

**RESOLUTION NO. 2023-058**

**A RESOLUTION OF THE BOARD OF SUPERVISORS  
OF THE COUNTY OF SHASTA  
IMPLEMENTING TERMS AND CONDITIONS OF THE COUNTY'S LAST, BEST,  
AND FINAL OFFER TO DEPUTY SHERIFFS ASSOCIATION – CORRECTIONAL  
OFFICER – DEPUTY SHERIFFS**

**WHEREAS**, the Deputy Sheriffs Association – Correctional Officer – Deputy Sheriffs (“DSA-CO”) represents approximately 58 employees employed by the County of Shasta (“County”); and

**WHEREAS**, DSA-CO has been without a Memorandum of Understanding labor agreement (“MOU”) with the County since April 1, 2023; and

**WHEREAS**, negotiations for a successor MOU agreement were in progress since January 2023 and the parties were unable to reach agreement; and

**WHEREAS**, the parties exhausted impasse procedures including voluntary mediation with the State Mediation and Conciliation Service consistent with the Meyers-Milias-Brown Act – Government Code section 3500 et seq. (“MMBA”); and

**WHEREAS**, the County negotiators recommend imposing terms and conditions consistent with the County Last, Best, and Final Offer proposed to DSA-CO on March 31, 2023 (“County LBFO”), in accordance with Government Code section 3505.7 of the MMBA; and

**WHEREAS**, a public hearing was held in accordance with Government Code section 3505.7 of the MMBA.

**NOW, THEREFORE, BE IT RESOLVED** that the Recitals set forth above are true and correct and are hereby adopted and incorporated herein

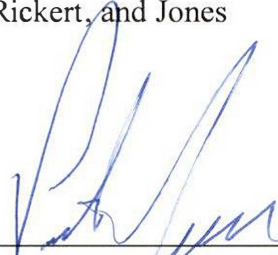
**BE IT FURTHER RESOLVED** that the Board of Supervisors of the County of Shasta impose on DSA-CO the following terms and conditions of employment from the County LBFO as attached hereto as Exhibit A to this resolution.

**BE IT FURTHER RESOLVED** that the current terms and conditions of employment in effect for DSA-CO as carried over from the expired April 1, 2020 – March 31, 2023 MOU between the County and DSA-CO will otherwise remain in effect unless modified through Exhibit A to this Resolution.

**BE IT FURTHER RESOLVED** that the County Executive Officer shall have the authority to determine and is directed to take all necessary actions to implement the provisions of the imposed terms and conditions of employment from the County LBFO as attached here to as Exhibit A to this resolution.

**DULY PASSED AND ADOPTED** this 13th day of June, 2023, by the Board of Supervisors of the County of Shasta, by the following vote:

AYES: Supervisors Kelstrom, Crye, Garman, Rickert, and Jones  
NOES: None  
ABSENT: None  
ABSTAIN: None  
RECUSE: None




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PATRICK JONES, CHAIR  
Board of Supervisors  
County of Shasta  
State of California

ATTEST:

DAVID J. RICKERT  
Clerk of the Board of Supervisors

By: 

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Deputy

## EXHIBIT A

### COUNTY OF SHASTA IMPOSED TERMS AND CONDITIONS TO THE DEPUTY SHERIFFS ASSOCIATION – CORRECTIONAL OFFICER – DEPUTY SHERIFFS ("DSA-CO")

All items become effective the first full pay period after adoption by the Board of Supervisors unless otherwise indicated herein.

#### 1. Wages

##### a. Salaries and Wages

The County's current salaries for job classifications in the unit are shown as Attachment #1 to Exhibit A.

Effective the first full pay period following adoption of this resolution by the Board of Supervisors, the County shall provide the following as shown in Attachment #2 to Exhibit A:

- Eliminate the \$3/hour Detention Services Specialty Assignment Pay (Section 8.3.F) and add \$3/hour to each position at Step A with corresponding adjustments to each higher salary step
- A two and a half percent (2.5%) increase to base salary.

##### b. Longevity Pay

Provide Longevity Pay as follows effective in the first full pay period following adoption of this resolution by the Board of Supervisors:

- Employees with a minimum of 3 years of continuous County service whose most recent overall performance evaluation rating is meets or exceeds standards will be eligible to receive a 2% longevity specialty pay. In order to continue receiving the 2% longevity specialty pay, employees must annually requalify with an overall performance evaluation rating of "Meets Expectations" or higher rating.
- Employees with a minimum of 10 years of continuous County service whose most recent overall performance evaluation rating is meets or exceeds standards will be eligible to receive a 4% longevity specialty pay. In order to continue receiving the 4% longevity specialty pay, employees must annually requalify with an overall performance evaluation rating of "Meets Expectations" or higher rating.
- Employees with a minimum of 15 years of continuous County service whose most recent overall performance evaluation rating is meets or exceeds standards will be

eligible to receive a 5% longevity specialty pay. In order to continue receiving the 5% longevity specialty pay, employees must annually requalify with an overall performance evaluation rating of "Meets Expectations" or higher rating.

- Employees with a minimum of 20 years of continuous County service will be eligible to receive a 5% longevity specialty pay.
- Each longevity pay tier referenced above is non-cumulative.

c. In-House Certificate Program

Increase In-House Certificate Program Pay as follows effective in the first full pay period following adoption of this resolution by the Board of Supervisors:

- Increase Intermediate Certificate Pay from 2.5% to 3% of base pay.
- Increase Advanced Certificate Pay from 2.5% to 4% of base pay for a total maximum of 7% of base pay based on the employee qualifying for both the Intermediate Certificate Pay and Advanced Certificate Pay.

**2. Hours of Work**

a. Overtime

Provide double time for any hours worked over one hundred and eight (108) hours in a biweekly pay period.

**3. Health and Welfare Benefits**

a. Life and Accidental Death & Dismemberment Insurance

The County shall pay the premium for a \$25,000 life insurance policy and a \$25,000 Accidental Death and Dismemberment Insurance (AD&D) insurance policy for each employee in the General Unit.

Effective the pay period following such time that the group life insurance policy can be amended following adoption of this resolution by the Board of Supervisors, unit employees may purchase additional insurance in an amount up to three times their annual salary (up to a maximum of \$300,000) at the employee's own expense.

**4. Article 13 – Paid Leaves**

a. Floating Holiday Hours

Provide an employee one (1) floating holiday per calendar year equivalent to a full workday based on the employee's current regular shift, up to 12 hours, at the time the floating holiday is taken. An employee can request to use the floating holiday in the same manner as vacation

leave. The employee must use the floating holiday within the calendar year provided and it will not carryover into the next calendar year. The floating holiday will have no cash value.

b. Sick Leave

Usage. Paid sick leave can only be granted upon the recommendation of the department head in cases of bona fide illness, injury, or an appointment and/or treatment by an approved licensed medical practitioner, in the event of illness/medical appointments in the employee's immediate family. Employees may utilize paid sick leave as it is accrued.

c. Bereavement Leave

All employees are entitled up to five (5) workdays of bereavement leave for an immediate family member as defined in this Section. Any such bereavement leave will be provided in accordance with the terms and conditions of Government Code section 12945.7. Regular full-time and regular part-time employees shall be entitled to bereavement leave without loss of pay up to a maximum of twenty-four (24) working hours for each death in the immediate family. Any remaining bereavement leave time up to the maximum total of five (5) work days per immediate family death will be unpaid unless an employee at their own option chooses to use any available accrued paid leave (e.g., sick leave, vacation, compensatory time off).

Bereavement leave need not be taken in consecutive days but must be used up within three months of the date of death of the immediate family member.

The County may require verification of the death of the immediate family member for an employee's use of bereavement leave within thirty (30) days of the first day of leave taken.

Immediate family member means: husband, wife, registered domestic partner, father, mother, son, daughter, sister, brother, brother-in-law, sister-in-law, grandparent, grandchild, step parent, step child, step sister, step brother, step grandparent, or step grandchild, and other such persons as may be identified in California Government Code 12945.7 concerning bereavement leave. Immediate family includes the immediate family of the spouse or registered domestic partner as well as foster parent, foster child, foster grandparent, foster grandchild, foster brother and foster sister

d. Vacation – Accrual

Accrual. Regular full-time and regular part-time employees paid on an hourly basis shall accrue the following hours of vacation time for each paid regularly scheduled working hour not to exceed eighty (80) regularly scheduled working hours in any one (1) pay period. An employee with a minimum of three (3) months of County service shall become eligible to use vacation up to the maximum time accrued as of the date such vacation is taken.

Years of Continuous Services	Vacation Hours Accrued per Hour Paid	Equivalent Days per Year	Maximum Hours Accrued
0 through 3	.0385	10	160
4 through 9	.0577	15	240
10 through 15	.0654	17	272
16 and thereafter	.0769	20	320

e. Vacation – Annual Payment

Beginning in 2023 for the 2024 calendar year and going forward with each subsequent calendar year, an employee may elect to receive payment for up to eighty (80) hours – in five (5) whole hour increments of accrued vacation leave, holiday credit hours or compensatory time so long as the following criteria are met:

- Any employee utilizing this provision will be required to submit an irrevocable election through Employee Online by December 31<sup>st</sup> of the calendar year prior to the calendar year in which the accrued vacation leave, holiday credit hours or compensatory time is to be cashed out.

Where an employee has properly elected an intent to cash out accrued vacation, holiday credit hours or compensatory time in the applicable calendar year as noted above, the employee can choose any pay period(s) during the year to receive the elected cash out. All requests for cash out must be made through Employee Online by the due date listed for each pay period. All requests must be submitted in five (5) whole hour increments. All requests for a cash out will be limited to the number of hours elected the preceding calendar year less any cash outs already approved, and the actual current year accrued hours available at the time of the cash out.

By November 15 of each calendar year, the County shall issue a notice to those employees who have elected cash out and have remaining cash out balances available.

If an employee who elected cash out fails to request the elected cash out in the applicable year, the County will automatically cash out the designated amount up to the hours available to be paid on the final payday of that calendar year in the following order:

1. Compensatory time off
2. Holiday credit hours earned
3. Vacation

All annual cash out payments shall be at the base hourly rate only with no other add-on compensation included.

If an employee fails to submit an irrevocable election by December 31<sup>st</sup> of the calendar year prior to the calendar year in which the accrued vacation, holiday credit hours or compensatory time would be cashed out, the employee will be deemed to have waived their right and will not be eligible to cash out any such leave in the following calendar year.

**ATTACHMENT #1  
DSA-CO BARGAINING UNIT SALARY**

<u>Job Classification</u>	Range	<u>CURRENT</u> (as of June 13, 2023)	
		<u>Monthly A Step</u>	<u>Monthly F Step</u>
CORRECTIONAL OFFCR I-DEP SHF	FLAT	3885	3885
CORRECTIONAL OFFCR II-DEP SHF	452	4079	5207
CORRECTIONAL SERGEANT-DEP SHF	487	4838	6176

**ATTACHMENT #2  
DSA-CO BARGAINING UNIT SALARY**

<u>Job Classification</u>	<u>Range</u>	<u>Beginning With First Full Pay, Period Following Board of Supervisors Approval</u>	
		<u>Monthly A Step</u>	<u>Monthly F Step</u>
CORRECTIONAL OFFCR I-DEP SHF	FLAT	4521	4521
CORRECTIONAL OFFCR II-DEP SHF	478	4747	6059
CORRECTIONAL SERGEANT-DEP SHF	508	5495	7014