



County Administration Office

"We Support the Board of Supervisors in achieving their goals through service & collaboration with the County Departments and the Community"

Tracie M. Riggs
County Administrative Officer

January 9, 2023

To: Board of Supervisors
From: Tracie Riggs, County Administrative Officer
Re: Consideration of adopting a resolution approving Amendment #9 to the 2017-2019 Tuolumne County Deputy Sheriff's Association Memorandum of Understanding

The Tuolumne County Deputy Sheriff's Association Memorandum of Understanding, after multiple amendments, has expired effective November 1, 2022. Staff have been working with the negotiating team to come to an agreement with the Deputy Sheriff's Association.

Attached is Amendment #9 to the Deputy Sheriff's Association Memorandum of Understanding. This amendment will take effect the first of the pay period following the Board of Supervisor's approval and will extend the term of the agreement to December 31, 2024. Under this amendment the following changes will occur:

1. Cost of living adjustment to base wage will vary by position but will range from 5%-15% effective January 15, 2023. The cost-of-living adjustments will include modifications to align with the new HR/Payroll system. Attachment 1 provides the increase per classification.
2. The canine pay differential will increase with California minimum wage over time.
3. Shift selection will increase from occurring two (2) times per year to three (3) times per year with all employees beginning and ending the shift on the same date. Employee "stuck" on a shift for one (1) year straight, without the ability to select another shift, may bump an employee with the next higher seniority to obtain a different shift.
4. Juneteenth will be included in the list of Fixed Holidays for employees working normal business hours.
5. An additional level of vacation accruals have been added for employees with 15 or more years of service and the maximum amount of vacation time has increased to three (3) times their annual accrual rate. Also allowing employees to cash out vacation and floating holiday in increments of 8 hours or more matching the amount of vacation or floating holiday used up to 120 hours per fiscal year.
6. Time absent or on modified duty for a period of 40 hours or more during an initial or promotional probationary period will automatically extend the probationary period for the equal amount of time.

Recommendation:

Staff recommends approving the resolution approving Amendment #9 to the 2017-2019 Tuolumne County Deputy Sheriff's Association Memorandum of Understanding.

Assistant County Administrator
Eric Erhardt

Capital Projects Director
Maureen Frank

Senior Administrative Analyst
Liz Peterson
Robbie Bergstrom

Office of Emergency Services Coordinator
Dore Bietz

Homeless Services Coordinator
Michael Roberson

Purchasing & Contract Analyst
Leah Moroles

Administrative Analysts
Tracey McKnight
Sean Hembree
Mark Fischer
Bobbi Donham
Andre Rivera
Caitlin Henry

Executive Assistant/ Deputy Clerk of the Board
Christina Cunha

Sr. Board Clerk
Heather Ryan

Executive Clerk
Jessica Alley

No: _____

Filed: _____, _____

By: _____

Clerk of the Board of Supervisors



RESOLUTION
OF THE BOARD OF SUPERVISORS OF THE COUNTY OF TUOLUMNE

WHEREAS, Section 25300 of the California Government Code authorizes the Board of Supervisors to prescribe the compensation of County employees; and

WHEREAS, Representatives of the County and the Tuolumne County Deputy Sheriff's Association have met and conferred in good faith and have reached agreement to wage, hours, and other terms and conditions of employees for all employees allocated to the Tuolumne County Deputy Sheriff's Association.

NOW, THEREFORE, BE IT RESOLVED the Tuolumne County Board of Supervisors approves Amendment #9 of the Tuolumne County Deputy Sheriff's Association 2017-2019 Memorandum of Understanding.

ADOPTED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF TUOLUMNE ON _____

AYES: 1st Dist. _____
2nd Dist. _____
3rd Dist. _____
4th Dist. _____
5th Dist. _____

NOES: _____ Dist.
_____ Dist.
ABSENT: _____ Dist.
_____ Dist.
ABSTAIN: _____ Dist.

CHAIR OF THE BOARD OF SUPERVISORS

ATTEST: _____
Clerk of the Board of Supervisors

No. _____

AMENDMENT #9 TO THE 2017 - 2019
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE TUOLUMNE COUNTY DEPUTY SHERIFF'S ASSOCIATION
AND THE COUNTY OF TUOLUMNE

The County of Tuolumne and the Tuolumne County Deputy Sheriff's Association hereby agree to amend the following conditions and terms of the 2017 - 2019 Memorandum of Understanding between the Tuolumne County Deputy Sheriff's Association (herein after "DSA") and the County of Tuolumne (herein after "County").

Article 2. Compensation: The County and the DSA agree to amend Article 2, Section A. All sections not specifically listed below remain unchanged and in effect.

Section A. Salary

1. The base salary ranges as detailed in Attachment 1 shall be applicable on the date indicated for classifications in this Unit for the period commencing the first pay period after approval of this Amendment by the Tuolumne County Board of Supervisors (January 9, 2023) and ending on December 31, 2024.

In light of the July 2022 change in County payroll software as described herein, the impact on wages and change to Compensation Plan are the following:

- i. Background-
 - a. Previous Payroll Software: Tuolumne County's current pay structure was established over 20 years ago using PeopleSoft as the software system. There are two terms that have been used to define the salaries for employees, and those are "range" and "step". Each job classification was assigned a "range" number. Within that range are 5 distinct "steps".
 - b. When a pay increase was negotiated, a new range would be applied to the job classification. The PeopleSoft Software was not able to apply true percentages, so "ranges" were used. Furthermore, the different between "steps" with a "range" was always intended to be a true 5%. However, since the software could not apply percentages, the actual difference is 5.114% between steps. For example:

Range	Step 1 Amount	Percent of change
400	24.609	
401	24.7321	0.5002%
402	24.8557	0.4998%
403	24.98	0.5001%
404	25.1049	0.5000%
405	25.2304	0.4999%
406	25.3566	0.5002%
407	25.4834	0.5001%
408	25.6108	0.4999%
409	25.7388	0.4998%
410	25.8675	0.5000%

- c. Additionally, each "range" was also intended to be 0.5% greater than the previous range.
- d. On July 15, 2022, Change to Payroll Software: The new HR/Payroll system continues to use the terms "range" and "step". However, the "range" number now associated with a job code or job description will no longer change with pay increases, but instead will remain constant for each jobcode/description, and the actual dollar amount under those job code ranges/steps will change as pay increases are negotiated. Therefore, the use of a "range" to define a pay rate will no longer be applicable. Furthermore, increases to the "range" in the new system will be applied as a percentage as opposed to identifying a new pay range for the job classification.
- e. Language in the MOU is modified in the following manner: All references to "ranges: are replaces with percentage, and each range equates to 0.5%. Additionally, the corresponding step table is cleaned up buy applying the proposed COLA to the current step 5 of each range the working backwards to establish a true 5% between each step. Those at step 1 realize a slightly higher increase than those at step 5. As an example, with a 5% COLA, the actual increases ae as follows:

Range	Step 1	Step 2	Step 3	Step 4	Step 5
400					
Current	24.6090	25.8675	27.1904	28.5809	30.0425
5% COLA	25.95184	27.24943	28.6119	30.0425	31.54463
Actual Increase	5.46%	5.34%	5.23%	5.11%	5.00%

Article 3. Pay Differentials, Assignment, On-Call & Call Back Pay The County and the DSA agree to amend Article 3, Section C. All sections not specifically listed below remain unchanged and in effect.

Section C. Canine Pay

- 1. The County and DSA agree that a reasonable estimate of the time a represented employees assigned a canine spends providing general home care, feeding, exercising, and transporting to and from work of canines, but not including irregularly recurring time such as traveling to and from and attending training programs and veterinary appointments is twenty (20) minutes per day and 10.14 hours per month. The County and DSA agree that the County shall each month pay 1.5 times the legally required minimum wage for 10.14 hours for these duties. As of January 1, 2023, the minimum wage is \$15.50 per hour so, effective the first full pay period following Board approval of this MOU, employees with an assigned canine shall be paid \$235.75 per month (1.5 x \$15.50/hour x 10.14 hours). The hourly rate for canine care will automatically increase as California minimum wage increases over time.

Article 4. Hours The County and the DSA agree to amend Article 4, Section B. All sections not specifically listed below remain unchanged and in effect.

Section B. Shift Selection

- 1. For both Sheriff's Custody Division, including Custody Support Technician and Lead Custody Support Technician and Sheriff's Patrol Division, including the classifications of Sheriff's Dispatcher I/II and Sheriff's Lead Dispatcher, there shall be a posted schedule for shift selection three (3) times annually

(no later than December 1st, April 1st, and August 1st), which shall provide for selection by shifts according to seniority. All employees shall start their new shift rotation on the first full pay periods of January, May, and September.

Shift selection will be by seniority within classification with no mandatory requirement to change shifts. Notwithstanding that general rule, persons "stuck" on a particular shift for one (1) straight year without the ability to select another shift may bump the next higher person in terms of classification seniority to attain one rotation on a different shift. "Different shift" is defined as from nights to days or swing shift or vice versa.

Sheriff's Custody Division: Each shift (Day, Grave,) shall have a minimum of one (1) Jail Sergeant and one (1) female Jail Deputy Sheriff, and where possible one (1) male. For the purpose of this section a shift is the combination of start and stop times combined with the personnel assigned to staff a particular time period of the jail. Not all employees assigned to a shift will have the same start/stop times.

Shift start and stop times may vary according to operational needs as determined by the Department Head.

Sheriff's Patrol Division: Field Corporals shall be assigned at the discretion of the Sheriff to meet the training needs of the department.

Article 10. Leave Provisions

Section B. Holidays The County and the DSA agree to amend Article 10, Section B. All sections not specifically listed below remain unchanged and in effect.

Employees working normal business hours:

1. **Fixed Holidays.** All employees in Permanent positions shall be entitled to the following fixed holidays:

- New Year's Day
- Martin Luther King, Jr. Day
- President's Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day
- Day after Thanksgiving Day
- Day before Christmas Day
- Christmas Day

Section C. Vacation The County and the DSA agree to amend Article 10, Section C. All sections not specifically listed below remain unchanged and in effect.

The following vacation accrual rates shall be established for permanent employees:

Annual Vacation Accrual Rate	Years of Service
80 hours	0-3 years
120 hours	4-9 years
160 hours	10-14 years
200 hours	15+ years

Employees may not accrue vacation in excess of three (3) times their annual vacation accrual rate, provided that no employee shall lose vacation time to meet the needs of the service.

The County and the DSA agree to amend Article 10, Section C (10). All sections not specifically listed below remain unchanged and in effect.

The following rules and regulations are established for the administration of vacation benefits:

10. Employees may elect to cash out hour for hour in increments of 8 hours or more, a matching amount of vacation time when using vacation or floating holiday time, not to exceed 120 hours per fiscal year. There is no limit to the number of times an employee may cash out vacation during a fiscal year. The option applies only to approved vacations, annual vacations, and floating holiday time off.

Article 11. Probationary Period The County and the DSA agree to amend Article 11, Section C. All sections not specifically listed below remain unchanged and in effect.

Section C. Time Absent

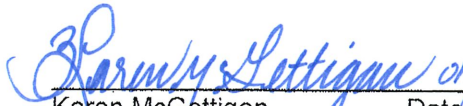
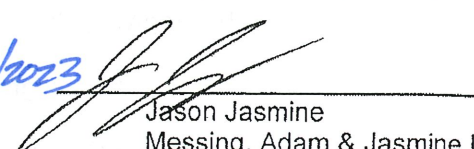
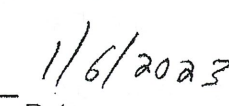
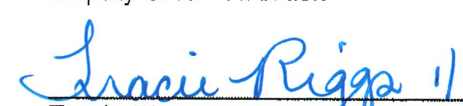
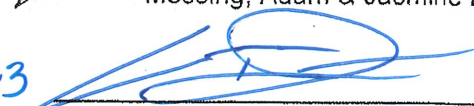
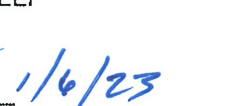
Any accumulated time absent or spent on Modified Duty during an initial hire or promotional probationary period of more than forty (40) hours shall serve to automatically extend the probationary period for an equal amount of time for the total period of absence.

This MOU shall become effective after adoption by the Board of Supervisors through December 31, 2024.

Dated: _____

COUNTY OF TUOLUMNE

DEPUTY SHERIFF'S ASSOCIATION

		
Karen McGettigan Deputy CAO - HR/Risk	Jason Jasmine Messing, Adam & Jasmine LLP	11/6/2023 Date
		
Tracie Riggs County Administrator	Carl Benson DSA, President	1/6/23 Date

Approved as to form:

Accepted this ___ day of _____, 2023

Sarah Carrillo *at* *1-6-23*

Sarah Carrillo Date
County Counsel

Kathleen Haff Date
Chair, Board of Supervisors

Pay Table for Amendment #9 to the 2017-2019 Memorandum of Understanding between the Deputy Sheriffs Association and the County of Tuolumne

Job Code	Classification	Current				
		Step 1	Step 2	Step 3	Step 4	Step 5
D001	Community Services Officer I	18,244	19,177	20,158	21,189	22,272
D002	Community Services Officer II	20,158	21,189	22,272	23,411	24,609
D003	Custody Support Technician	18,892	19,858	20,874	21,941	23,064
D004	Deputy Probation Officer I	23,411	24,609	25,867	27,190	28,589
D005	Deputy Probation Officer II	25,867	27,190	28,589	30,042	31,578
D006	Deputy Sheriff	29,302	30,801	32,376	34,032	35,772
D007	Deputy Sheriff Corporal	31,109	32,709	34,373	36,131	37,978
D500	Deputy Sheriff GF	29,302	30,801	32,376	34,032	35,772
D008	Deputy Sheriff Recruit	26,520	27,877	29,302	30,801	32,376
D010	Deputy Sheriff- Invest 10%	32,376	34,032	35,772	37,601	39,524
D009	Deputy Sheriff- Invest 5%	30,801	32,376	34,032	35,772	37,601
D011	District Attorney Investigator	33,693	35,417	37,228	39,132	41,138
D012	Jail Deputy Sheriff	24,609	25,867	27,190	28,589	30,042
D013	Jail Deputy Sheriff Corporal	26,126	27,463	28,867	30,343	31,895
D015	Jail Sergeant	29,302	30,801	32,376	34,032	35,772
D605	JAIL PROGRAM SPECIALIST REL	22,384	23,528	24,732	25,999	27,326
D016	Jail Work Crew Manager	25,230	26,520	27,877	29,302	30,801
D017	Juvenile Correctional Ofcr I	22,051	23,179	24,364	25,610	26,920
D018	Juvenile Correctional Ofcr II	24,364	25,610	26,920	28,292	29,744
D019	Lead Custody Support Tech	20,874	21,941	23,064	24,243	25,483
D020	Senior Deputy Probation Officer	28,589	30,042	31,578	33,193	34,891
D021	Senior Juvenile Corr Officer	26,920	28,292	29,744	31,265	32,864
D022	Senior Welfare Fraud Invest	30,343	31,895	33,526	35,241	37,043
D023	Sheriff s Dispatcher I	20,874	21,941	23,064	24,243	25,483
D024	Sheriff s Dispatcher II	23,064	24,243	25,483	26,786	28,156
D025	Sheriff s Lead Dispatcher	25,104	26,388	27,738	29,156	30,649
D027	Sheriff s Sergeant	36,859	38,744	40,725	42,802	44,974
D028	SHERIFF S SERGEANT INVEST 10%	40,725	42,802	44,974	47,296	49,717
D800	SPECIAL SERVICES DEPUTY RA	29,302	30,801	32,376	34,032	35,772
D611	SPECIAL SERVICES DEPUTY REL	29,302	30,801	32,376	34,032	35,772
D029	Supervising DA Investigator	37,228	39,132	41,138	43,237	45,448
D030	Supervising Probation Officer	34,373	36,131	37,978	39,921	41,962

New Pay Rate				
Step 1	Step 2	Step 3	Step 4	Step 5
19,240	20,200	21,212	22,272	23,386
21,258	22,311	23,431	24,609	25,839
19,923	20,917	21,957	23,064	24,212
26,570	27,899	29,293	30,758	32,294
29,357	30,823	32,366	33,984	35,684
33,846	35,539	37,313	39,179	41,138
35,875	37,691	39,525	41,530	43,607
33,846	35,539	37,313	39,179	41,138
30,767	32,306	33,926	35,617	37,395
37,229	39,096	41,045	43,097	45,252
35,536	37,313	39,179	41,138	43,193
37,225	39,082	41,040	43,092	45,242
27,682	29,066	30,519	32,043	33,647
29,342	30,810	32,350	33,961	35,665
32,272	33,891	35,586	37,364	39,231
23,605	24,785	26,025	27,326	28,692
26,607	27,937	29,344	30,801	32,342
25,026	26,278	27,592	28,976	30,420
27,652	29,036	30,483	32,010	33,612
22,013	23,142	24,269	25,483	26,756
32,436	34,058	35,767	37,548	39,423
30,525	32,080	33,681	35,364	37,136
31,995	33,595	35,279	37,043	38,856
22,642	23,776	24,963	26,215	27,521
25,017	26,268	27,581	28,960	30,408
27,231	28,592	30,024	31,526	33,097
40,721	42,757	44,895	47,140	49,497
44,793	47,032	49,384	51,851	54,469
33,846	35,539	37,313	39,179	41,138
33,846	35,539	37,313	39,179	41,138
40,947	42,996	45,146	47,401	49,771
36,248	38,061	39,964	41,962	44,067

% of Increase				
Step 1	Step 2	Step 3	Step 4	Step 5
5.46%	5.34%	5.23%	5.11%	5.00%
5.46%	5.34%	5.23%	5.11%	5.00%
5.46%	5.34%	5.23%	5.11%	5.00%
13.49%	13.37%	13.25%	13.12%	13.00%
13.49%	13.37%	13.25%	13.12%	13.00%
15.50%	15.38%	15.25%	15.12%	15.00%
15.32%	15.19%	15.07%	14.94%	14.82%
15.50%	15.38%	15.25%	15.12%	15.00%
16.01%	15.89%	15.76%	15.64%	15.51%
14.99%	14.86%	14.74%	14.61%	14.49%
15.38%	15.25%	15.12%	15.00%	14.88%
10.48%	10.36%	10.24%	10.12%	10.00%
12.49%	12.37%	12.24%	12.12%	12.00%
12.31%	12.19%	12.07%	11.94%	11.82%
10.15%	10.03%	9.91%	9.79%	9.67%
5.46%	5.34%	5.23%	5.11%	5.00%
5.46%	5.34%	5.23%	5.11%	5.00%
13.49%	13.37%	13.25%	13.12%	13.00%
13.49%	13.37%	13.25%	13.12%	13.00%
5.46%	5.34%	5.23%	5.11%	5.00%
8.47%	8.35%	8.24%	8.12%	8.00%
8.47%	8.35%	8.23%	8.12%	8.00%
8.47%	8.35%	8.23%	8.12%	8.00%
10.48%	10.36%	10.24%	10.12%	10.00%
9.99%	9.87%	9.75%	9.63%	9.51%
15.50%	15.38%	15.25%	15.12%	15.00%
15.50%	15.38%	15.25%	15.12%	15.00%
9.99%	9.87%	9.75%	9.63%	9.51%
5.46%	5.34%	5.23%	5.11%	5.00%