

**RESOLUTION OF THE BOARD OF SUPERVISORS  
OF THE COUNTY OF SISKIYOU  
ADOPTING THE COMPREHENSIVE MEMORANDUM OF UNDERSTANDING  
WITH THE SISKIYOU COUNTY CORRECTIONAL PEACE OFFICER  
ASSOCIATION AND IMPLEMENTING THE PROVISIONS THEREOF**

**BE IT RESOLVED** that the Siskiyou County Board of Supervisors adopts the comprehensive Memorandum of Understanding with the Siskiyou County Correctional Peace Officer Association governing the period commencing April 19, 2022 and ending September 21, 2024, a copy of which is attached hereto and incorporated herein by reference, and

**BE IT FURTHER RESOLVED** that this resolution implements completely and in all respects those provisions of the above references comprehensive Memorandum of Understanding.

**DULY PASSED AND ADOPTED** this 19<sup>th</sup> day of April 2022 by the Board of Supervisors of the County of Siskiyou by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Signature on File

Brandon A. Criss, Chair

ATTEST:

Laura Bynum, County Clerk

By: Signature on File

Deputy

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
COUNTY OF SISKIYOU  
AND  
SISKIYOU COUNTY CORRECTIONAL  
PEACE OFFICER ASSOCIATION**



**April 19, 2022 through September 21, 2024**

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## Preamble

This agreement between the County of Siskiyou (County) and the Siskiyou County Correctional Peace Officer Association (SCCPOA), has as its purpose the promotion of harmonious labor relations between the County and the SCCPOA, and the establishment of rates of pay, hours of work, and other conditions of employment.

## Article 1 - Recognition

The County recognizes SCCPOA as the exclusive representative for employees in the classifications listed in Appendix "A" Recognition as amended.

## Article 2 - County Rights

### 1. Management Rights

The rights of the County include, but are not limited to, the exclusive right to determine the mission of its constituent departments, commissions, and boards; set standards of service; determine the procedures and standards of selection for employment and promotion; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of governmental operation; determine the methods, means, and personnel by which government operations are to be conducted; determine the content of job classifications; take all necessary action to carry out its mission in emergencies, and exercise complete control and discretion over its organization and the technology of performing its work.

### 2. Volunteers and Contracting Out

The County has an existing practice of using volunteers. Should the County intend to significantly expand the use of volunteers and, as a result, cause the displacement of unit employees, the County will so notice the Association and, upon request, meet and confer with the Association on the impact of the expanded volunteer use.

The County will notify Siskiyou County Correctional Peace Officer Association of its intent to contract or subcontract work customarily performed by members of the bargaining units where such contracting or subcontracting would result in loss or potential loss through attrition or layoff of such bargaining unit members. The County will provide Siskiyou County Correctional Peace Officer Association with the same information that is provided to the Board, and/or any other information staff may have accumulated in making a recommendation to contract for services. The County and unit shall meet and confer in order to discuss the effect of the proposed action upon its members. Unit shall have the opportunity to propose effective and economical alternative ways in which such services could continue to be provided by the County's own employees. The County shall allow unit a minimum of forty-five (45) calendar days in which to make such proposals.

The County reserves the right to contract out at its sole discretion.

## Article 3 - Employee Rights

### 1. Non-Discrimination

The County affords equal employment opportunity for all qualified employees and applicants as to all terms of employment, including compensation, hiring, training, promotion, transfer, discipline and termination. The County prohibits discrimination against employees or applicants for employment on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age (40 and over), sexual orientation, Union membership, or military and veteran status or any other basis protected by law.

### 2. Right to Join or Abstain

Employees have the right to join or refuse to join in the Association. No employee will be interfered with, intimidated, restrained, coerced or discriminated against by the County or by the Association for exercising these rights.

### 3. Right to Representation

When an employee reasonably believes that a supervisor or manager's investigative questions could lead to discipline, the employee is entitled to have a representative present.

An employee is allowed a reasonable amount of time to contact their representative during work hours to report a grievance, violation of this Memorandum of Understanding or applicable rules in a manner that does not materially disturb the employee's work. Representatives shall obtain permission from the employee's supervisor or manager before contacting the employee on work time or in the work area.

### 4. Schedule Changes

Employees will be provided fourteen (14) days' notice of a schedule change.

## Article 4 - Association Rights

### 1. Dues

Upon certification from the Association that an employee has signed an authorization for the deduction of dues, the County shall make payroll deductions in an amount to be determined by the Association and communicated to the County annually. The County shall promptly remit deductions to the Association with a list of dues paying members. Employee requests to cancel membership dues deductions must be directed to the Association. Upon notification from the Association that an employee has canceled membership dues, the County shall promptly cease dues deductions from the employee's paycheck. The Association shall hold the County harmless from any and all claims and will indemnify it against any unusual costs in implementing these provisions, and shall

indemnify the County for any claims made by the employee for deductions made in reliance on that certification, in accordance with Government Code §1157.12(a).

## 2. Notice of Meet and Confer

The County shall provide notice to the Association President regarding changes in job classifications or policy that fall within the scope of representation under the MMBA. The Association shall have fifteen (15) days to request a meet and confer.

## 3. Officers

The Association will provide a list of their Association leadership to the County annually in January. The list shall include the name of the employee, Association position, and contact information. Upon any change in leadership the Association will immediately update this list.

## 4. Association Release Time

Association representatives may be released from their assigned work duties by their supervisors for a reasonable period of time to process specific grievances or appeals on behalf of employees or the Association. The employee will submit a request for release time via email to their supervisor and copy the Deputy County Administrator – Personnel and Risk Management Officer as soon as the need for it is known. Release time will be scheduled so as to minimize disruption of the work of the employee; however, request for such time may not be unreasonably denied. Where the supervisor cannot approve the specific time requested, the supervisor will inform the employee of the reason, and establish an alternate time when the employee can be released.

## 5. New Hire Orientation

An Association representative will be allowed an hour to inform new employees, at the employee's orientation, of the Association's policies and procedures. The orientation shall take place during the employee's first week of employment. The County will notify the Association President of the date and time of the employee's orientation.

## 6. Bulletin Boards

The Association has the right to use designated bulletin boards for the Association's exclusive use. All material posted will not be obscene, defamatory, or of a partisan political nature, misleading, or violate any federal, state or local ordinance, law, statute, or rule.

## 7. Use of Facilities

The Association may be afforded use, subject to availability and the approval of the Deputy County Administrator Personnel and Risk Management Officer or Sheriff, County buildings at reasonable times for Association business. The Association may be required to reimburse the County for the cost of use of County facilities.

## 8. Association Communications

The Association may utilize the County's interoffice mail system, for the conducting of Association business. Association communications, phone calls, emails, etc. will not unduly interrupt or interfere with normal County operations.

## Article 5 - Wages

### 1. Salary Schedule

The salary schedule will consist of five (5) steps, with five percent (5%) between steps one (1) through five (5). The salary schedule will be attached as Appendix "B". Employees will advance steps upon completion of a satisfactory performance evaluation.

### 2. Salary Increases

Effective the second full pay period following adoption by the Board of Supervisors, the following range adjustments shall be made:

Correctional Deputy Trainee Range CG021

Correctional Deputy Range CG033

Correctional Corporal Range CG043

Correctional Sergeant Range CG054

Effective the first full pay period twelve (12) months following the prior salary increase, all classifications shall receive a two percent (2.0%) salary increase.

Effective the first full pay period twelve (12) months following the prior salary increase, all classifications shall receive a two percent (2.0%) salary increase.

### 3. Salary Survey

The County is conducting a salary survey, upon completion the County will share the salary survey with SCCPOA. The County will meet with SCCPOA upon request to discuss the results of the survey, any implementation shall be subject to mutual agreement.

### 4. Overtime

The County implemented a twenty-eight (28) day 207(k) Fair Labor Standards Act (FLSA) exemption. Forty hour employees will receive overtime for hours in excess of forty (40) in a seven (7) day work period. Employees working a 3-12/4-12 schedule, will receive overtime for hours in excess of eighty-four (84) in a fourteen day work period. All paid time will count towards the calculation of overtime with the exception of sick leave. Overtime will be paid at one and one-half times the employee's regular rate of pay. Employees may elect with approval of management to receive Compensatory Time Off (CTO) rather than payment. Employees may accrue a maximum of three hundred (300)

hours.

## 5. Hours of Work

The workweek shall be established as Sunday through Saturday.

## Article 6 - Other Pays

### 1. Longevity Pay

Employees will receive longevity pay as follows:

- Upon completion of ten (10) years of service the employee will receive longevity pay in the amount of two and one-half percent (2.5%) of their base hourly rate of pay.
- Upon completion of fifteen (15) years of service the employee will receive an additional one and one-half percent (1.5%) of their base hourly rate of pay.
- Upon completion of twenty (20) years of service the employee will receive an additional one and one-half percent (1.5%) of their base hourly rate of pay.
- Upon completion of twenty-five (25) years of service the employee will receive an additional one and one-half percent (1.5%) of their base hourly rate of pay.

### 2. Special Assignment Pay

Detective Premium – Employees assigned as a Background Investigator are routinely and consistently assigned to investigations and will receive detective premium in the amount of five percent (5.0%) of their base hourly rate of pay for the duration of the assignment.

Training Premium – Employees assigned as a Rangemaster, Taser Instructor, Weaponless Defense Instructor, Impact Weapon Instructor, and First Aid Instructor are routinely and consistently assigned to train employees and will receive training premium in the amount of five percent (5.0%) of their base hourly rate of pay for the duration of the assignment.

Detention Response Team Premium – Employees assigned to the Detention Response Team (DRT) will receive three and a half percent (3.5%) of their base hourly rate of pay.

Fire and Life Safety Officer Premium – Employees assigned as a Fire and Life Safety Officer will receive three and a half percent (3.5%) of their base hourly rate of pay.

An employee is only eligible for one premium under this section.

### 3. Field Training Officer (FTO) Pay

Employees who are routinely and consistently assigned to train employees will receive

training premium in the amount of five percent (5.0%) of their base hourly rate of pay when actually training.

#### 4. Officer-in-Charge Pay

Correctional Deputies assigned to serve as an Officer-in-Charge (OIC) of a shift will receive supervisor premium in the amount of five percent (5.0%) of their base hourly rate of pay for hours worked as an OIC.

#### 5. Bilingual Pay

Employees who are routinely and consistently required to speak a language other than English, and who are able to do so fluently will receive bilingual premium in the amount of five percent (5.0%) of their base hourly rate of pay.

#### 6. Shift Differential

Employees assigned to a scheduled shift where at least 50% of the shift is between 1600 and 0600 will receive three and one half percent (3.5%) of their base hourly rate of pay for the entire shift.

#### 7. Call Back

An employee who is called back to work will receive either a minimum of three (3) hours at the applicable overtime rate, or if the hours are contiguous to their normal work shift the actual hours worked at the applicable rate of pay. An employee who is called back and canceled prior to leaving for work will receive one (1) hour at the applicable overtime rate.

#### 8. Uniform Allowance

Employees who are required to wear uniforms will receive a uniform allowance of forty-four dollars (\$44.00) per pay period for purchase and maintenance of required uniforms.

#### 9. Meals

The County shall make reasonable effort to allow unit employees assigned to the Jail to have a thirty (30) minute meal break away from their work station during the middle third of their shift, unless prevented by emergencies or other extraordinary circumstances.

Employees assigned to POST or STC training will receive meal reimbursement at POST or STC rates.

## Article 7 - Leaves

### 1. Holidays

The County will observe the following holidays:

1. New Year's Day
2. Martin Luther King's Birthday
3. President's Day
4. Cesar Chavez Day
5. Memorial Day
6. Independence Day
7. Labor Day
8. Veteran's Day
9. Thanksgiving
10. Day after Thanksgiving
11. Christmas Eve
12. Christmas Day

### 2. Holiday-in-lieu

Employees are in positions that are scheduled to work without regard for the holidays listed above. Employees will receive holiday-in-lieu in the amount of seven percent (7.0%) of their base hourly rate of pay in lieu of receiving any other form of holiday compensation.

### 3. Vacation Accrual

Employees with less than five (5) years of continuous employment will accrue 3.08 hours of vacation leave per pay period.

Employees with five (5) years but less than ten (10) years of continuous employment will accrue 4.62 hours of vacation leave per pay period.

Employees with ten (10) or more years of continuous employment will accrue 6.16 hours of vacation leave per pay period.

The maximum vacation accrual is 312 hours. Employees will be allowed to accrue above their vacation accrual limits during the calendar year. Employees who on the first full pay period in January of any year exceed the vacation maximum of 312 hours, will not accrue additional vacation hours until the vacation balance is reduced to the limit allowed.

### 4. Sick Leave

All employees in the unit who occupy full time permanent positions shall be entitled to one working day of sick leave with pay for each month or major fraction thereof, of actual service. For employees assigned to a 1.05 FT, sick leave accrual will be based on a 1.05 FT (96 hours x 1.05% = 100.8 hours per year.) An additional leave balance of 4.80 hours will be given to employees working 84 hour shifts as of the first full pay period in January

of each year.

Employees will accrue sick leave at the rate of 3.7 hours per pay period. Part-time employees will accrue sick leave on a pro-rated basis.

Employees may use up to forty-eight (48) hours annually for the care of an immediate family member. "Family Member" is defined as parent, child (biological, adopted, foster, step, legal ward or a child to whom the employee stands in loco parentis), spouse, registered domestic partner, parent-in-law, sibling, grandchild or grandparent.

Upon retirement employees may convert unused sick leave towards CalPERS service credit.

Employees with five (5) or more years of continuous service, upon death or retirement may receive 33 1/3% of the monetary value of their accrued and unused sick leave in excess of 96 hours with a maximum payout of \$1500.

## 5. Daylight Savings

Employees assigned to the night shift during spring daylight savings have the following options:

- 1) Employees may use one hour of accumulated leave accruals (vacation or CTO) to receive a full paycheck; or
- 2) Employees may choose not to be paid for one hour they will not work and receive a paycheck minus the one hour (one hour of doc time).

## 6. Catastrophic Leave

Employees who have exhausted all paid leaves may request catastrophic leave donations through the County for a serious illness or injury to the employee or the employee's spouse or child (step/foster). Employees may only donate accrued vacation and compensatory time off hours to qualifying employees.

### Eligibility

To be eligible for this benefit, the receiving employee must: (1) Be a regular full-time employee who has passed their initial County probationary period, (2) Have sustained a serious illness or injury, to the employee or employee's spouse or child which may require confirmation by a physician, (3) Have exhausted all accumulated paid leave including vacation, holiday, sick leave, and/or compensatory time off, (4) Be unable to return to work for at least thirty (30) calendar days from the date of injury, and (5) Have applied for a Leave of Absence Without Pay for medical reasons if it affects the employee.

## Donations

Donations made by employees are forfeited once made. In the event that the receiving employee does not use all transferred leave for the catastrophic illness/injury, any balance will remain with that employee until that employee's separation from County service.

In accordance with IRS Ruling 90-20, leave donated will not be considered wages for the employee who surrenders the leave and will therefore not be included in gross income or subject to withholding. An employee who donates leave incurs no deductible expense or loss either upon the donation or use by the recipient.

## Benefits

Vacation and compensatory time off hours donated by employees will be converted to sick leave and credited to the receiving employee's sick leave bank on an hour-for-hour basis and shall be paid at the rate of pay of the receiving employee. The total leave received by an employee will not exceed six (6) months.

## Sunset Clause

Upon agreement of any other bargaining unit to the above language, the language will be moved to the County of Siskiyou County Personnel Policy, and this subsection shall expire.

## Article 8 - Health and Welfare

### 1. Medical and Dental Insurance

The County contracts for employee, dependents, retirees and dependents medical insurance benefit plans through the CalPERS Public Employees Medical and Hospital Care Program.

Effective the second full month following ratification by the Board of Supervisors, the County contributes up to the following amounts towards employee medical insurance coverage and cafeteria plan benefits:

| Tier                 | Medical Benefit | Cafeteria Benefit | Total Benefit |
|----------------------|-----------------|-------------------|---------------|
| Employee only        | Note 1          | Note 2            | Note 3        |
| Employee plus one    | Note 1          | Note 2            | Note 3        |
| Employee plus family | Note 1          | Note 2            | Note 3        |

Note 1: The Medical Benefit will be equal to the minimum established annually by CalPERS.

Note 2: Cafeteria Plan Benefit will be equal to the difference between the Medical Benefit and the Total Benefit.

Note 3: The total benefit shall be equal to 85% of the Region 1 CalPERS Platinum health plan plus 100% of the dental premium.

Effective plan year 2023, the County contributes up to the following amounts towards employee medical insurance coverage and cafeteria plan benefits:

| Tier                 | Medical Benefit | Cafeteria Benefit | Total Benefit |
|----------------------|-----------------|-------------------|---------------|
| Employee only        | Note 1          | Note 2            | Note 3        |
| Employee plus one    | Note 1          | Note 2            | Note 3        |
| Employee plus family | Note 1          | Note 2            | Note 3        |

Note 1: The Medical Benefit will be equal to the minimum established annually by CalPERS.

Note 2: Cafeteria Plan Benefit will be equal to the difference between the Medical Benefit and the Total Benefit.

Note 3: The total benefit shall be equal to 95% of the Region 1 CalPERS Gold health plan plus 95% of the dental premium.

Effective plan year 2024, the County contributes up to the following amounts towards employee medical insurance coverage and cafeteria plan benefits:

| Tier                 | Medical Benefit | Cafeteria Benefit | Total Benefit |
|----------------------|-----------------|-------------------|---------------|
| Employee only        | Note 1          | Note 2            | Note 3        |
| Employee plus one    | Note 1          | Note 2            | Note 3        |
| Employee plus family | Note 1          | Note 2            | Note 3        |

Note 1: The Medical Benefit will be equal to the minimum established annually by CalPERS.

Note 2: Cafeteria Plan Benefit will be equal to the difference between the Medical Benefit and the Total Benefit.

Note 3: The total benefit shall be equal to 90% of the Region 1 CalPERS Gold health plan plus 90% of the dental premium.

Effective plan year 2025, the County contributes up to the following amounts towards employee medical insurance coverage and cafeteria plan benefits:

| Tier                 | Medical Benefit | Cafeteria Benefit | Total Benefit |
|----------------------|-----------------|-------------------|---------------|
| Employee only        | Note 1          | Note 2            | Note 3        |
| Employee plus one    | Note 1          | Note 2            | Note 3        |
| Employee plus family | Note 1          | Note 2            | Note 3        |

Note 1: The Medical Benefit will be equal to the minimum established annually by CalPERS.

Note 2: Cafeteria Plan Benefit will be equal to the difference between the Medical Benefit and the Total Benefit.

Note 3: The total benefit shall be equal to 85% of the Region 1 CalPERS Gold health plan plus 85% of the dental premium.

## 2. Vision Insurance

The County provides vision insurance for employees and their dependents.

## 3. Retiree Medical Insurance

For employees hired prior to April 19, 2022, who maintain medical insurance through the County will receive reimbursement of insurance from the Auditors Office equal to one half of employee only CalPERS Region 1 Platinum premium minus the Minimum Employer Contribution.

## 4. Retiree Dental Insurance

Employees hired prior to January 1, 2022, who retire from the County may maintain dental insurance at a cost to the retiree of twenty-five dollars (\$25.00) per month.

Employees hired after December 31, 2021, who retire from the County may maintain dental insurance for the employee only at a cost of twenty-five dollars (\$25.00) per month

## 5. Disability Insurance

The County provides employees with long-term disability insurance.

The County provides employees with short-term disability insurance.

The County will discontinue providing employees with short-term and long-term disability insurance at midnight on December 31, 2022.

## 6. Life Insurance

The County provides employees with a \$50,000 life insurance policy.

## Article 9 - CalPERS Retirement

Employees hired prior to February 5, 2012, will receive the 3% at 50 safety CalPERS formula with the one (1) year final average compensation period. These employees pay the required nine percent (9%) member contribution, on a pre-tax basis.

Employees hired after February 4, 2012, who are not classified as a new member will receive the 3% at 55 safety CalPERS formula with the three (3) year final average compensation period. These employees pay the required nine percent (9%) member contribution, on a pre-tax basis.

Employees hired after December 31, 2012, who are classified as a new member will receive the 2.7% at 57 safety CalPERS formula with the three (3) year final average compensation period. These employees pay one half of the total normal cost as determined annually by CalPERS on a pre-tax basis.

All safety retirement formulas have the following optional CalPERS retirement benefits:

- Sick Leave Service Credit
- Non-Industrial Disability Standard
- Industrial Disability Standard
- Pre-Retirement Death Benefits:
  - 1959 Survivor Benefit Level 4
  - Special
- Post-Retirement Death Benefits:
  - \$500 Lump Sum
  - Survivor Allowance (PRSA)
- 2% Retirement COLA

#### Article 10 - Deferred Compensation

For employees who contribute at least nineteen dollars (\$19.00) per pay period into their deferred compensation account, the County will match nineteen dollars (\$19.00) per pay period.

#### Article 11 - Miscellaneous

##### 1. Tuition Reimbursement

Employees will be reimbursed for the cost of books and tuition for pre-approved classes, courses, seminars, and conferences which would enhance their job skills or qualifications for promotion or transfer, up to a maximum of \$500.00 per fiscal year.

##### 2. Personal Property Reimbursement

Personal property destroyed or damaged during the course of employment will be repaired or replaced by the County. Personal property which the County determined has been destroyed will be reimbursed at the following schedule:

- Prescription eyeglasses                      \$250.00
- Sunglasses    \$175.00

- Watches \$400.00
- Cell phone \$1000.00
- Wedding ring \$500.00
- One tasteful ring \$500.00
- Earrings \$250.00
- Personal clothing (per item) \$40.00
- Required uniform components at cost

### 3. California Concealed Weapons Fees

The County agrees to pay concealed weapons permit fees for Correctional Deputies who are required to carry a weapon upon receipt of a letter from the County Sheriff naming those individuals that are required to carry a gun in the course of employment with the County. This letter must be submitted each contract year.

#### Article 12 - Probationary Period

The Correctional Deputy Trainee classification will be a probationary classification. Employees in the classification will be sent to the academy within the first year of their employment, upon completion of the academy the employee will be promoted to Correctional Deputy. Employees in all other classifications will serve a twelve month probationary period. Penal Code 830.1(c) applies to the Siskiyou County Correctional Deputy classification series.

#### Article 13 - Layoffs

##### 1. Grounds for Layoff

Employee(s) may be laid off when the position is no longer necessary, for reasons of economy, lack of work, lack of funds, if the position can be consolidated with another position, or for such reason(s) that the County deems sufficient for abolishing the position(s).

##### 2. Layoff Procedure

When a reduction in work force becomes necessary, layoff(s) shall be accomplished by first determining the number of positions within each class that shall be reduced. Layoffs shall be determined by classification seniority, which is defined by time in class plus higher class within the classification series. An employee who is being laid off has the option of bumping to a previously held position based on classification seniority. Laid off employees will be placed on a recall list for a period of two (2) years.

##### 3. Recall Procedure

When a vacancy exists and employees are to be recalled, notice of the opening(s) shall be sent to the last mailing address as furnished by the laid off employee. To expedite the recall, more than one employee may be notified of an opening, but priority will be given to the employee who was laid off last. This recall notice shall be by certified mail and the

employee shall have twenty-one (21) days to accept the offer of reemployment from the postmark date on the recall notice. Employees shall be required to report to work within forty-five (45) days of the postmark date on the recall notice. Employees shall be allowed to decline a recall one (1) time during the duration of the recall list. Declining a second recall opportunity will permanently remove an employee from the recall list.

#### Article 14 - Personnel Files

The County maintains one official personnel file for each employee. Employees have the right to inspect their personnel files, and may do so by scheduling review with the Deputy County Administrator – Personnel and Risk Manager during regular business hours of the County. No adverse comment will be entered into the employees personnel file without the employee first receiving a copy of the document and the opportunity to read and sign the document except the document may be entered into the file if the employee refuses to sign the document, which shall be so noted.

The employee has the right to submit a rebuttal to any information being entered into their personnel file within thirty (30) days.

If the employee wishes to have a representative review their personnel file, the employee will provide the County written authorization.

#### Article 15 - Grievance Procedure

The purpose of these procedures is to afford employees simple means of obtaining consideration of their grievance or complaint by informal means at the department head level and review of the department head's decision without the use of legalistic forms and procedures

A grievance or complaint may be filed if a management interpretation or application of a law, ordinance, resolution, regulation, or rule adversely affects the employee's wage, hours, or conditions of employment.

Excluded from the grievance procedure are performance evaluations and actions of the Board of Supervisors. This is not intended to limit the right of any employee or employee representative to approach the Board of Supervisors on any matter.

##### Procedural steps

All grievances or complaints shall be filed on a form provided by the Deputy County Administrator – Personnel and Risk Management Officer under the following procedure:

##### Step 1: Immediate Supervisor

Each employee believing he or she has a grievance or complaint, before filing the same in writing, shall discuss his or her problem or complaint with the immediate supervisor in an attempt to resolve the matter as simply and informally as possible. Said grievance or complaint must be discussed with the immediate supervisor within fifteen (15) working

days of the situation giving rise to the grievance or from the date the employee should reasonably have expected to know of the situation giving rise to the grievance or complaint

If the grievance or complaint has not been resolved at the immediate supervisor level within ten (10) working days after the discussion, the grievance or complaint may be submitted to the next management level.

#### Step 2: Appointing Authority/Department Head

If the grievance or complaint is not resolved under Step 1, it may be submitted to the appointing authority/department head. The grievance or complaint shall be submitted within fifteen (15) working days after the verbal decision of Step 1. Within five (5) working days after submission, the employee shall meet with the appointing authority or a designated representative, and within ten (10) working days after said meeting a written decision shall be delivered to the employee.

### Article 16 - Concerted Activities

#### 1. Peaceful Performance Clause

The parties to this Memorandum recognize and acknowledge that the services performed by the County employees covered by this Agreement are essential to the public health, safety, and general welfare of the residents of the County of Siskiyou. The Association agrees that under no circumstances will it recommend, encourage, cause, or permit its members to initiate, participate in, nor will any member of the bargaining unit take part in any strike, sit-down, stay-in, sick-out, slow-down, or picketing (hereinafter collectively referred to as work stoppage), in any office or department of the County nor to curtail any work or restrict any production, or interfere with any operation of the County. Picketing shall be prohibited on matters involving wages, insurance coverage, and leaves from work during the term of the MOU. In the event of any such work stoppage by any member of the bargaining unit, the County shall not be required to negotiate on the merits of any dispute which may have given rise to such work stoppage until the work stoppage has ceased.

#### 2. Work Stoppage

The County agrees not to lock out employees.

In the event of any work stoppage during the term of this Memorandum of Understanding, whether by the Association or any member of the bargaining unit, the Association through its officers, shall immediately declare in writing and publicize that such work stoppage is illegal and unauthorized, and further direct its members in writing to cease the said conduct and resume work. Copies of such written notice shall be served upon the County. If, in the event of any work stoppage, the Association promptly and in good faith performs the obligations of this paragraph, providing the Association has not otherwise authorized, permitted, or encouraged such work stoppage, the Association shall not be liable for any damages caused by the violation of this provision. The County, however, shall have the

right to discipline including discharge any employee who instigates, participates in, or gives leadership to any work stoppage activity herein prohibited, and the County also shall have the right to seek full legal redress, including damages, against any employee. It is understood that employees so disciplined retain appeal rights under the County's Employer Employee Relations policies and California law.

#### Article 17 - Effect of Prior Memorandums of Understanding

This Memorandum of Understanding shall supersede and replace all prior Memorandums of Understanding, and shall be the full, final, and only agreement between the County and the Association. It is the intent of the parties hereto that the provisions of this Memorandum of Understanding shall supersede all prior agreements and memorandums of agreement or understanding, or contrary salary and or personnel resolutions, oral or written, express or implied, between the parties, and shall govern the entire relationship and shall be the sole source of any and all rights which may be asserted hereunder.

#### Article 18 - Severability

Should any provision of this MOU be found to be inoperative, void, or invalid by a court of competent jurisdiction, all other provisions of this MOU shall be in full force and effect.

#### Article 19 - Term

This Memorandum of Understanding shall be effective from April 19, 2022, and remain in effect through midnight September 21, 2024.

Date: \_\_\_\_\_

Date: \_\_\_\_\_

County of Siskiyou

Correctional Peace Officers Association

Signature on File

Signature on File

Angela Davis  
County Administrative Officer

Paul Grove  
President

Signature on File

Signature on File

Michael W. Jarvis  
Liebert Cassidy Whitmore

Steve Allen  
Goyette, Ruano & Thompson, Inc.

Signature on File

Melissa Cummins  
Deputy County Administrator  
Personnel and Risk Management Officer

## Appendix "A" Recognition

Correctional Deputy Trainee

Correctional Deputy

Correctional Corporal

Correctional Sergeant

## Appendix "B" Salary Schedule

Effective May 15, 2022

| Classification              | Range | Step 1    | Step 2    | Step 3    | Step 4    | Step 5    |
|-----------------------------|-------|-----------|-----------|-----------|-----------|-----------|
| Correctional Deputy Trainee | CG021 | \$ 18.303 | \$ 19.218 | \$ 20.179 | \$ 21.188 | \$ 22.247 |
| Correctional Deputy         | CG033 | \$ 20.623 | \$ 21.654 | \$ 22.737 | \$ 23.874 | \$ 25.068 |
| Correctional Corporal       | CG043 | \$ 22.780 | \$ 23.919 | \$ 25.115 | \$ 26.371 | \$ 27.690 |
| Correctional Sergeant       | CG054 | \$ 25.415 | \$ 26.686 | \$ 28.020 | \$ 29.421 | \$ 30.892 |

Effective May 14, 2023

| Classification        | Range | Step 1    | Step 2    | Step 3    | Step 4    | Step 5    |
|-----------------------|-------|-----------|-----------|-----------|-----------|-----------|
| Correctional Deputy   | CG033 | \$ 21.035 | \$ 22.087 | \$ 23.191 | \$ 24.351 | \$ 25.569 |
| Correctional Corporal | CG043 | \$ 23.236 | \$ 24.398 | \$ 25.618 | \$ 26.899 | \$ 28.244 |
| Correctional Sergeant | CG054 | \$ 25.924 | \$ 27.220 | \$ 28.581 | \$ 30.010 | \$ 31.511 |

Effective May 12, 2024

| Classification        | Range | Step 1    | Step 2    | Step 3    | Step 4    | Step 5    |
|-----------------------|-------|-----------|-----------|-----------|-----------|-----------|
| Correctional Deputy   | CG033 | \$ 21.455 | \$ 22.528 | \$ 23.654 | \$ 24.837 | \$ 26.079 |
| Correctional Corporal | CG043 | \$ 23.701 | \$ 24.886 | \$ 26.130 | \$ 27.437 | \$ 28.809 |
| Correctional Sergeant | CG054 | \$ 26.443 | \$ 27.765 | \$ 29.153 | \$ 30.611 | \$ 32.142 |

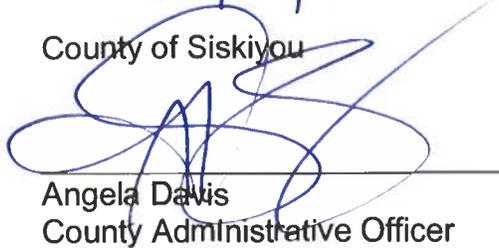
SIDE LETTER AGREEMENT BETWEEN THE COUNTY OF SISKIYOU AND  
SISKIYOU COUNTY CORRECTIONAL PEACE OFFICER ASSOCIATION

One-Time Retention Bonus SL#2022-01

Subject to the approval of the Board of Supervisors all full-time and part-time employees who are employed on December 10, 2022, will receive a one-time five hundred dollar (\$500.00) retention bonus.

Date: 12/06/2022

County of Siskiyou

  
Angela Davis  
County Administrative Officer

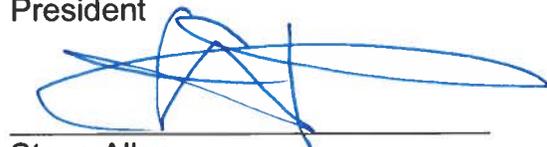
  
Michael W. Jarvis,  
Liebert Cassidy Whitmore

  
Melissa Cummins  
Deputy County Administrator  
Personnel and Risk Management Officer

Date: 11/23/22

Correctional Peace Officers Association

  
Troy Costales  
President

  
Steve Allen  
Goyette, Ruano, Thompson

SIDE LETTER AGREEMENT BETWEEN THE COUNTY OF SISKIYOU AND SISKIYOU COUNTY CORRECTIONAL PEACE OFFICER ASSOCIATION

SL#2023-01 Referral Bonus

The County of Siskiyou and the Siskiyou County Correctional Peace Officer Association met and conferred in good faith and agreed to provide the following Referral and Signing Bonus:

Effective March 22, 2023, employees who refer a new employee for County employment will receive a referral bonus of \$500 once the referred employee satisfactorily completes their probationary period or if they are exempt from a probationary period completion of twenty-six pay periods of County service.

This agreement expires on December 31, 2024.

DocuSigned by: Melissa Cummins  
Date: C12D5E73E82D4F2...

Date: 3/27/2023

County of Siskiyou  
DocuSigned by: Angela Davis  
F2688EA8968C43D...  
Angela Davis

Correctional Peace Officers Association  
DocuSigned by: Troy Costales  
8AE82F7B2AB54BA...  
Troy Costales

County Administrative Officer  
DocuSigned by: Michael Jarvis  
4790A6511664490...  
Michael W. Jarvis,  
Liebert Cassidy Whitmore

President  
DocuSigned by: Steve Allen  
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Steve Allen  
Goyette, Ruano, Thompson

4/4/2023  
\_\_\_\_\_  
Melissa Cummins  
Deputy County Administrator  
Personnel and Risk Management Officer