

Memorandum of Understanding

Between

The County of Siskiyou

And

The Sheriffs Management Unit



June 25, 2023, through June 24, 2026

Table of Contents

Preamble.....	1
Article 1 - Recognition	1
Article 2 - County Rights.....	1
Article 3 - Association Rights.....	1
1. Dues	1
2. Notice of Meet and Confer.....	1
3. Officers	2
4. Association Release Time	2
5. New Hire Orientation	2
6. Bulletin Boards	2
7. Use of Facilities	2
8. Association Communications	2
Article 4 - Employee Rights	3
1. Right to Join or Abstain	3
2. Right to Representation.....	3
Article 5 - Compensation	3
1. Salary Schedule	3
2. Cost of Living Adjustment.....	3
3. Step Advancement	3
4. Benchmarking (Effective July 9, 2023)	3
5. Medicare Tax.....	4
6. Peace Officers Standards of Training (POST) Pay (Effective July 9, 2023)	4
7. Special Assignment Incentives (Effective July 9, 2023).....	4
8. Local Emergency Pay.....	4
9. Grant or Service Contract Premium Pay	4
10. Longevity.....	5
Article 6 - Administrative Leave	5
Article 7 - Insurance	5
1. Health Insurance	5
2. Vision Insurance.....	6
3. Life Insurance	6
4. Retiree Insurance	6
Article 8 - Retirement Benefits.....	6

Article 9 - Laborers Northern California Health and Welfare plan..... 7

Article 10 - Leaves..... 7

 1. Holidays..... 7

 2. Holiday-in-Lieu (Sheriff's Office Only)..... 7

 3. Sick Leave..... 2

 4. Vacation Accrual and Use 2

Article 11 - Miscellaneous Benefits..... 2

 1. Deferred Comp 2

 2. Uniform Allowance 2

Article 12 - Reinstatement 3

Article 13 - Contracting Out 3

Article 14 - Probationary Period 3

 1. Probationary Period..... 3

Article 15 - Layoffs..... 3

Article 16 - Grievance Procedure 4

 1. Procedural Steps..... 4

Article 17 - Book and Tuition Reimbursement..... 6

Article 18 - Effect of Prior Memorandums of Understanding 6

Article 19 - Severability..... 6

Article 20 - Terms of Agreement 6

Preamble

This agreement between the County of Siskiyou (County) and the Sheriffs' Management Unit (SMU), has as its purpose the promotion of harmonious labor relations between the County and the SMU, and the establishment of rates of pay, hours of work, and other conditions of employment.

Article 1 - Recognition

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

Article 2 - County 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.

Article 3 - Association Rights

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 will 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 will promptly cease dues deductions from the employee's paycheck. The Association will hold the County harmless from any and all claims and will indemnify it against any unusual costs in implementing these provisions, and will 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 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.

3. Officers

The Association will provide a list of their Association leadership to the County annually in January. The list will 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 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 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

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

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.

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 4 - Employee Rights

1. Right to Join or Abstain

Employees have the right to join or refuse to join 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.

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

Article 5 - Compensation

1. Salary Schedule

The Salary Schedule consists of seven (7) steps, with 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.

2. Cost of Living Adjustment

Effective July 9, 2023, all classifications will receive a five percent (5.0%) cost of living adjustment.

3. Step Advancement

Employees automatically receive a step advancement until they reach the top step of their salary schedule unless they receive a performance evaluation prior to their anniversary date where the overall rating is equivalent to "unacceptable" or "needs improvement."

Effective July 9, 2023, sworn employees will receive a three-step advancement.

Effective July 9, 2023, correctional employees will receive a two-step advancement.

4. Benchmarking (Effective July 9, 2023)

Step 5 of the Jail Lieutenant and Sheriff Lieutenant classification will be benchmarked at least twenty percent (20%) above step 5 of the Sheriff Sergeant classification.

Step 5 of the Chief District Attorney Investigator classification will be benchmarked at least twenty percent (20%) above step 5 of the Supervising District Attorney Investigator classification.

5. Medicare Tax

The County will pay the employees share of the Medicare tax.

6. Peace Officers Standards of Training (POST) Pay (Effective July 9, 2023)

Employees who possess a POST Supervisory Certificate receive POST Certificate pay of five percent (5.0%) of their base hourly rate of pay.

Employees who possess a POST Management Certificate receive POST Certificate pay of five percent (5.0%) of their base hourly rate of pay.

7. Special Assignment Incentives (Effective July 9, 2023)

The Sheriff or the District Attorney has the sole discretion to make special assignments and transfers.

Detective Premium – Employees assigned who are routinely and consistently assigned to detectives receive detective premium of five percent (5.0%) of their base hourly rate of pay for the duration of the assignment.

Narcotic Premium – Employees who are routinely and consistently assigned to drug enforcement, including the Narcotics Task Force and Marijuana Eradication Team receive Narcotic Premium of five percent (5.0%) of their base hourly rate of pay.

Patrol Premium – Employees who are routinely and consistently assigned to patrol receive Patrol Premium of five percent (5.0%) of their base hourly rate of pay for those hours worked on patrol.

Duty Commander Premium – Employees assigned as the Duty Commander receive four hundred and sixty dollars (\$460.00) per pay period.

8. Local Emergency Pay

Employees who work in excess of their scheduled forty (40) hour workweek or on their day off for a formally declared local emergency by the appropriate authorities will receive overtime at one and a half times their regular rate of pay.

9. Grant or Service Contract Premium Pay

Employees who work in excess of their scheduled forty (40) hour workweek or on their day off responding to a request for mutual aid or in an assignment that is fully funded by a grant or service contract will receive overtime at one and a half times their regular rate of pay for all hours worked in excess of forty (40).

10. Longevity

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.

Article 6 - Administrative Leave

Employees accrue fifty-six (56) hours of administrative leave annually on January 1. Administrative leave is prorated for permanent part-time employees. Employees may cash out up to forty (40) hours of administrative leave. Payment will be processed the pay period following receipt of the request. Employees hired during the calendar year will receive prorated administrative leave hours with the hours being rounded to the nearest one-third (four (4) months) of the year. Administrative leave must be used in the year it is accrued or it will be forfeited on December 31.

Article 7 - Insurance

1. Health Insurance

Medical Insurance – The County contracts for employees, 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 is equal to the difference between the Medical Benefit and the Total Benefit.

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

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

Note 5: The total benefit is 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. Life Insurance

The County provides employees with a term life insurance equal to two (2) times their gross annual salary.

4. Retiree Insurance

Employees hired prior to January 1, 2020, 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.

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.

Article 8 - Retirement Benefits

Employees hired prior to 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 (9.0%) member contribution, on a pre-tax basis.

Employees hired after February 4, 2012, who are not classified as a new member receive the 3% at 55 safety CalPERS formula with the three (3) year final average compensation period. These employees pay the required nine percent (9.0%) member contribution, on a pre-tax basis.

Employees hired after December 31, 2012, who are classified as a new member 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
- Military Service Credit § 21024
- 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 9 - Laborers Northern California Health and Welfare plan

The County continues to contribute to the Industrial Supplemental Plan offered by the Laborers Northern California Health and Welfare plan, in the amount of \$44.80 per pay period per employee.

Article 10 - Leaves

1. Holidays

The County observes the following holidays:

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

2. Holiday-in-Lieu (Sheriff's Office Only)

Effective July 9, 2023, employees are in positions that are scheduled to work without regard for the holidays listed above. Employees 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. Sick Leave

Employees accrue sick leave at the rate of 3.7 hours per pay period. Part-time employees 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.

4. Vacation Accrual and Use

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.

Article 11 - Miscellaneous Benefits

1. Deferred Comp

The County contributes seventy-seven dollars (\$77.00) per pay period to the employees' designated deferred compensation program.

2. Uniform Allowance

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

Article 12 - Reinstatement

Employees reinstated pursuant to County Personnel Policy, Section 6.4, within two (2) years of a resignation in good standing, will have seniority reinstated for purposes of County service for layoffs and leave accruals.

Article 13 - Contracting Out

The County will meet and confer, upon request of SMU, to discuss the impact of any proposal to contract out services of the bargaining unit. The County reserves the right to contract out at its sole discretion.

Article 14 - Probationary Period

1. Probationary Period

The probationary period for new hires and promotions is twelve (12) months.

Article 15 - 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 the work force becomes necessary, layoff(s) are accomplished by first determining the number of positions within each class that is reduced. Layoffs are determined by classification seniority, that 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) will 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 will be by certified mail and the employee has twenty-one (21) days to accept the offer of reemployment from the postmark date on the recall notice. Employees are required to 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 will permanently remove an employee from the recall list.

Article 16 - Grievance Procedure

The County of Siskiyou has adopted a grievance procedure relating to filing and appealing grievances for members of this unit. That procedure can be found in the attached County of Siskiyou Grievance & Complaint Resolution Procedure.

Note: For Equal Employment Opportunity/Discrimination complaint Procedures please see the County of Siskiyou Discrimination Complaint Form.

Grievance Complaint Procedures. 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 (i) 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.

1. Procedural Steps

Grievances or complaints must be filed on a form provided by the Personnel Office under the following procedure:

Step 1: Immediate Supervisor

Each employee believing they have a grievance or complaint, before filing the same in writing, will discuss their 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 must be submitted within fifteen (15) working days after the verbal decision of Step 1. Within five (5) working days after submission, the employee will meet with the appointing authority or a designated representative, and within ten (10) working days after said meeting a written decision will be delivered to the employee.

Step 3 County Grievance Panel

If the grievance or complaint is not resolved under Step 2, it may be submitted to a County Mediation Panel within ten (10) working days of the employee's receipt of the above decision. The panel will consist of the County Administrator or designee and the Deputy County Administrator – Personnel and Risk Management Officer or designee and two (2) representatives of the employee association. Within ten (10) working days after submission, the employee will meet with the Mediation Panel and within five (5) working days after said meeting a written recommendation will be delivered to the Deputy County Administrator – Personnel and Risk Management Officer. The Deputy County Administrator – Personnel and Risk Management Officer will provide the employee and the appointing authority a written decision within five (5) working days after receiving the Panel's recommendation.

Step 4 State Mediation

If the grievance or complaint is not resolved under Step 2/3, it will be submitted to Personnel. Within five (5) working days after receipt the Personnel Manager will contact the State Mediation and Conciliation Service and a mediation date will be scheduled at the soonest possible date.

Step 4 - Board of Supervisors

(a) If the grievance or complaint is not resolved under Step 4, it may be appealed to the Board of Supervisors. Appeals will be filed in writing with the Clerk of the Board of Supervisors within ten (10) working days from the time a decision was rendered in Step 4. The Clerk of the Board of Supervisors will advise the Board of the grievance or complaint appeal within fifteen (15) working days. As soon as practicable thereafter, the Board of Supervisors will hear the grievance or complaint in accordance with the rules for hearing established by the Board, and make a written decision that is binding on all parties involved.

(b) If an employee does not appeal the decision rendered regarding the grievance or complaint within the time limits, the grievance or complaint is considered resolved.

(c) If a County representative does not render a decision to the employee within the time limitations, the employee may, within five (5) working days thereafter, appeal to the next step in the procedure.

(d) If the management representative does not feel he or she has the authority to resolve the grievance or complaint, the grievance or complaint may be referred to the next step in the procedure.

(e) The Deputy County Administrator – Personnel and Risk Management Officer may temporarily suspend the grievance processing on a unit, division, department, or county-wide basis in an emergency situation. A formally recognized employee organization that represents employees in a unit that has had the grievance or complaint processing suspended may appeal to the Board of Supervisors.

(f) By agreement in writing, the parties may extend any and all time limitations of this procedure.

(g) Any grievance or complaint petition resolved at any step of the grievance procedure is final and binding on the County and the grievant.

(h) Any grievance or complaint may be withdrawn by the grievant at any time, in writing, without prejudice.

(i) Upon consent of the person hearing the grievance or complaint petition and the grievant, a petition may be re-submitted to a lower step in the procedure for reconsideration.

This provision will supersede the grievance language in the Employer-Employee relations policy.

Article 17 - Book and Tuition Reimbursement

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

Article 18 - Effect of Prior Memorandums of Understanding

This Memorandum of Understanding supersedes and replaces all prior Memorandums of Understanding, and is the full, final, and only agreement between the County and the Sheriff's Management Unit. It is the intent of the parties hereto that the provisions of this Memorandum of Understanding 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 governs the entire relationship and is the sole source of any and all rights that may be asserted hereunder.

Article 19 - 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 remain in full force and effect.

Article 20 - Terms of Agreement

This Memorandum of Understanding is effective from June 25, 2023, and remain in full force and effect until June 24, 2026.

Date: 6/14/2023

County of Siskiyou

DocuSigned by:
Angela Davis 6/8/2023

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Angela Davis
County Administrator

DocuSigned by:
Michael Jarvis 6/8/2023

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Michael W. Jarvis
Liebert Cassidy Whitmore

DocuSigned by:
Melissa Cummins 6/14/2023

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Melissa Cummins
Deputy County Administrator
Personnel and Risk Management Officer

Date: 6/6/2023

Sheriffs Management Unit

DocuSigned by:
Chris Miller 6/6/2023

1608C03F6A5D4D8...
Christopher Miller
President

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Matt Rokes
Business Agent