

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
COUNTY OF SISKIYOU
AND
SISKIYOU COUNTY PROBATION AND
JUVENILE PEACE OFFICERS' ASSOCIATION



September 15, 2024, through September 25, 2027

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Preamble

This agreement between the County of Siskiyou (County) and the Siskiyou County Probation and Juvenile Peace Officers' Association (Association) promotes harmonious labor relations between the County and the Association and establishes rates of pay, hours of work, and other conditions of employment.

Article 1. Recognition

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

Article 2. County Rights

2.1 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.

2.2 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 employees, the County will 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 Probation and Juvenile Peace Officers' Association of its intent to contract or subcontract work customarily performed by employees in the bargaining units where contracting or subcontracting would result in loss or potential loss through attrition or layoff of employees. The County will provide the 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 the Association will meet and confer to discuss the effect of the proposed action upon its members. The Association has the opportunity to propose effective and economical alternative ways in that services could continue to be provided by the County's own employees. The County will allow the Association 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

3.1 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.

3.2 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 must obtain permission from the employee's supervisor or manager before contacting the employee on work time or in the work area.

3.3 Schedule Changes

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

Article 4. Association Rights

4.1 Dues

Upon certification from the Association that an employee has signed an authorization for the deduction of dues, the County will make payroll deductions in an amount to be determined by the Association and communicated to the County annually. The County promptly remits 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 will promptly cease dues deductions from the employee's paycheck. The Association must hold the County harmless from any and all claims and will indemnify it against any unusual costs in implementing these provisions, and 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).

4.2 Notice of Meet and Confer

The County will 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 has fifteen (15) days to request a meet and confer.

4.3 Officers

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

4.4 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 to minimize disruption of the work of the employee; however, request for release 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.

4.5 New Hire Orientation

Employees are allowed thirty (30) minutes to attend an Association orientation scheduled by the Association within sixty (60) days of hire. The employee must notify their supervisor reasonably in advance to secure this paid release time. Release time will not be unreasonably denied.

4.6 Bulletin Boards

The Association has the right to use designated bulletin boards for the Association's exclusive use. 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.

4.7 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.

4.8 Association Communications

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

4.9 Employee Lists

The County will provide the Association with the name, job title, department, home or personal contact telephone numbers, work and personal email, and home address of new employees within thirty (30) days of hire and a complete list of all employees every quarter. Employees may opt out in writing of the disclosure of their home address, home telephone number, personal cellular telephone number, and personal email address on file with the employer.

Article 5. Wages

5.1 Salary Schedule

The salary schedule consists of seven (7) steps; there is five percent (5.0%) between steps one (1) through five (5), and two and a half percent (2.5%) between steps five (5) through seven (7). The salary schedules are attached as Appendix "B" Salary Schedule.

5.2 Step Advancement

Employees automatically receive a step advancement until they reach the top step of their salary schedule unless they receive a performance evaluation before their anniversary date where the overall rating is equivalent to "Unacceptable" or "Needs Improvement."

5.3 Increases

Effective September 29, 2024, all classifications shall receive a three percent (3.0%) increase.

Effective September 28, 2025, all classifications shall receive a four percent (4.0%) increase.

Effective September 27, 2026, all classifications shall receive a two percent (2.0%) increase.

5.4 Overtime

The County implemented a twenty-eight (28) day 207(k) Fair Labor Standards Act (FLSA) exemption. Employees will receive overtime for hours in excess of forty (40) in a seven (7) day work period. Overtime will be paid at one and one-half times the employee's regular rate of pay. Employees may elect, with the approval of management, to receive Compensatory Time Off (CTO) rather than payment. Employees may accrue a maximum of three hundred (300) hours.

5.5 Hours of Work

The workweek is Sunday through Saturday.

Article 6. Other Pays

6.1 Training Pay

Employees who are routinely and consistently assigned to train employees receive training premium in the amount of five percent (5.0%) of their base hourly rate of pay when actually training.

6.2 Officer-in-Charge Pay

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

6.3 Bilingual Pay

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

6.4 Call Back

An employee who is called back to work receives 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 before leaving for work will receive one (1) hour at the applicable overtime rate.

Employees who are able to perform work remotely will be paid for a minimum of thirty (30) minutes per incident at the applicable overtime rate, or actual time worked whichever is greater.

6.5 Standby Pay

An employee assigned to be on standby will receive fifty dollars (\$50.00) per standby shift. While on standby employees will remain within fifteen (15) minutes of their residence or at a location approved by their Department Head or designee and able to respond to duty within fifteen (15) minutes of being called to work.

6.6 Uniform Allowance

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

6.7 Meals

Employees assigned to STC training receive meal reimbursement at the STC rates.

Article 7. Leaves

7.1 Holidays

The County observes the following holidays and any day proclaimed by the Governor of California and the Board of Supervisors for a Public Feast:

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 Day
10. Day after Thanksgiving
11. Christmas Eve
12. Christmas Day

When an observed holiday falls on a Sunday, the following Monday will be observed as a holiday. When an observed holiday falls on a Saturday, the preceding Friday will be observed as a holiday. When Christmas Day falls on a Saturday, December 23rd will be observed as the holiday.

Full-time employees accrue twenty-four (24) floating holiday hours on the paycheck, including January 1 of each year. Part-time accrue a pro-rata of floating holiday hours on the paycheck, including January 1 of each year. Employees hired during the year will receive prorated floating holiday hours, with the hours being rounded to the nearest one-third (4 months) of the year. Floating holiday hours must be used in the year in which they are accrued, if unused they will be paid out on the final paycheck in December.

7.2 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 can 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.

7.3 Sick Leave

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

Employees may use up to forty-eight (48) hours annually to care for 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 to 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.

Article 8. Health and Welfare

8.1 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.

The County contributes up to the following amounts towards employee medical insurance coverage and cafeteria plan benefits:

| Tier | Medical Benefit | Cafeteria Plan Benefit | Total Benefit |
|----------------------|-----------------|------------------------|---------------|
| Employee only | Note 1 | Note 2 | Note 3 |
| Employee plus one | Note 1 | Note 2 | Note 4 |
| Employee plus family | Note 1 | Note 2 | Note 5 |

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

Note 2: Cafeteria Plan Benefit equals the difference between the Medical Benefit and the Total Benefit.

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

Note 4: The total benefit equals 90% of the Region 1 CalPERS Gold health plan plus 90% of the dental premium.

Note 5: The total benefit equals 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:

Note 1: The Medical Benefit is the minimum established annually by CalPERS.

Note 2: Cafeteria Plan Benefit equals the difference between the Medical Benefit and the Total Benefit.

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

Note 4: The total benefit equals 85% of the Region 1 CalPERS Gold health plan plus 85% of the dental premium.

Note 5: The total benefit equals 85% of the Region 1 CalPERS Gold health plan plus 85% of the dental premium.

8.2 Vision Insurance

The County provides vision insurance for employees and their dependents.

8.3 Retiree Medical Insurance

Employees hired before October 1, 2020, who maintain medical insurance through the County will receive reimbursement of insurance from the Auditor's Office equal to one-half of employee-only CalPERS Region 1 Platinum premium minus the Minimum Employer Contribution.

8.4 Retiree Dental Insurance

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

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

8.5 Life Insurance

The County provides employees with a life insurance policy that is two times their annual base salary.

Article 9. CalPERS Retirement

9.1 Safety Retirement

Employees hired before February 5, 2012, 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 new members 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 new members 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.

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

9.2 Miscellaneous Retirement

Employees hired before November 2, 2012, receive the 2% at 55 miscellaneous CalPERS formula with the one (1) year final average compensation period. These employees pay the required seven percent (7.0%) member contribution on a pre-tax basis.

Employees hired after November 1, 2012, who are not classified as new members receive the 2% at 60 miscellaneous CalPERS formula with the three (3) year final average compensation period. These employees pay the required seven percent (7.0%) member contribution on a pre-tax basis.

Employees hired after December 31, 2012, who are classified as new members receive the 2% at 62 miscellaneous 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.

Miscellaneous retirement formulas have the following CalPERS retirement benefits:

- Sick Leave Service Credit
- Military Service Credit
- Non-Industrial Disability Standard
- Post-Retirement Death Benefits: \$500.00 Lump Sum
- 2% Retirement COLA

Article 10. Deferred Compensation

Employees receive fifty dollars (\$50.00) per pay period into their deferred compensation account.

Article 11. Miscellaneous

11.1 Tuition Reimbursement

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

11.2 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

Article 12. Probationary Period

Employees will serve a twelve-month probationary period.

Article 13. Layoffs

13.1 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).

13.2 Layoff Procedure

When a reduction in the workforce becomes necessary, layoff(s) is accomplished by first determining the number of positions within each class that will be reduced. Layoffs are 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) are 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 will be by certified mail, and the employee has twenty-one (21) days to accept the offer of reemployment from the date on the postmark. Employees must report to work within forty-five (45) days of the postmark date on the recall notice. Employees are allowed to decline a recall one (1) time during the duration of the recall list. Declining a second recall opportunity permanently removes 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 a review with the Deputy County Administrator – Personnel and Risk Management Officer during regular business hours of the County. No adverse comment will be entered into the employee's 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 will be noted.

The employee has the right to submit a rebuttal to any information 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

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

Step 1: Immediate Supervisor

Employees believing they have a grievance, before filing the grievance in writing, will discuss their grievance with the immediate supervisor in an attempt to resolve the matter as simply and informally as possible. The grievance must be discussed with the immediate supervisor within fifteen (15) calendar 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.

If the grievance or complaint is not resolved at the immediate supervisor level within ten (15) calendar days after the discussion, it may be submitted to the next management level.

Step 2: Department Head

If the grievance is not resolved under Step 1, it may be submitted to the Department Head. The grievance must be submitted within fifteen (15) calendar days after the verbal decision of Step 1. Within five (7) calendar days after submission, the employee will meet with the appointing authority or designee, and within ten (15) calendar days after the meeting, a written decision will be delivered to the employee.

Article 16. Concerted Activities

16.1 Peaceful Performance Clause

The parties to this Memorandum of Understanding 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 employee take part in any strike, sympathy 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 is prohibited on matters involving wages, insurance coverage, and leaves from work during the term of this Memorandum of Understanding. In the event of any work stoppage by any employee, the County is not required to negotiate on the merits of any dispute which may have given rise to work stoppage until the work stoppage has ceased.

16.2 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 employee, the Association, through its officers, must immediately declare in writing and publicize that the work stoppage is illegal and unauthorized and further direct its members in writing to cease the said conduct and resume work. Copies of the written notice must 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 a work stoppage, the Association is not liable for any damages caused by the violation of this provision. The County has 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 has 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 supersedes and replaces all prior side letters and Memoranda of Understandings, and is the full, final, and only agreement between the County and the Association. Severability

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

Article 18. Term

This Memorandum of Understanding is effective from September 15, 2024, through midnight September 25, 2027.

Date: 9/10/2024

Date: 9/10/2024

County of Siskiyou

Probation and Juvenile Peace Officers' Association

DocuSigned by:
Angela Davis
F2688EAB068C43D...
Angela Davis
County Administrative Officer

DocuSigned by:
Ryan Betts
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Ryan Betts, Bargaining Team Member

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Hayley Hudson
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Hayley Hudson
Deputy County Administrator
Personnel and Risk Management Officer

DocuSigned by:
Matt Rokes
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Matt Rokes
Rains Lucia Stern St. Phalle & Silver, PC

Appendix "A" Recognition

Deputy Probation Officer I

Deputy Probation Officer II

Probation Aide

Probation Resource Officer

Senior Deputy Probation Officer

Supervising Probation Officer

Supervising Probation Resource Officer

Appendix “B” Salary Schedule

Effective September 29, 2024, all classifications shall receive a three percent (3.0%) increase.

| Class Specification Title | Pay Range | FLSA | Step 1 |
|--|------------------|-------------|---------------|
| Deputy Probation Officer I | PO044 | CO | \$23.70 |
| Deputy Probation Officer II | PO057 | CO | \$26.98 |
| Probation Aide | PO029 | CO | \$20.41 |
| Probation Resource Officer | PO032 | CO | \$21.03 |
| Senior Deputy Probation Officer | PO066 | CO | \$29.50 |
| Supervising Probation Officer | PO076 | CO | \$32.58 |
| Supervising Probation Resource Officer | PO048 | CO | \$24.66 |

Effective September 28, 2025, all classifications shall receive a four percent (4.0%) increase.

| Class Specification Title | Pay Range | FLSA | Step 1 |
|--|------------------|-------------|---------------|
| Deputy Probation Officer I | PO044 | CO | \$24.65 |
| Deputy Probation Officer II | PO057 | CO | \$28.05 |
| Probation Aide | PO029 | CO | \$21.23 |
| Probation Resource Officer | PO032 | CO | \$21.87 |
| Senior Deputy Probation Officer | PO066 | CO | \$30.68 |
| Supervising Probation Officer | PO076 | CO | \$33.88 |
| Supervising Probation Resource Officer | PO048 | CO | \$25.64 |

Effective September 27, 2026, all classifications shall receive a two percent (2.0%) increase.

| Class Specification Title | Pay Range | FLSA | Step 1 |
|--|------------------|-------------|---------------|
| Deputy Probation Officer I | PO044 | CO | \$25.14 |
| Deputy Probation Officer II | PO057 | CO | \$28.62 |
| Probation Aide | PO029 | CO | \$21.66 |
| Probation Resource Officer | PO032 | CO | \$22.31 |
| Senior Deputy Probation Officer | PO066 | CO | \$31.29 |
| Supervising Probation Officer | PO076 | CO | \$34.56 |
| Supervising Probation Resource Officer | PO048 | CO | \$26.16 |