and employee-employer matters. The designated employees shall be selected by the SCDSA, which shall notify the County at least thirty (30) days in advance of the scheduled training. The County reserves the right to deny such requests for good cause, including, but not limited to, local emergencies or insufficient staffing to cover essential shifts during the requested time.

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The County shall not be responsible for any travel or per diem expenses associated with such training; all such costs shall be the responsibility of the SCDSA.

3.4 DISCRIMINATION

The County agrees not to discriminate against any employee for their membership in, or activity on behalf of, the SCDSA, provided such activity is conducted in accordance with the County Code, any applicable Memorandum of Understanding (MOU), and the Sheriff's Office and Probation Department policy, or state/federal law.

Likewise, the SCDSA agrees not to discriminate against the County, its representatives, agents, or managers on the basis Union or non- SCDSA membership, or in the exercise of their official duties under any applicable Memorandum of Understanding (MOU), and the Sheriff's Office and Probation Department policy, or state/federal law.

The SCDSA further agrees not to interfere with, intimidate, or coerce any employee in the exercise of their rights under applicable law, including the right to join or refrain from joining the SCDSA.

Nothing in this section shall restrict the SCDSA from lawfully representing its members or pursuing grievances or disputes in accordance with this MOU, applicable law, or County policy.

3.5 AGENCY SHOP

In accordance with the Janus v. AFSCME decision and applicable provisions of the Meyers-Milius-Brown Act (MMBA), including Government Code Section 3502.5, no employee shall be required to join or financially support the SCDSA as a condition of employment.

SCDSA membership and dues deductions are strictly voluntary. Employees may authorize the payroll deduction of SCDSA dues, and such authorization shall be revocable in accordance with applicable law and the terms of the authorization.

The SCDSA is responsible for maintaining records of employee authorizations for dues deductions and for notifying the County of any changes. The County shall rely on the information provided by the SCDSA and shall not require copies of individual authorization forms.

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The County shall not discourage or encourage membership in the SCDSA, nor interfere with employees' rights to join or refrain from joining.

SECTION 4 - MANAGEMENT RIGHTS

The County retains the sole and exclusive right to manage and direct the operations and activities of the County government, in accordance with the County Code and applicable State law. Unless specifically required by State law, the County Code, or this Memorandum of Understanding (MOU) to be subject to meet and confer obligations with the SCDSA, all rights and authority are expressly reserved to management.

The following management rights may be exercised by the County without an obligation to meet and confer:

1. Establish, modify, or discontinue the organizational structure of County departments and work units.
2. Define and determine the nature, scope, standards, and methods of service provided to the public.
3. Decide the means, methods, and staffing levels by which services are delivered; Determine whether services are to be provided directly by County staff or through outside contracts or vendors.
4. Direct, assign, and schedule employees, including the assignment of overtime; Establish and enforce performance standards and require compliance from employees; Discipline employees, including discharge, suspension, demotion, reduction in pay, written reprimands, and withholding of salary increases or benefits, for just cause.
5. Lay-off employees due to lack of work, lack of funds, or other valid reasons.
6. Adopt and enforce rules, regulations, and procedures consistent with law and the provisions of this MOU.
7. Take all necessary actions to ensure the safety and security of the public and County personnel during emergencies. If an emergency affects matters within the scope of representation, the County shall notify the SCDSA as soon as practicable.

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Impact Bargaining: While the County retains these rights, it agrees to meet and confer with the SCDSA over the impacts of the exercise of such rights, to the extent required by the Meyers-Milias-Brown Act (Government Code §3500 et seq.).

SECTION 5 - COMPLETE AGREEMENT AND WAIVER

The parties acknowledge that they have met and conferred in good faith pursuant to the Meyers-Milias-Brown Act (California Government Code §3500 et seq.) and applicable County policies, and that this Memorandum of Understanding (MOU) represents the full and complete agreement of the parties resulting from that process.

This MOU shall be in effect from **March 1, 2025, through February 29, 2028**. Except as otherwise provided below, neither party shall be obligated to reopen negotiations during the term of this agreement.

Notwithstanding the above, in the event of a material change in the County's fiscal condition, including but not limited to significant changes to the County's General Fund or department grant funding, either party may request negotiations to reopen. Such a request must be submitted in writing at least thirty (30) days in advance and must include:

1. A statement identifying the specific fiscal changes that have occurred; and
2. The issues proposed for negotiation; and
3. Specific proposals for modifications to wages and/or benefits in response to the fiscal change.

Requests to reopen negotiations under this section may only be made during the following window periods:

1. The 45-day period prior to the adoption of the preliminary County budget.
2. The 45-day period prior to the scheduled hearings on adoption of the final County budget; or
3. Within 30 days following the adoption of the final County budget.

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Upon receipt of a valid reopener request, the other party shall have an additional twenty (20) days to submit any responsive proposals or issues related to the fiscal matters raised.

SECTION 6 - SALARY AND BENEFITS

6.1 DEPUTY SHERIFFS SALARY

Salaries for all sworn Deputy Sheriff positions shall be set according to the following wage tables:

1. Table 1: Reflects wages effective March 1, 2025. This table implements a 10% wage increase.
2. Table 2: Reflects wages effective March 1, 2026, implementing an additional 2.5% wage increase.
3. Table 3: Reflects wages effective March 1, 2027, implementing an additional 2.5% wage increase.

6.2 DISPATCH / CORRECTIONAL OFFICERS SALARY

Salaries for all Dispatchers/Correctional Officers employed by the Sheriff's Office shall be set according to the following wage tables:

1. Table 1: Reflects wages effective March 1, 2025. This table implements a 5% wage increase.
2. Table 2: Reflects wages effective March 1, 2026, implementing an additional 1% wage increase.
3. Table 3: Reflects wages effective March 1, 2027, implementing an additional 1% wage increase.

6.3 PROBATION OFFICERS SALARY

Salaries for all Probation Officer positions shall be set according to the following wage tables:

1. Table 1: Reflects wages effective March 1, 2025. This table implements a 7% wage increase.
2. Table 2: Reflects wages effective March 1, 2026, implementing an additional 2.5% wage increase.
3. Table 3: Reflects wages effective March 1, 2027, implementing an additional 2.5% wage increase.

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increase.

Salaries for all Clerical Staff represented under this MOU shall be set according to the following wage tables:

1. Table 1: Reflects wages effective March 1, 2025. This table implements a 5% wage increase.
2. Table 2: Reflects wages effective March 1, 2026, implementing an additional 2.5 % wage increase.
3. Table 3: Reflects wages effective March 1, 2027, implementing an additional 2.5% wage increase.

Any regular full-time Sheriff's Deputy or Dispatch/Correctional Officer or Probation Officer who works an assigned shift during either the swing shift or graveyard shift shall receive additional compensation, referred to as shift differential pay, for the hours worked during those periods, as follows:

Swing Shift Differential - An employee working a swing shift shall receive compensation equal to 105% of their regular hourly rate for all hours worked during that shift.

For purposes of this subsection, a swing shift is defined as a shift of at least eight (8) hours in which one-half or more of the hours fall between 6:00 p.m. and 12:00 a.m. (midnight).

If a Sheriff's Deputy or Dispatch/Correctional Officer or Probation Officer assigned to a swing shift is held over or required to work additional overtime hours, they shall continue to receive the swing shift differential for the entire duration of that extended shift.

Graveyard Shift Differential - An employee working a graveyard shift shall receive compensation equal to 110% of their regular hourly rate for all hours worked during that shift.

For purposes of this subsection, a graveyard shift is defined as a shift of at least eight (8) hours in which one-half or more of the hours fall between 12:00 a.m. (midnight) and 6:00 a.m.

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If a Sheriff's Deputy or Dispatch/Correctional Officer or Probation Officer assigned to a graveyard shift is held over or required to work additional overtime hours, they shall continue to receive the graveyard shift differential for the entire duration of that extended shift.

6.6 FIELD TRAINING OFFICER (FTO) - COMMUNICATIONS TRAINING OFFICER (CTO) PAY
Employees holding the rank of Deputy Sheriff II or Communications Officer and above shall receive an additional five percent (5%) of their base pay during periods in which they are formally assigned as a Field Training Officer (FTO) or Communications Training Officer (CTO).

This premium pay shall apply only when the employee is actively performing training duties for:

1. Newly hired Deputy Sheriffs or Communications Officer, or
2. Existing employees placed on a Performance Improvement Plan (PIP).

To be eligible for this assignment and pay, the employee must be a current POST-certified Field Training Officer or Communications Training Officer.

Assignment as an FTO or CTO shall be at the discretion of the Department Manager or their designee and may be revoked at any time based on operational needs or employee performance.

6.7 P.O.S.T. SUPPLEMENTAL COMPENSATION / EDUCATIONAL INCENTIVE PAY
P.O.S.T. Certificate Supplemental Compensation applies only to Sheriff's Deputies and Dispatch/Correctional Officers.

6.7.1 DISPATCH / CORRECTIONAL OFFICERS

Dispatch/Correctional Officers shall be eligible for supplemental compensation for holding P.O.S.T. certificates as follows:

1. 2.5% of base pay for each of the following valid certificates: Intermediate, Advanced, Supervisory, or Management Certificates.
2. Total compensation under this section shall not exceed 5%, regardless of the number or combination of certificates held.

This provision corrects a previous error in the prior MOU that allowed Dispatch/Correctional Officers to receive 2.5% supplemental compensation for holding a Basic P.O.S.T. Certificate.

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No current Sheriff's Dispatch/Correctional Officer will lose the Basic P.O.S.T. Certificate supplemental pay as a result of this correction. However, this revised policy shall apply to newly hired employees in these classifications after the effective date of this MOU.

6.7.2 DEPUTY SHERIFF'S

1. 2.5% of base pay for each of the following valid certificates: Intermediate, Advanced, Supervisory, or Management Certificates.
2. Total compensation under this section shall not exceed 5%, regardless of the number or combination of certificates held.

6.8 COMPENSATION FOR COURT HOLDING OVERSIGHT

Dispatch/Correctional Officers who are assigned to physically oversee inmates in the County's Temporary Court Holding Facility shall receive compensation equal to one hundred five percent (105%) of their regular hourly rate for all hours worked while performing duties in that capacity.

This premium shall apply only during hours which the Dispatch/Correctional Officer(s) is actively assigned to the Court Holding Facility and performing inmate supervision duties.

Example – When an inmate is transported to the County's Temporary Court Holding Facility for a court appearance, the assigned Dispatch/Correctional Officer shall receive 105% of their regular hourly rate beginning at the time the inmate arrives at the facility.

The premium pay shall continue for the duration the inmate remains in custody at the facility and shall cease upon the inmate's release or transfer out of the facility. Deputy Sheriffs and/or Probation Officers who are temporarily filling in as Dispatch/Correctional Officers or otherwise assigned oversight of an inmate shall not be eligible for this additional compensation.

6.9 LONGEVITY

The Appointing Authority shall increase the salary of a permanent employee by a five percent (5%) longevity increase after five (5) years of continuous service. An additional five percent (5%) longevity increase shall be added to the salary of a permanent employee after ten (10) years of continuous service for a total of ten percent (10%) total benefit.

6.10 SENORITY BRIDGE

The Department Head may petition the Appointing Authority for a seniority bridge for the sworn

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Deputy Sheriff's series and the Probation Officer series. Upon the Appointing Authority approval, a seniority bridge may be implemented to help with recruitment and retention.

The seniority bridge applies to vacation accrual and longevity pay only. Only prior public sector service in the same or substantially similar classification will apply.

An **example** of the application of seniority bridge is a new hire that has ten (10) years of prior service as a Peace Officer as per 830 PC with a State, County or City Agency. The new hire (lateral) would be entitled to ten (10) years vacation accrual and ten (10) years longevity pay with the county.

All Non-Sworn/Civilian Employees: (Dispatcher/Corrections, Probation Specialist)

The seniority bridge applies to vacation accrual and longevity pay only. Only prior public sector service in the same or substantially similar classification for Public Safety Dispatcher, Correctional Officer or combination of such, and Probation non-sworn with similar job duties will apply.

An **example** of the application of seniority bridge is a new hire that has ten (10) years of prior service as a Public Safety Dispatcher with a State, County, or City Agency. The new hire (lateral) would be entitled to ten (10) years vacation accrual and ten (10) years longevity pay with the county.

6.11 VACATION

Time of vacation is set by Appointing Authority. Department Managers shall have full responsibility and discretion for setting vacation periods for all employees under their supervision. In doing so, they shall be guided by the good of the county service, the wishes of the individual employee, and the orderly conduct of work of the department. Refer to Sierra County Code 3.09.010 for all other provisions. The rate of accrual for permanent full-time and permanent part-time employees shall accrue as follows:

Rate of Accrual.

Vacation leave for permanent full-time and permanent part-time classified employees shall

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accrue as follows:

1. Day one through five years of continuous service: 0.0385 hours per hour.
2. Six through 10 years of continuous service: 0.0577 hours per hour.
3. Eleven through 15 years of continuous service: 0.0770 hours per hour.
4. Sixteen or more years of continuous service: 0.0962 hours per hour.

Maximum Vacation Accrual.

1. Up to six years of continuous service: 160 hours
2. Six through 10 years of continuous service: 200 hours.
3. Eleven through 15 years of continuous service: 240 hours.
4. Sixteen or more years of continuous service: 320 hours.

6.12 SICK LEAVE

Permanent full-time, permanent part-time, and extra help employees are eligible for sick leave with pay. Rate of Accrual: Sick leave of permanent full-time or permanent part-time classified employees shall accrue at the rate of 0.0462 hours per hour worked.

1. Accrual: There shall be no limit on the accrual of sick leave for an employee.
2. Length of Service Required: Sick leave may be used as accrued.
3. Refer to Sierra County Code 3.09.020 for all other provisions.

6.13 HEALTH INSURANCE: SELECTION OF HEALTH INSURANCE COVERAGE AND BENEFITS

1. The County will be entitled to select the provider of health insurance programs offered to employees. If the health insurance provider makes any changes to the coverage provided under the health insurance plans(s) provided to employees, then the County shall offer to meet and confer with employees with regard to any changes to the health insurance plan coverage and level of benefits for the employees, to the extent that such changes are within the control of the County (short of opting out of the plan). The Health Insurance provider selected by the County may require that each employee in the represented bargaining unit be enrolled as a member of the plan, as a condition of employment.
2. During the term of this MOU County shall contribute up to a maximum of \$1,020.00 for the health insurance for each full-time employee, including as applicable, his or her dependents. Notwithstanding the foregoing, if the employee is enrolled in a health insurance plan at a cost that is less than the maximum, the County shall pay only the cost of such insurance on behalf of the employee. Employees will be individually responsible

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for the cost of health insurance in excess of the County's maximum contributions as per above.

- (a) Permanent part-time employees working less than full-time but at least fifty percent (50%) of a full-time employee (FTE) will have the portion of the County contribution reduced in proportion to the percentage of full-time employees worked by the respective employees and the employee shall pay the remaining portion of the cost of any of the said health insurance plans.
- (b) The employee share of health insurance payments shall be withheld by the County from each employee's paycheck each month.

All employees will be required to be enrolled in one of the County health insurance programs; provided however, to the extent permitted under the insurance program selected by the County, employees will be given the opportunity to decline insurance based upon the employee having insurance from another source which shall meet the minimum insurance provisions that are otherwise required to be provided by an employer under the Affordable Care Act and any implementing regulations so that the County will not be subject to any penalties or taxes due to such employees not having acceptable health insurance. In any case in which an employee declines coverage per the above policy, a certificate to that effect may be required by County on a form to be provided, stating that the employee has one of the alternative forms of health insurance coverage, per above, and providing such proof of coverage as is reasonably necessary to verify that it complies with this provision. Employees who decline County-provided health insurance under these provisions, shall be eligible to receive, as additional monthly compensation, one-half of the maximum County contribution amount then in effect for employee's health insurance coverage.

6.14 RESPONSIBILITY FOR HEALTH INSURANCE PREMIUM UPON EXPIRATION OF MOU

If the parties fail to enter into a new MOU prior to the expiration of the current MOU, the County shall continue to contribute to health insurance as set forth in Section 6.12, until a new MOU is adopted or the parties fail to reach an agreement on a new MOU following the meet and confer

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process.

6.15 LIFE INSURANCE

During the term of this Memorandum of Understanding (MOU), the County shall continue to pay the full monthly premium for life insurance coverage in the amount of \$50,000 for each full-time employee covered by this MOU.

This coverage is subject to the terms and conditions of the policy issued by the selected insurance carrier, including any age-based reductions. Specifically, coverage may be reduced for employees aged 65 and older, as outlined in the policy.

In the event the parties are unable to reach agreement on a successor MOU at the expiration of this agreement, the County shall continue to provide this life insurance benefit until a new MOU is adopted, or the parties complete the meet and confer process without reaching agreement.

The County reserves the right to select or change the insurance carrier providing life insurance coverage, provided that the level of benefit remains substantially equivalent.

6.16 HOLIDAY PAY AND RECOGNIZED COUNTY HOLIDAYS

Full-time employees of the Sheriff's Office and Probation Department shall receive (8, 10, 12) hours of holiday pay for County holiday recognized under the County Personnel Code section 3.09.030. The number of hours received shall be consistent with the employees' regular/recurring scheduled shift length during that workweek, excluding any overtime or additional call-out hours.

Recognized County Holidays are as follows:

January 1 ST (New Years Day)

Third Monday in January, Dr. Martin Luther King Jr. Day

Second Monday in February (Lincoln's Birthday)

Third Monday in February (Washington's Birthday)

Last Monday in May (Memorial Day)

July 4th (Independence Day)

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First Monday in September (Labor Day)

September 9th (Admissions Day)

November 11th (Veteran's Day)

Thanksgiving Day

Friday after Thanksgiving

December 24th (Christmas Eve)

December 25th (Christmas Day)

6.17 HOLIDAY PAY – NOT SCHEDULED TO WORK

Employees who are not scheduled to work on a recognized County holiday shall receive holiday pay compensation equal to one hundred percent (100%) of their regular hourly rate at their regular/recurring scheduled shift lengths (8, 10, or 12) hours. Employees who are not scheduled to work on a recognized county holiday shall only receive holiday pay that does not count toward determining overtime compensation. Holiday pay for employees that are not regularly scheduled to work the recognized County holiday is not reportable to CalPERS.

Sheriff's Deputies, Dispatch/Correctional Officers and Probation Officers who are not scheduled to work on a recognized County holiday and are called into work or are mandated to work shall receive holiday pay compensation equal to one hundred percent (100%) of their regular hourly rate at their regular/recurring scheduled shift lengths (8, 10, or 12) hours and one hundred and fifty percent (150%) of their hourly rate for all hours actually worked on the holiday. The rate of pay for actual hours worked is two hundred and fifty percent (250%). Any contiguous hours worked before or after the regular/recurring scheduled shift shall be paid at the overtime rate of one hundred and fifty percent (150%) and only hours actually worked shall count toward determining overtime compensation.

6.18 HOLIDAY PREMIUM PAY – SCHEDULED TO WORK

Employees who are scheduled to work and do work on a recognized County holiday shall receive a holiday premium pay at one hundred and fifty percent (150%) of their regular hourly

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rate only, for all hours worked on the holiday. This premium Holiday Pay may not be combined with any other form of holiday compensation.

Holiday premium pay shall only apply to hours worked on the recognized County holiday and only hours worked shall count toward determining overtime compensation. Holiday pay is not reportable to CalPERS for overtime hours worked and is limited to the hours worked during the regular/recurring shift on the holiday. Employees scheduled/work a swing or graveyard shift are paid Holiday Premium pay for all hours worked when the shift covers two separate dates on the calendar.

Example – A Sheriff's Deputy is scheduled to work a 10-hour swing shift on a recognized County holiday. The deputy would receive one hundred and fifty percent (150%) of their regular hourly rate, and an additional (5%) swing shift differential totaling (155%) for the length of their scheduled shift. Only the 10 hours worked would be used for purposes of calculating eligibility for overtime compensation. Any additional hours worked beyond the scheduled shift would be paid at an overtime rate of one hundred and fifty percent (150%) plus the (5%) differential rate, totaling (155%), no additional holiday premium pay would be included in pay rate.

6.19 USE OF LEAVE ON RECOGNIZED HOLIDAYS

Employees shall not be permitted to use vacation leave, sick leave, or compensatory time off on a recognized County holiday.

Employees who are scheduled to work on a recognized County holiday but are absent due to sick leave, pre-approved vacation, or compensatory time off shall receive holiday pay only, and shall not be allowed to combine the holiday with any other form of paid leave. Although the employee was scheduled to work and the absence was authorized, the hours of the regularly assigned shift (8, 10, 12) hours shall still be counted toward the calculation of overtime eligibility for the applicable pay period.

Employees who are on paid leave during a recognized County holiday shall receive holiday pay equivalent to their regularly scheduled shift (8, 10, or 12) hours at a rate of one hundred percent (100%) of their regular rate. Employees on paid leave shall not be eligible for holiday premium pay, as there are not actual hours worked.

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Employees who begin a scheduled shift on a recognized County holiday but are unable to complete the shift due to illness shall be compensated at one hundred and fifty percent (150%) of their regular hourly rate for the hours worked plus any applicable shift differential and Holiday Pay at one hundred percent (100%) of their regular hourly rate for the remaining unworked hours of the assigned shift.

In such cases, the entire assigned shift length (8, 10, 12) hours shall count toward determining overtime compensation.

6.20 HOLIDAY, HOLIDAY WORKED – TIME REPORTING AND COMPENSATION

The Sierra County Auditor's Office shall maintain two distinct time reporting categories for employees claiming recognized County holiday pay covered under this MOU:

1. Holiday

This category shall apply when an employee is eligible for recognized County holiday pay but does not work on the recognized County holiday.

- a) Time reported under this category shall be compensated at one hundred percent (100%) of the employee's regular hourly rate.
- b) Hours reported as "Holiday" shall not count as hours worked for purposes of calculating overtime eligibility unless otherwise denoted in this MOU.

2. Holiday Worked

This category shall apply when an employee is required to work on a recognized County holiday. This premium Holiday pay may not be combined with any other form of holiday compensation. Holiday premium pay is tied directly to hours worked on recognized holidays.

- a) Time reported under this category shall be compensated at one hundred and fifty percent (150%) of the employee's regular hourly rate for all hours actually worked on the holiday.
- b) Only hours worked, not premium pay under this category shall count toward the calculation of overtime eligibility.

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The employees shall ensure all hours reported under these categories are properly documented on their timecard, and the County shall ensure all hours are compensated in accordance with this MOU.

SECTION 7 - RETIREMENT

7.1 PUBLIC EMPLOYEES' RETIREMENT SYSTEM

The County is a member of the California Public Employees' Retirement System (CalPERS) and participates by contract in the CalPERS retirement program. The County also participates in the federal Social Security system.

7.2 CalPERS CONTRIBUTIONS FOR SWORN (SAFETY) EMPLOYEES

The County shall continue its participation in both the California Public Employees' Retirement System (CalPERS) and the federal Social Security system.

1. Classic Safety Members (Hired Before January 1, 2013)

Sworn peace officers enrolled in the CalPERS safety employee plan whose date of hire was before January 1, 2013, shall continue to be covered under the 3% at age 55 retirement formula. These employees shall continue to contribute 9% of their gross pay toward their CalPERS retirement costs.

2. New CalPERS Members (PEPRA – Hired on or After January 1, 2013)

Employees hired by the County on or after January 1, 2013, who are considered new members under Government Code Section 7522.04, shall be enrolled in the 2.7% at age 57 retirement formula, as provided in Government Code Section 7522.25.

These employees shall pay the full employee contribution rate as established by CalPERS, subject to change in accordance with state law.

3. Non-PEPRA Employees Hired on or After January 1, 2013

Employees hired on or after January 1, 2013, who do not meet the definition of "new members" under Government Code Section 7522.04 (e.g., previously enrolled CalPERS members with a

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break in service of less than six months), shall be enrolled in the 3% at age 55 retirement formula and shall contribute 9% of their gross pay toward CalPERS retirement costs.

7.3 PERS CONTRIBUTIONS FOR NON-SWORN EMPLOYEES

The County shall continue its participation in both the California Public Employees' Retirement System (CalPERS) and the federal Social Security system for all eligible employees.

1. Classic Miscellaneous Members (Hired Before January 1, 2013)

Permanent employees (i.e., non-public safety employees, as referenced in Section 7.2) hired before January 1, 2013, shall continue to be covered under the 2.7% at age 55 CalPERS retirement formula. These employees shall continue to contribute 8% of their gross pay toward their CalPERS retirement costs.

2. New CalPERS Members (PEPRA – Hired On or After January 1, 2013)

Permanent employees hired by the County on or after January 1, 2013, who are classified as “new members” under Government Code Section 7522.04, shall be enrolled in the 2% at age 62 CalPERS retirement formula, pursuant to Government Code Section 7522.20.

These employees shall be responsible for paying the full employee contribution rate as established by CalPERS, subject to change in accordance with state law.

3. Non-PEPRA Employees Hired On or After January 1, 2013

Permanent employees hired on or after January 1, 2013, who do not meet the definition of “new members” under Government Code Section 7522.04 (e.g., returning CalPERS members with less than a six-month break in service), shall be enrolled in the 2.7% at age 55 CalPERS retirement formula.

These employees shall pay the applicable employee contribution rate as established by CalPERS.

7.4 MILITARY SERVICE CREDIT

The County agrees to continue its contract provisions with CalPERS to provide the benefits outlined in:

1. Government Code Section 21024 – Military Service Credit as Public Service, and
2. Government Code Section 21027 – Military Service Credit for Retired Persons

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for employees enrolled in the CalPERS Member Plan.

SECTION 8 — HOURS OF WORK

8.1 WORK SCHEDULES

The County shall make reasonable efforts to maintain employee work schedules in a manner consistent with current practices. However, schedules may be adjusted or modified as necessary to meet operational needs. Nothing in this section shall limit or restrict the management rights set forth in Section 4 of this MOU, including the management's right to determine and modify work schedules in accordance with the needs of the Sheriff's Office and Probation Department.

The standard schedule shall be the regularly assigned hours of work for each employee and may include a flexible schedule.

Overtime shall be administered in accordance with the County Personnel Code section 3.08.070 and this MOU. Overtime pay is not reportable to CalPERS, as it compensates for work performed outside of the employee's normal schedule. Anything outside their regular work schedule would be considered overtime.

The standard full-time work schedule for employees covered under this MOU is forty (40) hours per week, and Deputy Sheriff's eighty (80) hours in a 14-day week. A typical schedule consists of five (5) consecutive eight-hour workdays, with two (2) days off.

However, with prior approval from the Department Manager or designee, alternative or flex schedules may be authorized based on operational needs and mutual agreement. For example, an employee may work a 4/10 schedule four (4) ten-hour days per week with one regular day off and two (2) additional days off. All schedules must ensure adequate coverage and continuity of public safety services.

The Department Manager reserves the right to adjust work schedules to meet operational requirements. Any changes to an employee's regular schedule will be communicated in advance whenever possible.

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8.2 OVERTIME AUTHORIZATION

Only the Department Manager or their designee may authorize and direct an employee to work overtime.

In the event of an emergency, post-authorization of overtime may be approved by the Department Manager or their designee, provided justification is documented in accordance with each department's policy.

8.3 WORK SCHEDULES BY CLASSIFICATION

8.3.1 PROBATION OFFICERS

Employees work forty (40) hours within a seven (7) day workweek. The work week shall begin on Sunday and end on Saturday.

8.3.2 DEPUTY SHERIFF'S

Employees work eighty (80) hours over a fourteen (14) day work period, The work period shall begin on Sunday and continue through Saturday of the second week.

8.3.3 DISPATCH/CORRECTIONAL OFFICERS

Employees work a rotating two-week schedule utilizing 12-hour workdays.

1. Week 1, employees shall work three (3) days (36 Hours).
2. Week 2, employees shall work four (4) days (48 Hours).

The work period shall span fourteen (14) days, beginning on Sunday and continuing through Saturday of the second week.

8.3.4 PROBATION DEPARTMENT AND SHERIFF'S OFFICE CLERICAL STAFF

Clerical staff generally work Monday through Friday, 8-hour per day work schedule to ensure availability to the public, courts, and other justice partners during normal business hours.

However, clerical staff may work alternative flex schedules if mutually agreed upon by the employee and Department Manager, provided that the schedule continues to offer adequate service to the public, courts, and other justice partners.

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8.4 ON-DUTY MEAL PERIODS – DEPUTIES AND DISPATCH/CORRECTIONAL OFFICERS
Due to the continuous and essential nature of public safety operations, employees in the classifications of Deputy Sheriff and Dispatch/Correctional Officer shall receive on-duty meal periods as outlined below:

1. Meal Periods

Employees working shifts of five (5) hours or more shall be provided with a meal period of approximately thirty (30) minutes, which shall be:

- a) On duty, due to the nature of the work requiring the employee to remain available to respond to emergencies or operational needs.
- b) Paid, and counted as time worked for wage and overtime purposes.

2. Operational Requirements

Because Deputy Sheriffs and Dispatch/Correctional Officers must remain in radio contact or physically present at a secure facility or in the field during their shifts, employees are not relieved of all duties during the meal period. Accordingly, these breaks do not constitute unpaid, duty-free meal periods under California Labor Code § 512 or the Fair Labor Standards Act (FLSA).

3. Agreement

The parties acknowledge and agree that these on-duty meal periods are appropriate and necessary due to:

- a) The immediate and unpredictable nature of public safety duties.
- b) The requirement to remain available or in position during shifts.
- c) The continuous need to maintain coverage for emergency services, custody supervision, and dispatch operations.

4. Waiver of Off-Duty Meal Period

By agreeing to this provision, employees and the County mutually waive the requirement for an off-duty meal period, consistent with the requirements of California law and County Code.

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8.5 ON-DUTY REST BREAKS

Deputy Sheriff's and Dispatch/Correctional Officers shall be entitled to paid rest breaks in accordance with applicable law and the operational needs of the County.

1. Break Entitlement

Employees shall receive one (1) paid rest break of ten (10) minutes for every four (4) hours worked or major fraction thereof, typically resulting in:

- a) Two (2) paid rest breaks for employees working an eight (8) hour shift.
- b) Two (2) paid rest breaks for employees working a ten (10) hour shift.
- c) Three (3) paid rest breaks for employees working a twelve (12) hour or longer shift.

2. On-Duty Breaks

Due to the essential and continuous nature of public safety operations, rest breaks shall be considered on-duty time and shall be paid. Employees may be required to remain in contact via radio, phone, or at their assigned post during breaks.

3. Interruption and Rescheduling

Rest breaks may be delayed, shortened, or interrupted due to emergent calls for service, safety-related duties, or other operational needs. When a rest break cannot be taken as scheduled, the County will make reasonable efforts to provide an alternative break later in the shift, staffing and operations permitting.

4. No Penalty for Missed Breaks Due to Emergencies

No rest break penalty shall apply when an employee is otherwise authorized and permitted to take their rest period, but the break could not be taken due to an emergency or essential public safety assignment.

5. Scheduling and Coordination

Employees shall make reasonable efforts to schedule breaks in a way that ensures coverage while allowing employees to take their rest periods. The County recognizes the

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need for flexibility in accommodating rest breaks for employees working all shifts (8, 10, 12) hours.

8.6 OVERTIME COMPENSATION

Overtime may be required of any employee when the Department Manager or their designee determines it to be in the best interest of the County. Employees shall be compensated for overtime that is ordered or authorized by the Department Manager or their designee.

8.7 THE OVERTIME RATE OF PAY SHALL BE EITHER:

1. One hundred and fifty percent (150%) of their regular hourly rate for cash payment, or
2. One hundred and fifty percent (150%) of hours worked for compensatory time off. One (1) hour of overtime equates to one and a half (1.5) hours of compensatory time off.

Notwithstanding any other provision in this MOU or the County Personnel Code, overtime shall be computed solely based on hours worked. Overtime shall be earned under the following conditions:

8.8 DAILY OVERTIME THRESHOLDS

1. Any Deputy Sheriff or Dispatch/Correctional Officer or Probation Officer authorized work in excess of the employee's regular/recurring shift in a workday shall be considered overtime.

8.9 WORK ON REGULARLY SCHEDULED DAYS OFF

1. Any Deputy Sheriff or Dispatch/Correctional Officer Probation Officer authorized to work on an employee's regularly scheduled day off shall be considered overtime.
2. Intentionally changing an employee's schedule for the sole purpose of creating overtime is prohibited.

8.10 CLASSIFICATION-SPECIFIC OVERTIME PROVISIONS

8.10.1 PROBATION OFFICERS

Overtime is earned for any authorized work in excess of 40 hours in a 7-day work

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period.

8.10.2 DEPUTY SHERIFF'S

Overtime is earned for any authorized work in excess of 80 hours in a 14-day work period.

8.10.3 DISPATCH/CORRECTIONAL OFFICERS

Overtime is earned for any authorized work in excess of 40 hours in a 7-day work period.

Dispatch/Correctional Officers follow a recurring 14-day shift schedule consisting of:

1. Week 1: 3 shifts at 12 hours each (36 hours)
2. Week 2: 4 shifts at 12 hours each (48 hours)

This schedule creates eight (8) hours of recurring overtime during Week 2. Any additional hours worked during the regular three (3) day workweek shall also be considered overtime, unless sick leave, vacation, or compensatory time is used to cover shift hours.

During the four (4) day work week, employees are guaranteed no less than eight (8) hours of overtime, unless sick leave, vacation, or compensatory time is used to cover shift hours.

Examples:

If a Dispatch/Correctional Officer works all four (4) days in Week 2, they will earn eight (8) hours of overtime, eight (8) hours in excess of 40 hours in that week.

If the same employee works an additional 12-hour shift during either Week, their total hours for that week increase by twelve (12) hours. In this case, the employee would earn an additional twelve (12) hours of overtime, resulting in a total of twenty (20) hours of overtime for the 14-day period.

If the employee works all three shifts in Week 1 (36 hours) and works only three shifts in Week 2 (36 hours), missing one 12-hour shift. To maintain a full 80 hours of regular pay, the employee uses eight (8) hours of paid leave to make up the difference and reach forty (40)

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hours.

8.10.4 SHERIFF OFFICE AND PROBATION DEPARTMENT CLERICAL STAFF

Overtime is earned for any authorized work in excess of 40 hours in a standard 7-day workweek.

8.11 OVERTIME COMPUTATION AND AUTHORIZATION

1. Overtime of less than fifteen (15) minutes beyond the regular workday shall not be computed, nor shall such periods be accumulated over the course of the week.
2. Overtime of fifteen (15) minutes or more beyond the regular workday shall be rounded up to the nearest one-half ($\frac{1}{2}$) hour for compensation purposes.

For determining eligibility for overtime compensation, any sick leave, vacation leave, or compensatory time off used within a workweek on a scheduled shift shall be considered hours worked. Holiday pay, as it relates to hours worked for the purpose of determining overtime eligibility, is addressed in Section 6.13 of this MOU.

8.12 OVERTIME AUTHORIZATION AND EMERGENCY EXCEPTIONS

Subject to the limited emergency exceptions set forth below, overtime may only be earned with prior approval from the Department Manager or designee.

Employees shall not independently determine or assign themselves overtime without prior approval from the Department Manager or designee.

Overtime may be authorized when it is necessary to maintain essential public safety services or when circumstances require work beyond an employee's regular schedule. The following are examples of when overtime may be deemed appropriate:

1. Completion of Active Calls or Critical Assignments

When it is necessary to complete an active call for service or assignment that cannot be reasonably interrupted. This includes, but is not limited to:

- a) Completing arrest or incident-related documentation (e.g., arrest reports, emergency protective orders).
- b) Transporting arrestees, suspects, victims, probationers or other persons

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within the performance of assigned duties.

- c) Conducting follow-up interviews or investigations that must occur without delay.
2. **Unscheduled Absences in Critical Positions**

When an unexpected absence occurs in a position that must remain staffed to ensure uninterrupted public safety operations (e.g., dispatch, custody, patrol, bailiff or probation). Overtime may be authorized to prevent service disruption or to avoid the risk of losing associated funding or contractual obligations.
3. **Unexpected or Temporary Increases in Workload**

When an unanticipated rise in workload requires additional staffing to ensure continued delivery of critical services. This may include increased call volumes, seasonal surges, or special operations (e.g., wildfires, search warrant service, and search and rescue missions).
4. **Emergencies and Unforeseen Events**

When an emergency or other uncontrollable event necessitates a public safety response. This includes natural disasters, major incidents, mutual aid deployments, or any event where public safety or property is at risk.
5. **Agency-Directed Activities**

When attendance at meetings, training sessions, or conferences is directed or mandated by the Department Manager. Overtime is permitted for such activities only when pre-approved by the Department Manager or their designee.
6. **Voluntary or Employee-Initiated Activities**

Overtime will not be authorized for employee-initiated training, seminars, or events unless expressly pre-approved by the Department Manager or designee. Approval will be based on operational needs and benefit to the County.

8.13 EMERGENCY SITUATIONS QUALIFYING FOR RETROACTIVE APPROVAL

In the event of an emergency involving risk to life, health, or property, and where the

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response falls within the reasonable scope of the employee's job description, overtime may be worked without prior authorization, provided that:

1. The overtime is reported to the employees Department Manager or designee at the earliest opportunity, and
2. The overtime is formally approved by the Department Manager or designee.

8.14 COMPENSATORY TIME

At the employee's discretion, approved overtime may be taken as compensatory time off (CTO) in lieu of cash payment. One (1) hour of overtime equates to one and a half (1.5) hours of compensatory time off. CTO shall not exceed a maximum accrual of 140 hours. Once an employee has accrued 140 hours of CTO, all additional approved overtime shall be paid in cash at one hundred and fifty percent (150%) of their hourly rate.

The employee reserves the right to cash out all or a portion of an employee's accumulated CTO in excess of eighty (80) hours during the month of November each year. The employee must make a written request to the Sierra County Auditor's Office at least fifteen (15) days prior to the end of the pay period to cash out CTO.

Upon separation from the County, the employee shall be entitled to a cash payment equal to the dollar value of all unused (banked) compensatory time, based on the employees' hourly rate at the time of separation. Payment will be made on the county's next regular payroll cycle following the effective date of separation.

8.15 SCHEDULE SELECTION

All regular full-time employees shall work under the Standard Schedule as defined in Section 8.1, unless the employee and the Department Manager, or their designee mutually agree to utilize the Flex Schedule outlined in that same section.

8.16 POSTING OF SCHEDULES

The Department Manager or designee shall make a good faith effort to post employee work schedules at least thirty (30) days in advance.

8.17 REST BETWEEN SHIFTS

This provision applies to Probation Officers, Dispatch/Correctional Officers, and Clerical Staff.

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Work schedules for non-sworn employees shall provide a minimum of ten (10) hours of rest between the end of one shift and the beginning of the next.

If an employee is required to return to work with less than ten (10) hours of rest between shifts, they shall be compensated at a premium rate of one hundred and fifty percent (150%) of their hourly rate for all hours worked during the affected shift.

This premium pay shall not apply if the employee is already receiving overtime or other premium pay compensation for the same shift and only hours' work will be counted for purposes of calculating eligibility for overtime compensation.

8.18 SCHEDULE CHANGES

8.19 SHORT-NOTICE SCHEDULE CHANGE PREMIUM

This provision applies to Probation Officers, Dispatch/Correctional Officers, and Clerical Staff.

If a non-sworn employee's scheduled shift is changed with less than twenty-four (24) hours' notice, the employee shall be compensated at a premium rate of one hundred and fifty percent (150%) of their hourly rate for the entire shift affected by the change. Only hours worked will be counted for purposes of calculating eligibility for overtime compensation.

This premium pay shall not apply in cases of early call-ins or shift extensions and shall not apply if the employee is already receiving overtime compensation for the same shift.

A shift may be changed by mutual agreement between the employee and the Department Manager or designee with less than twenty-four (24) hours' notice. In such cases, the premium pay for short notice shift changes shall not apply.

8.20 AUTHORITY

The Department Manager or designee may authorize overtime following the criteria set forth above in section 8.20 Overtime Compensation. Only the Department Manager or the designee may authorize post-emergency overtime.

8.21 POLICY OF TIME MANAGEMENT

To minimize the use of overtime whenever possible, an employee's work shift may be temporarily altered by the Department Manager or their designee, provided the employee receives at least twenty-four (24) hours' notice of the shift change.

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Such shift changes shall not occur more than twice per calendar month without the mutual agreement of the employee and the Department Manager or designee.

8.22 SALARY AND BENEFITS — REDUCED WORK HOURS

Any full-time employee for whom a Personnel Action Form (PAF) has been executed by the employee, Department Manager, Personnel Director and subsequently approved by the Board of Supervisors, to reduce their scheduled work hours, the employee shall receive a corresponding reduction in salary and benefits proportional to the reduction in hours, provided the employee continues to work at least 50% of a full-time equivalent (FTE).

Vacation and sick leave shall accrue on a prorated basis in accordance with the provisions of this Agreement.

If the reduction in hours results in the employee not working on a recognized holiday, the employee shall receive a prorated share of holiday pay based on their reduced schedule.

8.23 TRAVEL TIME

Travel time from an employee's point of origin to an authorized, department-sanctioned activity and the return trip shall be considered compensable work hours, including for the purposes of regular time and overtime, provided the activity is approved by the Department Manager or designee.

SECTION 9 – ON-CALL AND CALL BACK PROVISIONS

9.1 ON-CALL DEFINED

On-Call status means that the employee is immediately available to be contacted by telephone or other County-approved communication device, is being monetarily compensated, and is available to respond to calls.

An employee on on-call status must be able to respond to a call for service within 30 minutes. With prior approval from the Department Manager or their designee, this response time may be extended to up to one hour.

With prior authorization from the Sheriff, a Deputy Sheriff who is On-Call may be permitted to attend a personal function within a reasonable distance from their assigned base station in their

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assigned County patrol vehicle, provided it is mutually beneficial to both the County and the deputy remains available to respond to emergencies from that location. All County and Sheriff's Office policies remain in effect, including the transport of family members and the consumption of alcohol are prohibited.

9.2 EMPLOYEE RIGHTS

9.3 AVAILABILITY DURING OFF-DUTY HOURS

No Department Manager or designee shall require or imply that an employee must remain available during off-duty hours for potential call-back, unless the employee is expressly assigned to On-Call status by the Department Manager or their designee.

Employees who are not on On-Call status shall not be subject to discipline for failing to be available to return to duty during their non-working hours.

Notwithstanding the foregoing, employees who are designated as Supervisors by the Department Manager including those holding the rank of Corporal or above, and any Detective and who are issued a County cell phone, shall be required to carry the phone at all times, unless impracticable under the circumstances, to ensure they are available to respond to after-hours phone calls.

9.4 COMPENSATION

Any employee who is formally assigned to On-Call status shall be compensated at a rate of two dollars (\$2.00) per hour for each hour the employee is designated as On-Call. On-Call pay is considered premium pay and shall not be counted as hours worked for the purposes of calculating eligibility for overtime compensation.

On-Call assignments may be modified or canceled at any time by the Department Manager or designee. Notice of cancellation may be provided to the employee by telephone or any other reliable means of communication.

9.5 CALLBACK

Employees who are required to return to work after leaving at the end of their regularly assigned shift shall receive a minimum of three (3) hours of overtime compensation at one hundred and fifty percent (150%) of their hourly rate for each such callback, regardless of the actual time worked.

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If an employee is called back to work within three (3) hours of the start of their next regularly scheduled shift and works continuously into that shift, the employee shall be compensated at an overtime rate of one hundred and fifty percent (150%) of their hourly rate for the actual hours worked prior to their shift.

By mutual agreement between the employee and Department Manager or designee, the employee's work schedule may be adjusted to incorporate the callback hours into the regular work shift for that day thus avoiding overtime.

9.6 OFF-DUTY TELEPHONE CALLS

Employees who receive work-related telephone calls from their supervisors or as otherwise authorized by their supervisors during off-duty hours shall be entitled to a minimum of one-half (½) hour of compensation, or compensation for the actual duration of the call, whichever is greater.

Employees who are required to return to work pursuant to Section 9.4 (Callback) shall receive compensation under that section and shall not be entitled to additional compensation under this section for work-related telephone communications.

9.7 USE OF COUNTY VEHICLES TO RESPOND TO EMERGENCY CALLOUTS

Deputy Sheriff's, Dispatch/Correctional Officers and Probation Officers who are authorized by the Department Manager to take a County vehicle home shall make reasonable efforts to remain available after hours to respond to emergency callouts.

If the Department Manager determines that the frequency of emergency responses does not justify the assignment of a County vehicle to an employee, the employee may be required to park the County vehicle at their assigned base station or other approved location. In such cases, the employee shall be responsible for arranging their own transportation to and from the base station to retrieve the vehicle for duty use.

The Department Manager reserves the authority to revoke the assignment of a County vehicle at any time or to deny the issuance of a County vehicle based on factors such as operational needs or the distance between the employee's residence and their assigned base station.

The mere denial or revocation of a County vehicle shall not be construed as disciplinary or

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retaliatory in nature and shall not imply any adverse employment action.

SECTION 10 - UNIFORM ALLOWANCE

The County shall provide an annual uniform allowance for each full-time employee in the classifications listed below. The allowance shall be paid in equal installments through payroll on a regular payroll basis.

10.1 DEPUTY SHERIFFS

Each full-time Deputy Sheriff shall receive an annual uniform allowance of one thousand dollars (\$1,000).

10.2 DISPATCH/CORRECTIONAL OFFICERS

Each full-time Dispatch/Correctional Officer shall receive an annual uniform allowance of seven hundred dollars (\$700.00).

10.3 PROBATION OFFICERS

Each full-time Probation Officer shall receive an annual uniform allowance of seven hundred dollars (\$700.00).

SECTION 11-PAY DATES TO COUNTY EMPLOYEES

The County will issue electronic payments to employees on the first day of each month. In any year when the first day of the month of July is a non-banking day (when banks are otherwise closed), then the electronic payments to the employees will take place on the next banking day following the first of July. In any other month when the first day of the month is a non-banking day, then electronic payments to the employees will take place on the last banking day immediately prior to the first day of the month.

SECTION 12 – Lactation Accommodation

In compliance with California Labor Code Sections 1030–1034 and applicable federal laws, the County shall provide reasonable accommodations for employees who wish to express breast milk for an infant child.

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1. Break Time for Lactation

Employees shall be provided with a reasonable amount of break time to express milk each time such a need arises. If possible, the break time shall run concurrently with the employees' existing paid rest and meal periods. If additional time is required beyond existing paid breaks, such time shall be unpaid unless otherwise approved by the Department Manager or designee.

2. Private Location

The County shall make reasonable efforts to provide a private, secure, and sanitary location other than a bathroom that is in close proximity to the employee's work area and shielded from view and intrusion. The space shall:

- a) Be safe, clean, and free from hazardous materials.
- b) Contain a surface to place a breast pump and personal items.
- c) Include access to electricity or alternative devices for operating a breast pump.
- d) Include access to a sink with running water and a refrigerator for storing breast milk, if such facilities exist on-site.

3. Field or Emergency Assignments

In the case of law enforcement, corrections, dispatch, or field assignments where access to standard facilities is limited, the Department will work with the employee to identify alternative accommodations that meet legal standards to the extent feasible. This may include the use of department vehicles, temporary private spaces, or flexible scheduling to return to a central facility.

4. Non-Discrimination

No employee shall be discriminated against, retaliated against, or disciplined for requesting or using lactation accommodations.

5. Notification and Requests

Employees are encouraged to notify their supervisor or Department Manager as early as possible if they anticipate needing lactation accommodations. The Department will make

MEMORANDUM OF UNDERSTANDING

reasonable efforts to respond promptly and to ensure that accommodation needs are met without undue hardship to operations.

SECTION 13- CANINE (K9) OFFICER COMPENSATION

Employees who are formally assigned as canine (K9) officers and who are routinely and consistently responsible for the care, handling, training, and boarding of a department-assigned canine shall receive additional compensation in recognition of off-duty responsibilities.

Assigned K9 officers shall be compensated for four (4) hours per week at their regular base hourly rate of pay to cover time spent on canine-related duties outside of regular work hours, including but not limited to feeding, grooming, exercise, transport, and off-duty care.

These four (4) hours shall be paid as additional compensation and shall not be counted as “hours worked” for the purpose of calculating overtime under the Fair Labor Standards Act (FLSA) or California labor law.

SECTION 14 – MOU SERVICEABILITY

The term of this MOU shall be from March 1, 2025, through February 29, 2028.

SECTION 15 - NEGOTIATIONS FOR A SUCCESSOR AGREEMENT

The Union and the County mutually agree to commence negotiations for a new MOU to replace this MOU, prior to the expiration of this MOU, in the Fall of 2027.

Approved by the parties this 19th day of August, 2025

**MASTAGNI HOLSTEDT,
A.P.C.**

COUNTY OF SIERRA, a political
subdivision of the State of California

Kristina Wicker-Estes

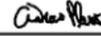

Lee Adams (Aug 22, 2025 16:11:09 PDT)

Kristina Wicker-Estes,
Labor Relations Consultant

Lee Adams, Chair
Board of Supervisors

MEMORANDUM OF UNDERSTANDING

APPROVED AS TO FORM:



Andrew Plett (Aug 22, 2025 16:44:35 PDT)

Andrew Plett
County Counsel

ATTEST:



Heather Foster
Clerk of the Board

**DEPUTY/DISPATCHER/JAILER
PAY TABLE 2025/26**

INCREASE PER MOU		1.050 Clerical							1.100 Deputies		memo only (L 2 PP)
		***NOTE: Add additional 2.5% for each Post incentive (@ Maximum 5%)							After 5 Years	After 10 Years	
DESCRIPTION		STEP A	STEP B	STEP C	STEP D	STEP E	L 1	L 2			
DISP//JAILER I	MONTH	4,570.93	4,799.48	5,039.45	5,291.43	5,556.00	5,833.80	6,125.49			
	HOUR	26.3708	27.6893	29.0738	30.5275	32.0538	33.6565	35.3394			
DISP//JAILER II	MONTH	4,851.93	5,094.53	5,349.26	5,616.72	5,897.56	6,192.43	6,502.06			
	HOUR	27.9919	29.3915	30.8611	32.4042	34.0244	35.7256	37.5119			
DISP//JAILER III	MONTH	5,227.20	5,488.56	5,762.99	6,051.14	6,353.70	6,671.38	7,004.95			
	HOUR	30.1569	31.6648	33.2480	34.9104	36.6560	38.4888	40.4132			
Correctional Sergeant	MONTH	5,673.47	5,957.14	6,255.00	6,567.74	6,896.13	7,240.94	7,602.99			
	HOUR	32.7315	34.3681	36.0865	37.8908	39.7854	41.7746	43.8634			
DEP SHERIFF I	MONTH	5,696.71	5,981.55	6,280.63	6,594.66	6,924.39	7,270.61	7,634.14	8,015.85		
	HOUR	32.8657	34.5089	36.2344	38.0461	39.9484	41.9458	44.0431	46.2453		
DEP SHERIFF II	MONTH	6,022.27	6,323.38	6,639.55	6,971.53	7,320.11	7,686.11	8,070.42	8,473.94		
	HOUR	34.7439	36.4811	38.3051	40.2204	42.2314	44.3429	46.5601	48.8881		
DEP SHERIFF III	MONTH	6,494.05	6,818.75	7,159.69	7,517.67	7,893.56	8,288.23	8,702.65	9,137.78		
	HOUR	37.4657	39.3389	41.3059	43.3712	45.5397	47.8167	50.2076	52.7179		
CHIEF CIVIL DEP	MONTH	6,680.74	7,014.78	7,365.52	7,733.79	8,120.48	8,526.51	8,952.83	9,400.47		
	HOUR	38.5427	40.4699	42.4934	44.6180	46.8489	49.1914	51.6509	54.2335		
SHERIFF CRPL	MONTH	6,752.00	7,089.60	7,444.08	7,816.28	8,207.10	8,617.45	9,048.32	9,500.74		
	HOUR	38.9538	40.9015	42.9466	45.0939	47.3486	49.7161	52.2019	54.8120		
SHERIFF SGT	MONTH	7,122.91	7,479.05	7,853.00	8,245.66	8,657.94	9,090.83	9,545.38	10,022.65		
	HOUR	41.0937	43.1484	45.3058	47.5711	49.9496	52.4471	55.0695	57.8230		
SHERIFF LT	MONTH	7,491.14	7,865.70	8,258.99	8,671.93	9,105.53	9,560.81	10,038.85	10,540.79		
	HOUR	43.2181	45.3790	47.6480	50.0304	52.5319	55.1585	57.9164	60.8123		
Community Service Officer	MONTH	5,412.56	5,683.19	5,967.35	6,265.72	6,579.00	6,907.95	7,253.35			
	HOUR	31.2263	32.7876	34.4270	36.1484	37.9558	39.8536	41.8462			
SHERIFF DETECTIVE	MONTH	7,122.91	7,479.05	7,853.00	8,245.66	8,657.94	9,090.83	9,545.38	10,022.65		
	HOUR	41.0937	43.1484	45.3058	47.5711	49.9496	52.4471	55.0695	57.8230		
Assistant to Sheriff	MONTH	6,113.91	6,419.60	6,740.58	7,077.61	7,431.49	7,803.07	8,193.22			
	HOUR	35.2725	37.0362	38.8880	40.8324	42.8740	45.0177	47.2686			

**PROBATION
PAY TABLE 2025/26
INCREASE PER MOU**

PARITY CLASSES IN TOPOGRAPHY A

CLASS		STEP A	1.050	Clerical	STEP D	STEP E	After	After
			1.070	PO			5 Years	10 Years
			STEP B	STEP C			L 1	L 2
PO1	Month	4,775.58	5,014.35	5,265.09	5,528.33	5,804.75	6,095.00	6,399.75
	Hour	27.5514	28.9289	30.3755	31.8942	33.4889	35.1634	36.9216
PO2	Month	5,628.11	5,909.53	6,205.01	6,515.26	6,841.01	7,183.06	7,542.21
	Hour	32.4699	34.0934	35.7981	37.5880	39.4674	41.4407	43.5128
PO3	Month	5,937.73	6,234.61	6,546.35	6,873.66	7,217.34	7,578.20	7,957.11
	Hour	34.2561	35.9689	37.7674	39.6558	41.6385	43.7204	45.9064
SRPO	Month	6,756.64	7,094.49	7,449.21	7,821.67	8,212.74	8,623.38	9,054.55
	Hour	38.9806	40.9297	42.9762	45.1250	47.3812	49.7503	52.2378
ADCPO	Month	7,598.21	7,978.12	8,377.04	8,795.89	9,235.67	9,697.47	10,182.34
	Hour	43.8358	46.0276	48.3291	50.7455	53.2827	55.9469	58.7443
DETPSP	Month	5,523.30	5,799.46	6,089.45	6,393.92	6,713.61	7,049.30	7,401.77
	Hour	31.8652	33.4584	35.1315	36.8880	38.7324	40.6690	42.7025

**DEPUTY/DISPATCHER/JAILER
PAY TABLE 2026/27**

INCREASE PER MOU		1.025 Clerical		***NOTE: Add additional 2.5% for each Post incentive (@ Maximum 5%)							memo only (L 2 PP)
		1.025 Deputies	1.010 Dispatchers	STEP A	STEP B	STEP C	STEP D	STEP E	After 5 Years L 1	After 10 Years L 2	
DESCRIPTION		STEP A	STEP B	STEP C	STEP D	STEP E	L 1	L 2			
DISP/JAILER I	MONTH	4,616.64	4,847.47	5,089.84	5,344.34	5,611.55	5,892.13	6,186.74			4570.934
	HOUR	26.6345	27.9662	29.3645	30.8327	32.3743	33.9931	35.6927			26.37077
DISP/JAILER II	MONTH	4,900.45	5,145.47	5,402.75	5,672.88	5,956.53	6,254.35	6,567.07			4851.935
	HOUR	28.2718	29.6854	31.1697	32.7282	34.3646	36.0828	37.8869			27.99193
DISP/JAILER III	MONTH	5,279.47	5,543.45	5,820.62	6,111.65	6,417.23	6,738.09	7,075.00			5227.205
	HOUR	30.4585	31.9814	33.5805	35.2595	37.0225	38.8736	40.8173			30.15695
Correctional Sergeant	MONTH	5,730.20	6,016.71	6,317.55	6,633.43	6,965.10	7,313.35	7,679.02			5673.465
	HOUR	33.0589	34.7118	36.4474	38.2698	40.1833	42.1924	44.3021			32.73153
DEP SHERIFF I	MONTH	5,839.13	6,131.08	6,437.64	6,759.52	7,097.50	7,452.37	7,824.99	8,216.24		5696.713
	HOUR	33.6873	35.3716	37.1402	38.9972	40.9471	42.9944	45.1442	47.4014		32.86565
DEP SHERIFF II	MONTH	6,172.83	6,481.47	6,805.54	7,145.82	7,503.11	7,878.26	8,272.18	8,685.79		6022.269
	HOUR	35.6125	37.3931	39.2627	41.2259	43.2872	45.4515	47.7241	50.1103		34.74386
DEP SHERIFF III	MONTH	6,656.40	6,989.22	7,338.68	7,705.62	8,090.90	8,495.44	8,920.21	9,366.23		6494.048
	HOUR	38.4023	40.3224	42.3386	44.4555	46.6783	49.0122	51.4628	54.0359		37.46566
CHIEF CIVIL DEP	MONTH	6,847.76	7,190.15	7,549.65	7,927.14	8,323.49	8,739.67	9,176.65	9,635.48		6680.74
	HOUR	39.5063	41.4816	43.5557	45.7335	48.0202	50.4212	52.9422	55.5893		38.54273
SHERIFF CRPL	MONTH	6,920.80	7,266.84	7,630.18	8,011.69	8,412.28	8,832.89	9,274.53	9,738.26		6751.998
	HOUR	39.9277	41.9241	44.0203	46.2213	48.5324	50.9590	53.5069	56.1823		38.95383
SHERIFF SGT	MONTH	7,300.98	7,666.03	8,049.33	8,451.80	8,874.39	9,318.11	9,784.02	10,273.22		7122.907
	HOUR	42.1211	44.2271	46.4385	48.7604	51.1984	53.7583	56.4462	59.2686		41.09369
SHERIFF LT	MONTH	7,678.42	8,062.34	8,465.46	8,888.73	9,333.17	9,799.82	10,289.82	10,804.31		7491.143
	HOUR	44.2986	46.5135	48.8392	51.2811	53.8452	56.5374	59.3643	62.3325		43.21813
Community Service Officer	MONTH	5,466.69	5,740.02	6,027.02	6,328.37	6,644.79	6,977.03	7,325.88			5412.561
	HOUR	31.5386	33.1155	34.7713	36.5098	38.3353	40.2521	42.2647			31.22631
SHERIFF DETECTIVE	MONTH	7,300.98	7,666.03	8,049.33	8,451.80	8,874.39	9,318.11	9,784.02	10,273.22		7122.907
	HOUR	42.1211	44.2271	46.4385	48.7604	51.1984	53.7583	56.4462	59.2686		41.09369
Assistant to Sheriff	MONTH	6,266.76	6,580.10	6,909.10	7,254.56	7,617.28	7,998.15	8,398.05			6113.909
	HOUR	36.1544	37.9621	39.8602	41.8532	43.9459	46.1432	48.4503			35.27255

**PROBATION
PAYTABLE 2026/27
INCREASE PER MOU**

CLASS		STEP A	1.025 1.025	1.025 Clerical PO	STEP C	STEP D	STEP E	After 5 Years L 1	After 10 Years L 2
PO1	Month	4,894.97	5,139.71	5,396.71	5,666.54	5,949.87	6,247.37	6,559.74	
	Hour	28.2402	29.6522	31.1349	32.6916	34.3261	36.0425	37.8446	
PO2	Month	5,768.81	6,057.26	6,360.13	6,678.13	7,012.03	7,362.63	7,730.76	
	Hour	33.2816	34.9458	36.6930	38.5277	40.4540	42.4767	44.6006	
PO3	Month	6,086.17	6,390.47	6,710.01	7,045.51	7,397.77	7,767.66	8,156.04	
	Hour	35.1125	36.8681	38.7116	40.6471	42.6794	44.8134	47.0541	
SRPO	Month	6,925.56	7,271.84	7,635.44	8,017.21	8,418.06	8,838.96	9,280.91	
	Hour	39.9551	41.9529	44.0506	46.2531	48.5657	50.9940	53.5437	
ADCPO	Month	7,788.17	8,177.57	8,586.46	9,015.79	9,466.56	9,939.90	10,436.90	
	Hour	44.9317	47.1783	49.5373	52.0141	54.6148	57.3456	60.2129	
DETPSP	Month	5,661.38	5,944.44	6,241.68	6,553.76	6,881.45	7,225.53	7,586.80	
	Hour	32.6618	34.2949	36.0097	37.8101	39.7006	41.6857	43.7700	

**DEPUTY/DISPATCHER/JAILER
PAY TABLE 2027/28**

INCREASE PER MOU		1.025 Clerical							1.025 Deputies		memo only (L 2 PP)
		***NOTE: Add additional 2.5% for each Post incentive (@ Maximum 5%)							After 5 Years	After 10 Years	
DESCRIPTION		STEP A	STEP B	STEP C	STEP D	STEP E	L 1	L 2			
DISP/JAILER I	MONTH	4,662.80	4,895.94	5,140.74	5,397.78	5,667.67	5,951.05	6,248.60			
	HOUR	26.9008	28.2458	29.6581	31.1410	32.6981	34.3330	36.0496			
DISP/JAILER II	MONTH	4,949.45	5,196.93	5,456.77	5,729.61	6,016.09	6,316.90	6,632.74			
	HOUR	28.5545	29.9823	31.4814	33.0555	34.7082	36.4436	38.2658			
DISP/JAILER III	MONTH	5,332.26	5,598.88	5,878.82	6,172.76	6,481.40	6,805.47	7,145.74			
	HOUR	30.7631	32.3012	33.9163	35.6121	37.3927	39.2623	41.2255			
Correctional Sergeant	MONTH	5,787.51	6,076.89	6,380.73	6,699.77	7,034.76	7,386.49	7,755.82			
	HOUR	33.3895	35.0590	36.8119	38.6525	40.5851	42.6144	44.7451			
DEP SHERIFF I	MONTH	5,985.11	6,284.36	6,598.58	6,928.51	7,274.94	7,638.68	8,020.62	8,421.65		
	HOUR	34.5295	36.2559	38.0687	39.9722	41.9708	44.0693	46.2728	48.5864		
DEP SHERIFF II	MONTH	6,327.15	6,643.51	6,975.68	7,324.47	7,690.69	8,075.23	8,478.99	8,902.94		
	HOUR	36.5028	38.3279	40.2443	42.2565	44.3694	46.5878	48.9172	51.3631		
DEP SHERIFF III	MONTH	6,822.81	7,163.95	7,522.15	7,898.26	8,293.17	8,707.83	9,143.22	9,600.38		
	HOUR	39.3624	41.3305	43.3970	45.5669	47.8452	50.2375	52.7493	55.3868		
CHIEF CIVIL DEP	MONTH	7,018.95	7,369.90	7,738.40	8,125.32	8,531.58	8,958.16	9,406.07	9,876.37		
	HOUR	40.4940	42.5187	44.6446	46.8768	49.2207	51.6817	54.2658	56.9791		
SHERIFF CRPL	MONTH	7,093.82	7,448.51	7,820.94	8,211.98	8,622.58	9,053.71	9,506.40	9,981.72		
	HOUR	40.9259	42.9722	45.1208	47.3768	49.7457	52.2330	54.8446	57.5868		
SHERIFF SGT	MONTH	7,483.50	7,857.68	8,250.56	8,663.09	9,096.25	9,551.06	10,028.61	10,530.04		
	HOUR	43.1741	45.3328	47.5994	49.9794	52.4783	55.1023	57.8574	60.7502		
SHERIFF LT	MONTH	7,870.38	8,263.90	8,677.09	9,110.95	9,566.50	10,044.82	10,547.06	11,074.42		
	HOUR	45.4060	47.6763	50.0602	52.5632	55.1913	57.9509	60.8484	63.8909		
Community Service Officer	MONTH	5,521.36	5,797.42	6,087.30	6,391.66	6,711.24	7,046.81	7,399.15			
	HOUR	31.8540	33.4467	35.1190	36.8750	38.7187	40.6547	42.6874			
SHERIFF DETECTIVE	MONTH	7,483.50	7,857.68	8,250.56	8,663.09	9,096.25	9,551.06	10,028.61	10,530.04		
	HOUR	43.1741	45.3328	47.5994	49.9794	52.4783	55.1023	57.8574	60.7502		
Assistant to Sheriff	MONTH	6,423.43	6,744.60	7,081.83	7,435.92	7,807.72	8,198.10	8,608.01			
	HOUR	37.0582	38.9112	40.8567	42.8995	45.0445	47.2968	49.6616			

**PROBATION
PAYTABLE 2027/28
INCREASE PER MOU**

**1.025 Clerical
1.025 PO**

CLASS		STEP A	STEP B	STEP C	STEP D	STEP E	After 5 Years L 1	After 10 Years L 2
PO1	Month	5,017.34	5,268.20	5,531.63	5,808.20	6,098.61	6,403.55	6,723.73
	Hour	28.9462	30.3935	31.9133	33.5089	35.1843	36.9436	38.7908
PO2	Month	5,913.03	6,208.69	6,519.13	6,845.08	7,187.33	7,546.69	7,924.03
	Hour	34.1136	35.8194	37.6103	39.4909	41.4653	43.5386	45.7155
PO3	Month	6,238.32	6,550.23	6,877.75	7,221.64	7,582.71	7,961.85	8,359.94
	Hour	35.9903	37.7898	39.6793	41.6633	43.7464	45.9337	48.2304
SRPO	Month	7,098.70	7,453.64	7,826.33	8,217.64	8,628.51	9,059.94	9,512.94
	Hour	40.9540	43.0018	45.1519	47.4095	49.7799	52.2689	54.8823
ADCPO	Month	7,982.87	8,382.02	8,801.13	9,241.19	9,703.23	10,188.41	10,697.83
	Hour	46.0550	48.3578	50.7757	53.3145	55.9802	58.7793	61.7182
DETPSP	Month	5,802.91	6,093.05	6,397.72	6,717.60	7,053.48	7,406.16	7,776.47
	Hour	33.4784	35.1522	36.9099	38.7554	40.6931	42.7279	44.8643

DSA MOU Revised

Final Audit Report

2025-08-22

Created:	2025-08-22
By:	Sierra Folsom (sfolsom@sierracounty.ca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAwiC8rMgCo6bCLT1f66yinETAeEVQGoyA

"DSA MOU Revised" History

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 Agreement completed.

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