

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
COUNTY OF SISKIYOU
AND
DEPUTY SHERIFFS' ASSOCIATION



October 2, 2022, through September 21, 2024

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Preamble

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

Article 1 - Recognition

The County recognizes DSA 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 so notice the Association and, upon request, meet and confer with the Association on the impact of the expanded volunteer use. The County reserves the right to contract out at its sole discretion.

Article 3 - Employee Rights

3.1. 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/non-membership, political affiliation, or military and veteran status or any other basis protected by law.

3.2. 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.

3.3. 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.

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 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).

4.2. 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.

4.3. 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.

4.4. 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.

4.5. Association Time Bank

Association members may donate vacation time and compensatory time off to the DSA Association Time Bank. Only Association Officers or bargaining team members may draw from the bank. Requests to use time from the bank must be made reasonably in advance of the use, and is subject to approval of the DSA President and the operational needs of the department.

4.6. New Hire Orientation

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

4.7. Membership List

The County will provide the Association quarterly with a list containing: the full name, job classification, work, home and personal cellular telephone numbers, home address, and personal and work email addresses. This does not require the County to provide information that they do not possess.

4.8. 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.

4.9. 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.

4.10. 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

5.1. Salary Schedule

The salary schedule will consist of five (5) steps. The salary schedule will be attached as Appendix "B". Employees will advance steps upon completion of a satisfactory performance evaluation.

5.2. Salary Increases

Effective October 2, 2022, all classifications shall receive an eight percent (8.0%) salary increase.

Effective October 1, 2023, all classifications shall receive a two percent (2.0%) salary increase.

5.3. Overtime

The County implemented a twenty-eight (28) day 207(k) Fair Labor Standards Act (FLSA) exemption. Forty (40) 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.

Article 6 - Hours

6.1. Hours of Work

The workweek shall be established as Sunday through Saturday.

6.2. Schedule Changes

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

6.3. 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).

6.4. Flexible Work Schedule

Employees may work a flexible work schedule upon approval of the Department Head or designee and the written approval of the Deputy County Administrator – Personnel and Risk Management Officer or designee. Flexible work schedules will be for a minimum duration of three (3) months.

Article 7 - Other Pays

7.1. 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.

7.2. POST Pay

Employees who possess an Intermediate POST Certificate will receive POST Certificate pay in the amount of five percent (5.0%) of their base hourly rate of pay.

Employees who possess an Advanced POST Certificate will receive POST Certificate pay in the amount of five percent (5.0%) of their base hourly rate of pay.

7.3. Special Assignment Pay

The Sheriff has the sole discretion to make special assignments and transfers. Employees may submit interest cards for special assignments and transfers. Interest cards shall be reviewed by the Sheriff prior to making special duty assignments or transfers. Interest cards submitted by employees will be valid for a one (1) year.

Employees will be eligible for a maximum of five percent (5.0%) special assignment pay under this section, if the employee is performing more than one special assignment, the employee will receive the special assignment pay in the following order:

Detective Premium – Employees who are routinely and consistently assigned to detectives 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.

Field Training Officer (FTO) Premium – 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.

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

Explosive Ordinance Disposal Team – Employees who are routinely and consistently assigned to handle hazardous and explosive materials will receive hazard premium in the amount of five percent (5.0%) of their base hourly rate of pay.

Dive Team – Employees who are routinely and consistently assigned to the Dive Team will receive an additional five percent (5.0%) of their base hourly rate of pay.

Special Response Team – Employees who are routinely and consistently assigned to the Special Response Team will receive an additional five percent (5.0%) of their base hourly rate of pay.

Search and Rescue Team – Employees who are routinely and consistently assigned to the Search and Rescue Team will receive an additional five percent (5.0%) of their base hourly rate of pay.

7.4. Canine Pay

Employees who are routinely and consistently assigned to handle, train, and board a canine will receive an additional three and a half (3.5) hours of overtime per week.

7.5. Officer-in-Charge Pay

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.

7.6. 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.

7.7. 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.

7.8. Rural Area Premium Pay

Employees who are routinely and consistently assigned to Butte Valley or Happy Camp will receive Branch Assignment Premium in the amount of five percent (5.0%) of their base rate of pay for their scheduled shift.

7.9. 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.

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

7.10. Uniform Allowance

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

7.11. Meals

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

Article 8 - Leaves

8.1. Holidays

The County will observe 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 |

8.2. Holidays (District Attorney's Office)

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

Full-time employees accrue twenty-four (24) floating holiday hours on the paycheck that includes January 1 of each year. Part-time accrue a pro-rata of floating holiday hours on the paycheck that includes 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, or they will be forfeited.

8.3. Holiday-in-lieu (Sheriff's Office)

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.

8.4. 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.

8.5. Sick Leave

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.

Article 9 - Health and Welfare

9.1. Medical and Dental Insurance

The County pays 100% of the Laborers Northern California Health and Welfare Trust Special Plan III monthly premium.

Effective plan year 2023, County will pay 95% of the Laborers Northern California Health and Welfare Trust Special Plan III monthly premium.

Effective plan year 2024, the County contracts for employee, dependents, retirees and dependents medical insurance benefit plans through the CalPERS Public Employees Medical and Hospital Care Program. Employees have the option of enrolling in any of the available plans provided by CalPERS.

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:

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.

9.2. Vision Insurance

Effective plan year 2024 County provides vision insurance for employees and their dependents.

9.3. Retiree Medical Insurance

Employees hired prior to October 2, 2022, who retire from the County and 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.

9.4. 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

9.5. Disability Insurance

The County provides employees with long-term and short-term disability insurance.

The County will discontinue providing employees with short-term and long-term disability insurance at midnight on June 24, 2023.

9.6. Life Insurance

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

9.7. Employee Assistance Program

The County provides employees with an Employee Assistance Program (EAP).

Article 10 - 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 11 - Laborers National Pension Fund

The County contributes for each employee forty-four dollars and eighty cents (\$ 44.80) per pay period to the Liuna National (Industrial) Pension Fund (Fund). The County will fund any future increases to said plan.

Should the employees no longer be eligible to participate in the Fund due to an action by the DSA, those employees participating in the Fund as of the date it is no longer in effect shall be responsible, via payroll deduction, to pay the County for any liability the County incurs by termination of the employee participation in the Fund.

Employee reimbursement to the County shall be based on a schedule of four (4) years of bi-weekly payments equally divided by the current plan participants. Each affected employee shall be credited the amount of \$ 20.00 bi-weekly as partial payment towards the 104 payment schedule. The affected employees shall be responsible for the remaining amounts.

Article 12 - Miscellaneous

12.1. 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.

12.2. 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 | \$ 1,000.00 |
| • Wedding ring | \$ 500.00 |
| • One tasteful ring | \$ 500.00 |
| • Earrings | \$ 250.00 |
| • Personal clothing (per item) | \$ 40.00 |
| • Required uniform components | at cost |

Article 13 - Probationary Period

Deputy Sheriff I – 830.1(c) classification will be a probationary classification. Employees must start POST academy within one year of hire or within six months of turning 21, upon completion of the Academy the employee will be promoted to Deputy Sheriff II or released from probation.

Deputy Sheriff II – 803.1(a) classification. A Deputy Sheriff II must complete their field training program and pass their probation within twelve (12) months, or they will be released from probation.

Article 14 - Layoffs

14.1. 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).

14.2. 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.

14.3. 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 15 - 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 16 - Grievance Procedure

The purpose of this procedure is an orderly process for reviewing and resolving employee grievances at the lowest possible administrative level in the shortest possible time.

A grievance is a complaint of one (1) or more employees or a dispute between the Association and the County involving the interpretation, application, or enforcement of the express terms of this Agreement or County Personnel Policy.

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

Grievances 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

Employees believing they have a grievance, before filing the same in writing, shall discuss their grievance with their immediate supervisor in an attempt to resolve the matter as simply and informally as possible. Said 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 has not been resolved at Step 1, within fifteen (15) calendar days after the discussion, the grievance may be submitted to Step 2.

Step 2: Department Head

If the grievance is not resolved under Step 1, it may be submitted by the employee or their representative to the Department Head. The grievance shall be submitted within fifteen (15) calendar days after the verbal decision of Step 1. Within seven (7) calendar days after submission, the employee shall meet with the Department Head or designee, and within fifteen (15) calendar days after said meeting a written decision shall be delivered to the employee.

Step 3: County Grievance Panel

If the grievance is not resolved under Step 2, it may be submitted to a County Mediation Panel within fifteen (15) calendar 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 DSA. Within fifteen (15) calendar days after submission, the employee shall meet with the Mediation Panel and within seven (7) calendar days after said meeting a written recommendation shall be delivered to the Deputy County Administrator Personnel and Risk Management Officer. The Deputy County Administrator Personnel and Risk Management Officer shall provide the employee and the Department Head a written decision within seven (7) calendar days after receiving the Panel's recommendation.

Step 4: State Mediation

If the grievance is not resolved under Step 3, it shall be submitted to Deputy County Administrator Personnel and Risk Management Officer. Within seven (7) calendar days after receipt the Deputy County Administrator Personnel and Risk Management Officer shall contact the State Mediation and Conciliation Service and a mediation date will be scheduled at the soonest possible date.

Step 5: Board of Supervisors

If the grievance is not resolved under Step 4, it may be appealed to the Board of Supervisors. Such appeal shall be filed in writing with the Clerk of the Board of Supervisors within fifteen (15) calendar days from the time a decision was rendered in

Step 4. The Clerk of the Board of Supervisors shall advise the Board of the grievance or complaint appeal within fifteen (15) calendar days. As soon as practicable thereafter, the Board of Supervisors shall hear the grievance in accordance with the rules for hearing established by the Board, and make a written decision which shall be binding on all parties involved.

- a. If an employee does not appeal the decision rendered regarding the grievance or complaint within the time limits, the grievance or complaint shall be considered resolved.
- b. If a County representative does not render a decision to the employee within the time limitations, the employee may, within seven (7) calendar days thereafter, appeal to the next step in the procedure.
- c. If the management representative does not feel they have the authority to resolve the grievance or complaint, the grievance or complaint may be referred to the next step in the procedure.
- d. The Deputy County Administrator Personnel and Risk Management Officer may temporarily suspend the grievance processing in an emergency situation. The DSA may appeal suspended grievances to the Board of Supervisors.
- e. By agreement in writing, the parties may extend any and all time limitations of this procedure.
- f. Any grievance petition resolved at any step of the grievance procedure shall be final and binding on the County and the grievant.
- g. Any grievance may be withdrawn by the grievant at any time, in writing, without prejudice.

Article 17 - Concerted Activities

17.1. 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.

17.2. 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 18 - 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 19 - Reopeners

19.1. Salary Survey

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

19.2. Hiring Bonuses or Resident Deputy Incentives

Upon request by County the DSA will meet and confer over hiring bonuses or resident deputy incentives.

Article 20 - 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 shall remain in full force and effect.

Article 21 - Term

This Memorandum of Understanding shall be effective from October 2, 2022, and remain in effect through September 21, 2024.

Date: 1/23/2023

Date: 1/8/2023

County of Siskiyou

Deputy Sheriffs' Association

DocuSigned by:

Angela Davis

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Angela Davis
County Administrative Officer

DocuSigned by:

Charlie Nowdesha

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Charlie Nowdesha
President

DocuSigned by:

Michael Jarvis

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Michael W. Jarvis
Liebert Cassidy Whitmore

DocuSigned by:

Ron Copeland

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Ron Copeland
Labor Relations Representative

DocuSigned by:

Melissa Cummins

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Melissa Cummins
Deputy County Administrator
Personnel and Risk Management Officer

Appendix "A" Recognition

Deputy Sheriff I

Deputy Sheriff II

District Attorney Investigator

Sheriff Sergeant

Supervising District Attorney Investigator

Appendix "B" Salary Schedule

Effective Through October 1, 2022

Classification	Range	Step 1	Step 2	Step 3	Step 4	Step 5
Deputy Sheriff I	SG035	\$20.770	\$21.800	\$22.900	\$24.030	\$25.250
Deputy Sheriff II	SG039	\$22.710	\$23.850	\$25.050	\$26.300	\$27.620
District Attorney Investigator	SG145	\$27.290	\$28.640	\$30.080	\$31.600	\$33.150
Sheriff Sergeant	SG043	\$25.914	\$27.210	\$28.570	\$29.999	\$31.499
Supervising District Attorney Investigator	SG149	\$30.052	\$31.555	\$33.132	\$34.789	\$36.528

Effective October 2, 2022

Classification	Range	Step 1	Step 2	Step 3	Step 4	Step 5
Deputy Sheriff I	SG035	\$22.432				
Deputy Sheriff II	SG039	\$24.527	\$25.758	\$27.054	\$28.404	\$29.830
District Attorney Investigator	SG145	\$29.473	\$30.931	\$32.486	\$34.128	\$35.802
Sheriff Sergeant	SG043	\$27.987	\$29.387	\$30.856	\$32.399	\$34.019
Supervising District Attorney Investigator	SG149	\$32.456	\$34.079	\$35.783	\$37.572	\$39.450

Effective October 1, 2023

Classification	Range	Step 1	Step 2	Step 3	Step 4	Step 5
Deputy Sheriff I	SG035	\$22.880				
Deputy Sheriff II	SG039	\$25.017	\$26.273	\$27.595	\$28.972	\$30.426
District Attorney Investigator	SG145	\$30.063	\$31.550	\$33.136	\$34.811	\$36.518
Sheriff Sergeant	SG043	\$28.547	\$29.975	\$31.473	\$33.047	\$34.699
Supervising District Attorney Investigator	SG149	\$33.105	\$34.761	\$36.498	\$38.324	\$40.239

SIDE LETTER AGREEMENT BETWEEN THE COUNTY OF SISKIYOU AND DEPUTY SHERIFFS' ASSOCIATION

SL#2023-03 – DSA Catastrophic Leave Pool

The County and the Deputy Sheriffs' Association (DSA) met and conferred in good faith and agreed to the following:

Effective upon execution of this Agreement the County will no longer accept donations to the DSA Catastrophic Leave Pool.

Effective 11:59 pm on July 8, 2023, the DSA Catastrophic Leave Pool will be closed.

The County will provide the DSA with a check for the remaining value of the DSA Catastrophic Leave Pool no later than July 31, 2023.

If the County receives any subsequent refund payments to the DSA Catastrophic Leave Pool, they will be promptly forwarded to the DSA.

Date: 5/1/2023

Date: 4/29/2023

County of Siskiyou

DSA

DocuSigned by: Angela Davis
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DocuSigned by: Charlie Nowdesha
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DocuSigned by: Michael Jarvis
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DocuSigned by: Ron Copeland
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DocuSigned by: Melissa Cummins
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SIDE LETTER AGREEMENT BETWEEN THE COUNTY OF SISKIYOU AND DEPUTY SHERIFFS' ASSOCIATION

SL#2023-02 – Referral and Signing Bonus

The County and the Deputy Sheriffs' Association (DSA) met and conferred in good faith and greed 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.

New employees who are academy graduates employed after March 21, 2023, will receive a signing bonus of \$5,000. Fifty percent is paid upon hire, and fifty percent is paid once they satisfactorily complete their probationary period.

For new laterals, the employee will receive an additional \$1,000 per year for previous P.C. 830.1(a) service minus their probationary period with a maximum of \$10,000. Fifty percent is paid upon hire, and fifty percent is paid once they satisfactorily complete their probationary period.

This agreement expires on December 31, 2024.

Date: 4/4/2023

Date: 3/26/2023

County of Siskiyou

DocuSigned by: Angela Davis

County Administrative Officer

DocuSigned by: Michael Jarvis

Liebert Cassidy Whitmore

DocuSigned by: Melissa Cummins

Deputy County Administrator
Personnel and Risk Management Officer

DSA

DocuSigned by: Charlie Nowdesha

President

DocuSigned by: Ron Copeland

Business Agent

SIDE LETTER AGREEMENT BETWEEN THE COUNTY OF SISKIYOU AND DEPUTY SHERIFFS' ASSOCIATION

SL#2023-01 – Rural Area Premium Pay

The County and the Deputy Sheriffs' Association (DSA) met and conferred in good faith and greed to amend Article 7.8 Rural Area Premium Pay as follows:

7.8 Rural Area Premium Pay

Employees who are routinely and consistently assigned to Butte Valley or Happy Camp will receive Branch Assignment Premium in the amount of five percent (5.0%) of their base rate of pay for their scheduled shift.

Effective April 16, 2023, employees who live in Butte Valley or Happy Camp and who are routinely and consistently assigned to Butte Valley or Happy Camp will receive an additional \$230.77 per pay period for Branch Assignment Premium.

Date: 4/4/2023

Date: 3/26/2023

County of Siskiyou

DocuSigned by: Angela Davis

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Angela Davis

County Administrative Officer

DocuSigned by: Michael Jarvis

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Michael W. Jarvis,

Liebert Cassidy Whitmore

DocuSigned by: Melissa Cummins

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Melissa Cummins

Deputy County Administrator
Personnel and Risk Management Officer

DSA

DocuSigned by: Charlie Nowdesha

41468514C45E4E1
Charlie Nowdesha

President

DocuSigned by: Ron Copeland

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Ron Copeland

Business Agent

SIDE LETTER AGREEMENT BETWEEN THE COUNTY OF SISKIYOU AND
DEPUTY SHERIFFS' ASSOCIATION
SL#2023-05 – Academy Reimbursement Agreement

The County and the Deputy Sheriffs' Association (DSA) met and conferred in good faith and agreed to the following:

The County will recruit academy students, if the student accepts employment with the County as a Deputy Sheriff I, the County will pay the Student while attending the California Peace Officer Standards and Training (POST) approved police academy (the Academy). Upon successful completion of the Academy the County will reimburse the employee for the full cost of the Academy tuition. If the employee separates employment within three (3) years of being promoted to Deputy Sheriff II, the employee will be responsible for reimbursing the County a prorated portion of the cost of the Academy.

If the County hires a Deputy Sheriff I, and subsequently sends them to the Academy and the employee separates employment within three (3) years of being promoted to a Deputy Sheriff II, the employee will be responsible for reimbursing the County a prorated portion of the cost of the Academy.

The repayment agreements are attached as Academy Recruit Repayment Agreement and Deputy Sheriff Repayment Agreement.

Date: 12/11/2023

Date: 12/4/2023

County of Siskiyou

DocuSigned by:
Angela Davis

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Angela Davis

County Administrative Officer

DocuSigned by:
Michael Jarvis

4790A6511664490
Michael W. Jarvis,

Liebert Cassidy Whitmore

DocuSigned by:
Hayley Hudson

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Hayley Hudson
Deputy County Administrator
Personnel and Risk Management Officer

DSA

DocuSigned by:
Marquise Williams

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Marquise Williams

President

DocuSigned by:
Ron Copeland

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Ron Copeland

Business Agent

COUNTY OF SISKIYOU
ACADEMY RECRUIT REPAYMENT AGREEMENT

This Agreement (Agreement) is made and entered into as of the ____ day of _____, 20____, by and between the County of Siskiyou (County) and _____, hereinafter referred to as (Deputy). The County and Deputy are collectively referred to below as the Parties.

RECITALS:

The County desires to attract and retain individuals who will demonstrate consistent motivation, interest, and initiative toward the pursuit of becoming Deputy Sheriffs with the County;

Deputy desires to become a Deputy Sheriff, but in order to do so, they must first successfully complete a California Peace Officer Standards and Training (POST) approved police academy (the Academy);

While Deputy attends the Academy, the County will retain Deputy in a temporary employment position as a Deputy Sheriff I for the purpose of meeting eligibility standards to be a Deputy Sheriff II when they successfully complete the Academy;

When Deputy successfully completes the Academy, subject to the County's hiring discretion, the County desires to employ Deputy as a Deputy Sherriff II, and Deputy desires to accept employment as a Deputy Sheriff II; and

In consideration of the mutual covenants herein contained, the Parties agree as follows:

1. Parties' Obligations

- a. Deputy represents that they meet the qualifications established in the County's job description for Deputy Sheriff II and are willing and able to perform the duties, as assigned, and as described in the Deputy Sheriff II job description.
- b. The County will employ Deputy as a temporary employee, as Deputy completes the Academy. The County will pay Deputy the hourly wage on the salary schedule for Deputy Sheriff I, per hour for the time Deputy spends completing the Academy. Deputy will receive benefits as identified in the Memorandum of Understanding between the County of Siskiyou and the Deputy Sheriff's Association (DSA). Deputy will not receive compensation for time spent commuting to or from the Academy. Time spent commuting to and from the Academy does not constitute hours worked. Deputy must submit a time sheet that records all hours worked.
- c. When Deputy successfully completes the Academy, the County will reimburse Deputy for the full cost of the tuition for the Academy (Tuition).

- d. Deputy will attend the required classes at the Academy.
- e. The County is not guaranteeing continued employment following successful completion of the Academy. Deputy understands that to be eligible for appointment to Deputy Sheriff II, they must:
 - 1. Successfully complete a POST Basic Certified Training Academy;
 - 2. Successfully complete medical examination(s);
 - 3. Successfully complete written and/or oral psychological examination(s); and
 - 4. Successfully complete a thorough background investigation and interview.
- f. This agreement does not grant any special rights or benefits from the County and does not require the County to offer a position as a Deputy Sheriff II.
- g. Deputy's employment under this Agreement is temporary and at-will, unless and until they successfully complete the Academy, is hired by the County as a probationary Deputy Sheriff II, and successfully completes the required 12-month probationary period. The probationary period for the Deputy Sheriff II position does not begin until the appointment to the Deputy Sheriff II position. Nothing in this Agreement creates a property right in Deputy's employment. Until Deputy attains permanent status as a police officer, the County may at any time reassign, discipline, or separate Deputy's employment, without notice, and with or without cause.
- h. Following successful completion of the Academy, and upon the County exercising its discretion to promote Deputy as a Deputy Sheriff II, Deputy agrees to remain employed in good standing with the County as a Deputy Sheriff II for at least an additional thirty-six (36) months (Service Commitment). The Service Commitment ends thirty-six (36) months after being promoted to Deputy Sheriff II. A Service Commitment does not assure continued employment with the County.
 - 1. If Deputy separates employment with the County for any reason before the end of their Service Commitment, Deputy must repay the County a prorated amount of the Tuition paid by the County (Repayment Amount).
 - 2. The Repayment Amount is calculated on a per-month basis, rounded to the nearest full month divided by the total Service Commitment Period. For example, if the Deputy separates employment with the County twelve (12) months after being promoted to Deputy Sheriff II, the Deputy will be responsible for repaying a 24/36 or 2/3 ratio of the Tuition amount.
 - 3. If Deputy separates employment and must repay the County as specified above, and Deputy is not otherwise able to immediately repay the amount,

Deputy agrees to have the repayment amount billed to them by the County under a mutual arrangement between Deputy and County until the reimbursement payment amount is paid in full. Any agreed-upon repayment schedule will not exceed one (1) year after the date Deputy separates from employment with the County. Any missed or late payment makes the entire balance due and payable immediately.

2. Additional Terms

- a. Employees who have previously attained permanent status in a County position may exercise any retreat rights they may possess under the County of Siskiyou's Personnel Rules and Regulations.
- b. Nothing in this Agreement prevents, limits, or otherwise interferes with Deputy's right to resign their position; however, Deputy is responsible for repaying Tuition as specified above.
- c. Deputy agrees to release and hold harmless the County, its Sheriff's Office, officers, agents, or assigns, now and in the future, from any claim or damages regarding any or all of the above contained in this Agreement.
- d. The text of this Agreement constitutes the entire agreement between the County and Deputy.
- e. If any provisions or any portion contained in this Agreement is held to be invalid or unenforceable, the remainder of this Agreement or portion thereof is deemed severable and is not affected and remains in full force and effect.
- f. Any action to enforce the terms of this agreement must be filed in Siskiyou County Superior Court or the Eastern District of California for federal claims.

By signing below, the parties acknowledge agreement to the terms listed herein:

Deputy Name: _____
(print)

Deputy Signature: _____ Date _____

Jeremiah LaRue: _____ Date _____
Sheriff-Coroner, County of Siskiyou, California

COUNTY OF SISKIYOU
DEPUTY REPAYMENT AGREEMENT

This Agreement (Agreement) is made and entered into as of the ____ day of _____, 20____, by and between the County of Siskiyou (County) and _____, hereinafter referred to as (Deputy). The County and Deputy are collectively referred to below as the Parties.

RECITALS:

Deputy desires to become a Deputy Sheriff with the County, but in order to do so, must first successfully complete a California Peace Officer Standards and Training (POST) approved police academy (the Academy);

When the County sends current employees to the Academy, the county will cover the Academy tuition subject to the terms of this Agreement.

While Deputy attends the Academy, the County desires to retain Deputy for the purpose of providing training and learning experience in the field of law enforcement so that Deputy will meet eligibility standards to be a Deputy Sheriff II when they successfully complete the Academy;

When Deputy successfully completes the Academy, subject to the County's hiring discretion, the County desires to employ Deputy as a Deputy Sherriff II, and Deputy desires to accept employment as a Deputy Sheriff II; and

In consideration of the mutual covenants herein contained, the Parties agree as follows:

1. Parties Obligations

- a. Deputy represents they meet the qualifications established in the County's job description for Deputy Sheriff II and is willing and able to perform the duties, as assigned, and as described in the Deputy Sheriff II job description.
- b. Deputy will not receive compensation for time spent commuting to or from the Academy. Time spent commuting to and from the Academy does not constitute hours worked. Deputy must submit a time sheet that records all hours worked.
- c. Deputy will attend classes at the Academy until completion of the requirements to be eligible for employment as a probationary Deputy Sheriff II.
- d. The County is not guaranteeing continued employment following successful completion of the Academy. Deputy understands to be eligible for appointment to Deputy Sheriff II they must successfully complete a POST Basic Certified Training Academy.

- e. This agreement does not grant any special rights or benefits from the County and does not require the County to offer a position as a Deputy Sheriff II.
- f. Following successful completion of the Academy, and upon the County exercising its discretion to promote Deputy as a Deputy Sheriff II, Deputy agrees to remain employed in good standing with the County as a Deputy Sheriff II for at least an additional thirty-six (36) months (Service Commitment). The Service Commitment ends thirty-six (36) months after being promoted to Deputy Sheriff II. A Service Commitment does not assure continued employment with the County.
 - 1. If Deputy separates employment for any reason before the end of their Service Commitment, Deputy must repay the County a prorated amount of the Tuition paid by the County (Repayment Amount).
 - 2. The Repayment Amount is calculated on a per-month basis, rounded to the nearest full month divided by the total Service Commitment Period. For example, if the Deputy separates employment twelve (12) months after being promoted to Deputy Sheriff II, the Deputy will be responsible for repaying a 24/36 or 2/3 ratio of the Tuition amount.
 - 3. If Deputy separates employment and must repay the County as specified above, and Deputy is not otherwise able to immediately repay the amount, Deputy agrees to have the repayment amount billed to them by the County under a mutual arrangement between Deputy and County until the reimbursement payment amount is paid in full. Any agreed-upon repayment schedule will not exceed one (1) year after the date Deputy separates from employment. Any missed or late payment makes the entire balance due and payable immediately.

2. Additional Terms

- a. Employees who have previously attained permanent status in a County position may exercise any retreat rights they may possess under the County of Siskiyou's Personnel Rules and Regulations.
- b. Nothing in this Agreement prevents, limits, or otherwise interferes with Deputy's right to resign their position; however, Deputy is responsible for repaying Tuition as specified above.
- c. Deputy agrees to release and hold harmless the County, its Sheriff's Office, officers, agents, or assigns, now and in the future, from any claim or damages regarding any or all of the above contained in this Agreement.
- d. The text of this Agreement constitutes the entire agreement between the County and Deputy.

- e. If any provisions or any portion contained in this Agreement is held to be invalid or unenforceable, the remainder of this Agreement or portion thereof is deemed severable and is not affected and remains in full force and effect.
- f. Any action to enforce the terms of this agreement must be filed in Siskiyou County Superior Court or the Eastern District of California for federal claims.

By signing below, the parties acknowledge agreement to the terms listed herein:

Deputy Name: _____
(print)

Deputy Signature: _____ Date _____

Jeremiah Larue: _____ Date _____
Sheriff-Coroner, County of Siskiyou, California