

AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING
Between
The County of Yuba and
Deputy Sheriffs' Association (DSA)

The County of Yuba (County) and Yuba County Deputy Sheriffs' Association (DSA) have previously met and conferred and agreed upon the current Memorandum of Understanding (MOU), with a term through June 30, 2025.

After ratification of the MOU by the DSA and the adoption of the MOU by the Board of Supervisors, the County and DSA met and conferred to further discuss the terms of the Yuba County Resident Hill Pay. Furthermore, it has been mutually agreed that Article 17 Sheriff's Department Special Compensation of the current MOU will be replaced with the language shown below with revisions to Section 17.01 Yuba County Hill Beat Branch Assignment Premium Pay, adding Section 17.02 Resident Hill Deputy Premium Pay, and renumbering the remaining Sections, effective February 1, 2023.

ARTICLE 17 SHERIFF'S DEPARTMENT SPECIAL COMPENSATION

SECTION 17.01 YUBA COUNTY HILL BEAT BRANCH ASSIGNMENT PREMIUM PAY

An employee who is routinely and consistently assigned to the designated Yuba County Hill Beat on a full-time basis shall receive a Branch Assignment Premium in the amount of two hundred fifty dollars (\$250) per month.

Employees may be reassigned for a period of up to ninety (90) consecutive days, during any twelve (12) month period. They shall continue to receive Branch Assignment Premium during this time but shall not be entitled to any travel pay for travel required by the reassignment.

The Sheriff has the sole discretion to terminate the assignment to the designated Yuba County Hill Beat with or without cause. When the assignment to the designated Yuba County Hill Beat is terminated at the discretion of the Sheriff for non-disciplinary reasons, and the employee is no longer entitled to the Branch Assignment Premium, such loss of Branch Assignment Premium shall not be considered to be punitive in nature, and is considered a management prerogative.

The assignment to the designated Yuba County Hill Beat, the termination of that assignment, and any loss of Branch Assignment Premium as the result of such action may not be grieved or appealed.

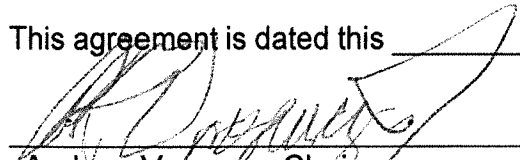
SECTION 17.02 RESIDENT HILL DEPUTY PREMIUM PAY

In addition to the ***Yuba County Hill Beat Branch Assignment Premium Pay***, an employee who is both assigned to the Yuba County Hill Beat in accordance with section 17.01 and is concurrently a resident within the geographic boundaries of the Yuba County Hill Beat will be paid an additional two hundred fifty dollars (\$250) per month. However this compensation will not be considered as special compensation pursuant to 2 California


Code of Regulations §571 for the purpose of determining pensionable earnings. Residency in the Yuba County Hill Beat is determined by referencing the Yuba County Hill Beat map.

The Sheriff, at their sole discretion, may request approval from the Yuba County Board of Supervisors to authorize Resident Hill Deputy Premium Pay for an employee who is assigned to the Yuba County Hill Beat, but does not technically reside within the boundaries of the Yuba County Hill Beat. The decision of the Board of Supervisors is final. Such decision shall not be considered to be punitive in nature and is considered a management prerogative. The decision of the Board of Supervisors is not subject to the grievance or appeal procedure.

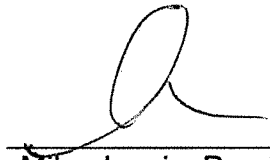
This agreement is dated this 14 day of February, 2023.



Andrew Vasquez, Chairman
Yuba County Board of Supervisors



Jill Abel
Human Resources Director



Miles Lewis, President
Deputy Sheriffs' Association

The following is a true and correct copy of the document on file in this office.

ATTEST: MARY PASILLAS
Clerk of the Board of Supervisors of
The County of Yuba , State of California

By: Natalie Allen

Date: February 14, 2023

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HUMAN RESOURCES