**MEMORANDUM OF UNDERSTANDING**

**BETWEEN THE**

**COUNTY OF SISKIYOU**

**AND**

**DEPUTY SHERIFF’S ASSOCIATION**



**October 4, 2016 – September 24, 2021**

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**MEMORANDUM OF UNDERSTANDING**

**DEPUTY SHERIFF'S ASSOCIATION**

October 4, 2016 – September 24, 2021

**WITNESSETH:**

**01.00.00 GENERAL PROVISIONS - DEFINITIONS**

01.01.00 Employer: The term "employer" as used herein shall refer to the County of

Siskiyou.

01.02.00 Association: The term "association" as used herein shall refer to the Deputy Sheriff’s Association.

01.03.00 Employee: The term "employee" as used herein shall mean all regular

permanent employees of the unit or units represented by an Association or Union as established under the provisions of Siskiyou County Resolution No. 143, Book 11, as amended unless and except if specifically provided otherwise.

**02.00.00 AUTHORIZED AGENTS**

02.01.00 Authorized agents, for the purpose of administering the terms and condi­tions of this memorandum of understanding shall be:

Representing the County of Siskiyou,

County Administrator

P.O. Box 750

Yreka, California 96097

Representing the Association,

 Ron Copeland, Business Agent

United Public Employees of California Local 792

1800 Park Marina Drive

Redding, California 96001

02.02.00 The Association will have the following rights:

02.02.01 Stewards. Association Stewards shall be Association officers.

02.02.02 The right to the use of designated bulletin boards by the Association in each building or facility where Association employees are assigned provided that such use shall not extend to postings which are considered harassment, defamatory or abusive in nature.

02.02.03 The right to the use of County facilities for Association activities, providing that appropriate advance arrangements are made. The granting of such use may be conditioned on appropriate charges to offset the cost of such use and availability of such facilities.

02.02.04 The right to a copy of the Agenda for the Board of Supervisors.

02.02.05 The right to reasonable access to employee work locations for the officers of the Association and their officially designated representative for the purpose of meeting with management at process grievances. Access shall be restricted so as not to interfere with the normal operations of the Department or with established safety or security requirements.

02.02.06 The right, with prior approval, for the Association to utilize County duplicating equipment at a cost not to exceed that charged County departments and under the same conditions imposed upon County departments, and to utilize the County interoffice mail system, for the conducting of Association business.

**03.00.00 EFFECT OF PRIOR MEMORANDUMS OF UNDERSTANDING**

03.01.00 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 Deputy Sheriff’s 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.

**04.00.00 RECOGNITION**

04.01.00 Association Recognition. the employer hereby recognizes the Association as the only organization entitled to meet and confer on matters within the scope of representation for the DSA represented unit provided that nothing contained in this Agreement shall prevent employer from recognizing a unit properly formed.

**05.00.00 COUNTY RIGHTS**

05.01.00 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.

**06.00.00 ASSOCIATION RIGHTS**

06.01.00 Employees of the County shall have the right to form, join and participate in the activities of employee organization of their own choosing for the purpose of representation on all matters of employer-employee relations including but not limited to wages, hours, and other terms and conditions of employment.

Employees of the County also shall have the right to refuse to join or participate in the activities of employee organizations. No employee shall be interfered with, intimidated, restrained, coerced or discriminated against by the County or by any employee organization because of his/her exercise of these rights.

06.02.00 Bulletin Boards

The Association shall be allowed by a County department in which it represents employees, use of available bulletin board space for communications having to do with official organizational business (meeting notices, etc.). Such use may not interfere with the needs of the Department.

All posted notices are subject to County approval (not prior), must have clearly indi­cated removal dates, and may not contain any inflammatory or derogatory statements.

06.03.00 Advance Notice

Except in cases of emergency as provided below in this subsection the Association, if affected, shall be given reasonable advance written notice of any ordinance, resolution, rule or regulations directly relating to matters within the scope of representation proposed to be adopted by the County and shall be given the opportunity to meet with appropriate management representatives prior to adoption.

In cases of emergency when the foregoing procedure is not practical or in the best public interest, the County may adopt or put into practice immediately such measures as are required. At the earliest practicable date thereafter the Association shall be provided with the notice described in the preceding paragraph and be given an

opportunity to meet with the appropriate management representatives.

06.04.00 Stewards

06.04.01 The Association shall designate a reasonable number of Stewards, who shall have the right to assist employees in resolving grievances, appeals and other work-related problems, and shall notify the County Administrator in writing of the individuals designated to perform Steward functions, and the areas they present. Changes to the listing of Stewards shall be provided by the Association as soon as they occur. The County shall recognize as Stewards only those employees named on the current list.

06.04.02 Stewards 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, and to fulfill their duties herein. The Steward shall request such time from his/her supervisor as soon as the need for it is known. Release time shall be scheduled so as to minimize disruption of the work of the Steward and the unit; however, request for such time may not be unreasonably denied. Where the supervisor cannot approve the specific time requested, he/she shall inform the Steward of the reason, and establish an alternate time when the Steward can be released. The County and the Association shall agree upon a Release Time Request Form to be used by Steward and supervisors or managers for this process.

06.04.03 Stewards shall be permanent employees and shall retain all the normal duties and responsibilities of the positions to which they are assigned. Stewards shall not receive overtime for time spent performing Steward functions.

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

06.04.05 When an employee is required to meet with a supervisor or manager and the employee reasonably anticipates that such meeting will involve questioning leading to disciplinary actions, he/she shall be entitled to have a Steward present if he/she so requests.

06.04.06 Confidentiality shall be observed by both Stewards and supervisors or managers in processing and representation matters relating to pending or current disciplinary action.

06.04.07 Stewards shall not conduct Association business on County time, except as specifically authorized by this Memorandum of Understanding.

06.05.00Employee Lists

In the course of producing regular County reports, the County shall periodically provide the Association with a listing of all employees in represented bargaining unit.

**07.00.00 NON-DISCRIMINATION**

07.01.00 Neither the employer nor the Association shall discriminate against any applicant for employment on the basis of race, color, national origin or ethnic back­ground, religious creed, medical condition, sex, age, disability, marital status, sexual orientation, political opinion, legitimate union activity nor lack of union activity or exercise of rights under this agreement.

**08.00.00 COMPLIANCE WITH MEMORANDUM**

08.01.00 Upon ratification, the terms of this Memorandum of Understanding are binding upon the County and the Association. In the event of any violation of the terms of this Memorandum, responsible and authorized representatives of the Association or the employer, or any individual department head as the case may be, shall promptly take such affirmative action as is within their power to correct and terminate such violation for the purpose of bringing such unauthorized persons into compliance with the terms of this Memorandum. Individuals acting or conducting themselves in violation of the terms of this Memorandum shall be subject to discipline up to and including discharge. The employer shall enforce the terms of this Memorandum on the part of its supervisory personnel; the Association shall enforce the terms of this Memorandum on the part of its members.

**09.00.00 COMPENSATION, HEALTH INSURANCE, AND REIMBURSEMENTS**

In the third year of this Memorandum of Understanding the Association may request “reopeners” regarding salary and health insurance premiums. Such “re-openers” can only occur if requested by the Association. Should the Association request to reopen on salary, the County retains the right to reopen on health insurance premiums. Effective the first full pay period following MOU adoption, the County will pay 100% of the monthly health insurance premium.

09.01.01 Salary Adjustments – Salaries shall be increased based upon the current 5th step hourly rate of each classification as follows:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **5th Step Hourly Rate** | **October 9, 2016** | **October 7, 2017** | **October 7, 2018** |  |
| $20.01 - $24.00 | 2% | 2% | 1.5% |  |
| $24.01 & above | 1.5% | 1.5% | 1.0% |  |

|  |  |  |  |
| --- | --- | --- | --- |
|  | Effective 9/23/18 | Effective 9/22/2019 | Effective 9/20/2020 |
| All Classifications | 5% | 3% | 2.0% |

09.01.02 Medical Insurance Effective the pay period following the adoption of the MOU, the County agrees to pay 100% of the Laborers Northern California Health and Welfare Trust Special Plan III monthly premium.

09.01.03 For employees retiring during the term of this Memorandum who have continued to maintain health insurance with the Laborers Northern California Health and Welfare Trust Special Plan III plan, the County agrees to pay a monthly amount as determined by the Board of Supervisors towards the payment of the retired or retiring employee's health insurance premium.

09.01.04 Resident Peace Officers assigned to Butte Valley shall receive Seventy-five Dollars ($75.00) for each complete calendar month so assigned. Effective February 2, 2013 Deputy Sheriffs who reside in Happy Camp and assigned to the Happy Camp patrol area shall receive $300.00 per month, for each complete calendar month so assigned. Employees assigned to a Resident Post are required to maintain their primary residence within 20 miles of said Resident Post assignment.

09.01.05 Shift Differential

The County agrees to continue a differential of 3.5% per shift, as compensation for shifts worked other than the daytime shift. In order to qualify for the differential at least 50% of the shift worked must be during the hours of 4:00 p.m. through 6:00 a.m. The entire shift will be compensated at the differential rate. Differential will be reported as Special Compensa­tion Pay to CalPERS. The differential does not include call back assignments, or apply to vacation, sick or other earned leave. Shift Differential is included in the regular rate for overtime calculations.

09.01.06 Longevity

The County agrees to continue a longevity benefit of 2.5% after 10 years of service; an additional 1.5% for each five year increment at 15, 20, and 25 years of service. The longevity will be part of the base salary.

09.01.07

Individuals in classifications requiring POST certification shall receive an additional two and one half percent (2.5%) of base pay upon possession of an Intermediate POST certificate. Effective October 9, 2016, this shall be increased to a total of four percent (4%). Individuals possessing an Advanced POST certificate shall receive an additional two and one half percent (2.5%) of base pay. Effective October 9, 2016, this shall be increased to a total of four percent (4%).

Sheriff’s Department will provide a copy of the POST application to the Auditor’s Office, when submitting the application to POST. The effective date of eligibility will be noted on the application. Once POST issues the certificate, a copy will be forwarded to the Auditor’s Office. The Auditor’s will provide for increased pay retroactive to the begin­ning of the first pay period following the date of eligibility.

If the Auditor’s Office fails to receive a copy of the application with the effective date noted on it, at the same time the application is mailed to POST, the date of the POST certificate will be the first full pay period of the pay increase.

It is the employee’s responsibility to notify the Sheriff’s administration of his/her eligibility. If the employee notification is later than the eligibility date, the notification date will be the first full pay period of the pay increase.

09.01.08 Individuals who are assigned in writing, to serve as an Officer in Charge (OIC) of a shift shall be entitled to an additional five (5%) percent of base pay as OIC compensation, provided that they are employed in a full-time permanent position with the County. OIC is included in the regular rate for overtime calculations. Effective October 9, 2016, individuals, who are assigned in writing, to serve as an Officer in Charge (OIC) of a shift shall be entitled to an additional five percent (5%) of base pay as OIC compensation, provided they are employed in a full-time permanent position with the County. OIC is included in the regular rate of pay. The five percent (5%) pay shall only be paid for actual hours worked an OIC and not for any other paid time including but not limited to vacation, sick, comp time or any other earned or granted leave. Sergeants are not eligible for OIC pay as it is part of their regular duties.

**10.00.00 RETIREMENT BENEFITS**

10.01.00 Employees hired prior to February 5, 2012 shall be covered by the PERS 3%@50 formula, with the single highest year provision. Employees hired after February 4, 2012 shall be covered by the PERS 3% @ 55 formula with the 36 month final compensation formula.

Pursuant to the California Public Employee’s Pension Reform Act of 2013 and all applicable amendments thereto employees newly hired on or after January 1, 2013 shall be covered by the PERS 2.7% @ 57 formula with the 36 month calculation.

Effective February 5, 2012 the County implemented the PERS 1959 Fourth Level Survivor Benefit.

10.01.01 Effective September 4, 2011, employees’ shall pay the 9% required PERS member contribution, on a pre-tax basis. Pursuant to the California Public Employee’s Pension Reform Act of 2013 and all applicable amendments thereto, for employees newly hired on or after January 1, 2013 the employee member contribution will be 50% of the total normal cost (as determined by CalPERS), and the County shall not contribute to the member contribution/employee share. The member contribution will not exceed 12%, in accordance with the California Public Employee’s Pension Reform Act of 2013.

10.01.02 The County agrees to contribute to the Industrial Supplemental Plan offered by the Laborers Northern California Health and Welfare Trust plan, in the amount of $23.32 per pay period per employee. Effective 01/01/2012 the County switched to the default 8% Industrial Supplemental Plan. The County will fund any future increases to said plan. The County agrees to retroactively enroll new members hired on or after January 1, 2013 into the LIUNA Supplemental Pension, now that it has been determined their enrollment is not a violation of pension reform laws that went into effect 1/1/13.

Should the employees in this unit no longer be eligible to participate in the LIUNA supplemental retirement plan due to an action by the DSA, those employees participating in the Plan 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 employee participation in the LIUNA Plan. Such reimbursement shall be subject to the following provisions:

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

Employees’ responsibility for reimbursing the County shall only occur if the DSA initiates an action that causes the plan to no longer be in place.

**11.00.00 DISABILITY INSURANCE**

11.01.00 The County agrees to maintain in effect the County-paid long-term disability insurance program for Unit employees. The program shall provide benefits at least equal to a 90-day elimination period and have the benefit of 60% of the em­ployee’s monthly salary subject to a maximum monthly benefit of $4,000.00.

11.02.00 The County agrees to provide the county’s Short Term Disability Policy to this unit.

**12.00.00 COMPENSATING TIME OFF, OVERTIME AND ALTERNATE WORK HOURS**

12.01.00 To the extent reasonably possible, the County agrees to solicit employees to work available overtime before assigning overtime.

12.01.01 Overtime Authorization.

Employees who are authorized and who work beyond one hundred and sixty (160) hours in a twenty-eight (28) day work cycle or, alternatively, employees who are authorized and who work beyond one hundred and sixty-eight (168) hours in a twenty-eight (28) day work cycle on a 3-4-12 schedule shall be credited with overtime worked.

 For the purposes of calculating overtime, paid vacation, floating holiday and compen­satory time off shall be considered time worked. Sick leave shall not be considered time worked within each of the four (4) seven (7) day periods within the twenty-eight (28) day work cycle for the purpose of calculating overtime. It shall, however, be considered time worked for the purpose of calculating overtime in the seven (7) day work periods other than the period in which the sick leave usage occurred. Further, employees shall be credited with overtime worked for time worked on regularly sched­uled days off. When, because of a change in shift assignment, an employee works ten (10) consecutive days without overtime compensation for missing regular days off, the employee will be credited with either pay at overtime rates for two of the days worked or eight (8) hours of

compensatory time off in addition to his/her regular pay. Equivalent adjustments will be made for employees working other alternative work schedules.

12.01.02 Overtime Payment.

Overtime worked shall be compensated at one-and-one-half (1 ) times the

classifications normal base hourly salary for each hour of overtime worked in either pay or Compensatory Time, paid every pay period.

12.01.03 Compensatory Time - Accrual.

At the request of the employee and upon approval of management, employees may accrue compensatory time on a time-and-one-half basis for overtime worked. If funding for overtime is unavailable in the department's budget, employees may be compensated for overtime worked with compensatory time at the Department Head's discretion. Effective July 13, 2008, no one shall accrue more than three hundred (300) hours of compensatory time without approval of the Dept Head or the County Administrator.

12.01.04 Compensatory Time - Depletion.

Employees will be allowed to deplete their compensatory time balances upon request of the employee and approval of the Department Head or his/her designee, subject to the operational needs of the Department.

12.01.05 Compensatory Time --Carry-over.

Effective July 13, 2008, maximum accrual amount will increase to three hundred (300) hours. Accrual maxi­mums will be enforced as of Dec. 31st. As of that date, accrued hours in excess of the annual maximums shall be paid.

12.02.00 Call Back.

Any employee duly called back to work and who works as a result of that call back for less than three (3) hours, providing those hours are not contiguous to his/her normal work shifts, shall be credited with a minimum of three (3) hours worked as overtime.

Any employee who is called to return to work, but has the call canceled prior to com­mencing work (calling 10-8), shall receive a one (1) hour overtime payment.

**13.00.00 HOLIDAYS**

13.01.00 The County will observe the following holidays:

January 1, third Monday in January, third Monday in February, March 31, last Monday in May, July 4, 1st Monday in September, November 11, the day before Christmas, December 25, and any day proclaimed by the Governor of California and the Board of Supervisors for a Public Feast, Thanksgiving, or a Holiday. Friday following

Thanksgiv­ing Day shall also be a holiday.

13.02.00 When a holiday set forth in this section falls on a Sunday, the following Monday shall be a holiday. When a holiday set forth in this section falls on a Saturday, the preceding Friday shall be observed as a holiday. When Christmas Day falls on a Saturday, observance of the "Day before Christmas" shall be in accordance be in accordance with the Siskiyou County Personnel Policy, section 7.2.

13.03.00 Floating Holidays - Authorization shall be in accordance with County Personnel Policy, Section 7.2. Effective July 13, 2008 floating holiday hours will be calculated dependent on the employees current work assignment (8, 9,10 or 12 hours) on July 13, 2008. Thereafter, floating holiday hours will be calculated dependent on the employees work assignment as of January 1, each year.

13.04.00 Holidays worked on scheduled work days shall be compensated by the granting of an additional day off within the pay period, or the addition of eight (8) hours to the employee's compensatory time balance. Holidays worked on

scheduled day(s) off shall be treated as overtime worked.

13.05.00 Effective July 13, 2008, holiday pay will be calculated dependent on the

 employees current work assignment (8, 9 10 or 12 hours). If Holiday falls on Regular Day Off (RDO), the Holiday is paid at 8 hours.

**14.00.00 SICK LEAVE**

14.01.00 The accrual and use of sick leave shall be in accordance with County

 Personnel Policy, Section 7.9. There is no cap on sick leave accrual.

14.02.00 Newly hired employees shall be entitled to use sick leave as it is earned.

**15.00.00 VACATION ACCRUAL AND USE**

15.01.00 Employees shall be entitled to accrue and utilize vacation in accordance with the County Personnel Policies, Section 7.2, except as outlined below.

15.01.01 Employees will be allowed to accrue above their vacation accrual limits

(listed below) during the calendar year. Accrual maximums will be enforced, however, on Dec. 31st of each year. Employees who on December 31st of any year exceed the vacation maximum listed below, shall not earn vacation until the vacation accrual is reduced to the limit allowed.

An employee may not accumulate more than 152 hours during the first 130 pay periods of employment and shall not accumulate more than 232 hours of vacation after 131 pay periods of continuous employment.

***~~16.00.00 STANDBY~~ Deleted 10/4/2016***

**16.00.00 BEREAVEMENT LEAVE**

16.01.00 Authorization shall be in accordance with County Personnel Policy, Section 7.4

**17.00.00 FAMILY LEAVE**

17.01.00

**Medical Leave will be authorized in accordance with the County’s Family Medical Leave of absence policy 7.6 with the following exception:**

The medical leave of absence *shall* be extended from twelve weeks to six months upon the employee providing a statement from a licensed physician, that he/she continues to have a serious health condition that prevents them from returning to work.

The medical leave of absence *may* be extended from six months to one year upon the employee providing a statement that the employee will be able to return to work by the end of one year following the beginning of the medical leave of absence.

The employee shall be responsible for payment of the full health insurance premium (employee and employer portions plus 2% for administrative costs) for themselves and any cov­ered dependents after six months of leave of absence (from the beginning of the Family Medical Leave).

Following the exhaustion of the six (6) months of medical leave, if the employee is unable to return to work they *may* be subject to a medical termination. (This does not apply to employees on workers compensation.)

During a medical leave the County will continue to fulfill its obligations under the Americans with Disabilities Act, as needed.

Medical leave does not preclude the County’s ability to file for PERS Disability Retirement on behalf of the employee, if the County deems it appropriate to do so.

**18.00.00 CATASTROPHIC LEAVE**

18.01.00 The County agrees to maintain the DSA catastrophic leave program.

**19.00.00 FLEXIBLE WORK HOURS / ALTERNATIVE WORK HOURS**

19.01.00 Flexible working hours is defined to be a set, agreed upon working schedule which is lasting in duration (generally three months or more). It is not intended to be used in lieu of or because of overtime, administrative leave or other types of leave.

When necessitated by unusual contractor work hours or for other reasons, the em­ployee or department head may approve flexible working hours for affected employees. Such hours shall still require the working of the normal number of hours, and may not allow more than normal paid holiday or sick time, etc. Prior to implementation, the request must be submitted in writing to the Personnel Office, who will review and approve for conformance with applicable laws and County policies.

Alternate Work Hours: In cases where the use of flexible scheduling 1) serves the public, 2) saves County funds, 3) does not inconvenience the department, the Board of Supervisors encourages the use of alternate work schedules.

**20.00.00 PROBATIONARY PERIOD**

The County and the DSA agree the Probationary Period will be administered in accordance with section 6.2 Probationary Period of the Personnel Rules as amended herein attachment “A”.

**21.00.00 PHYSICAL FITNESS / WELLNESS BENEFIT**

21.01.00 All unit members will be entitled to receive up to three hundred dollars ($300) per fiscal year for participation in membership or purchase of equipment to be used for a program of physical fitness. Unit members hired during the fiscal year shall receive a prorated amount rounded to the nearest one-third (four months) of the year. Unit members terminated during the fiscal year shall have the appropriate amount deducted from accrued pay, if necessary. All claims for reimbursement must be received by July 30th after a fiscal year has ended for purchases or services during the fiscal year just ended.

**22.00.00 UNIFORM / SAFETY EQUIPMENT ALLOWANCE**

22.01.00 Peace Officer classifications shall receive a Uniform/Safety Equipment Allowance per pay period of Thirty One Dollars & Seventy Four Cents ($31.74) or Eight Hundred and Twenty Five ($825.00) Dollars annually. Uniform Allowance is paid on a per pay period basis.

The amounts payable under the Uniform/Safety Equipment Allowance have been changed for the expressed purpose of providing for adequate funds for employees to purchase their own safety equipment as defined by the Labor Code and court deci­sions. The Association hereby acknowledges that the County has no obligation, past, present or future, to provide safety equipment independently of payment of this allowance. Employees shall continue to be governed by applicable department policies in selecting the types of safety equipment to be used.

Newly hired employees shall receive eight hundred twenty five ($825.00) Dollars Uni­­­­form/Safety Equipment payment. The payment represents an advance of the employee’s first year’s uniform allowance. Subsequent payments shall commence after the employee has worked a full year and will be appropriately pro-rated.

For current employees $725.00 shall be considered uniform allowance for CalPers purposes and reported as special compensation, and $100.00 shall be considered safety allowance for CalPers purposes. Pursuant to the California Public Employee’s Pension Reform Act of 2013 and all applicable amendments thereto for employees newly hired on or after January 1, 2013 uniform allowance is not considered
“pensionable compensation.”

The County shall be entitled to return of Uniform/Safety Equipment items acquired with the initial allowance should the employee terminate prior to serving a full year.

22.02.00 Should the County, during the term of this Memorandum, require uniform modifications resulting in additional cost to the employees, the County shall pay the additional expense, unless as a result of the meet and confer process, the parties agree to some other arrangements.

**23.00.00 SPECIAL UNIT EQUIPMENT AND PAY**

23.01.00 The County shall provide necessary, safe, and adequate equipment for employees assigned to special units. Examples of the equipment to be provided include: Special weapons, ropes, harnesses, scuba equipment, etc.

23.02.00 Employees assigned as canine officers shall receive an additional two (2) hours of pay per week, at the straight time rate. This additional two (2) hours is in recognition of the additional time required to care for the animals assigned to canine officers. It is mutually understood that no additional time is authorized for canine officers to care for their animals without the expressed authorization and direction of the Sheriff.

23.03.00 Employees assigned to work and/or supervise the following classifications will receive an additional 5%, non-pyramiding, increase to base salary: Detectives, Marijuana Eradication Team, Field Training Officer (FTO), Narcotics Task Force, Special Response Team, Dive Team, Search and Rescue Team, DARE, K-9, Emer­gency Services and Livestock Deputy. Employees assigned to FTO duties shall only receive the 5% additional compensation for actual hours worked performing the FTO duties; effective October 9, 2016. The Sheriff shall make special duty assign­ments in his/her sole discretion. Transfer in or out of these positions shall not be considered promotions or demotions. Pay is reportable to CalPERS as Special Com­pensation and is included in the regular rate for overtime calculations.

**24.00.00 CLASS STRUCTURE**

24.01.00 The parties agree that movement through flexibly staffed I/II classifications will be as follows:

A) Individuals hired in the "I" classification shall be sent to the appropriate academy

within the first six months of employment.

B) During the second six months of employment, individuals will be promoted to the

"II" level of the classification or dismissed.

**25.00.00 SCHEDULE CHANGES**

25.01.00 Schedule Changes. Should the County change employee (s) schedule (hours/days of work), it will not do so without providing the DSA with fourteen (14) calendar days advance notice and shall meet with the DSA to discuss such change (during the fourteen (14) day period), if so requested by the DSA. Employee’s regular work schedules will not be changed solely to avoid the payment of overtime.

**26.00.00 COUNSELING PROGRAM**

26.01.00 The County shall continue the confidential counseling program for unit employees for the term of this agreement.

**27.00.00 SPECIAL ASSIGNMENT/TRANSFER INTEREST CARDS**

27.01.00 Employees shall be allowed to submit interest cards for all special assignments/transfers. Interest cards shall be reviewed by the Sheriff prior to his/her making special duty assignments/transfers. Interest cards submitted by employees shall be valid for a one (1) year period following submittal. The Sheriff shall make special duty assignments/transfers in his/her sole discretion.

27.02.00 Should the County develop a new special assignment, it shall provide notice of the assignment and provide employees the opportunities to submit interest cards prior to appointing an individual to fill the new assignment. The Department may, in its sole discretion, post other assignments/transfers as they become available.

**28.00.00 VOLUNTEERS/CONTRACTING OUT**

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

28.02.00 The County agrees to meet and confer, upon request with representatives of the Unit, to discuss the impact of any proposal to contract out services of Unit members. The County reserves the right to contract out at its sole discretion.

**29.00.00 LIFE INSURANCE**

29.01.01 The County will maintain the life insurance policy for Unit members at $25,000 per employee.

**30.00.00 CHECK-OFF**

30.01.00 Authorized Deductions.

Dues and Initiation fees; if the employee requests, the employer agrees to deduct from the wages of its employees initiation fees and dues, and to transmit the monies so deducted to the Financial Secretary of the Union. An employee desiring to have such deduction or deductions made shall sign a proper assignment form conforming to the requirements of the County, subject to the provisions of applicable resolutions.

30.02.00 Such deductions shall be made twice monthly.

**33.00.00 GRIEVANCE PROCEDURE (Grievance & Complaint Resolution Procedure)**

Note: For Equal Employment Opportunity/Discrimination complaint procedures, please see the County of Siskiyou Discrimination Complaint Form. It can be obtained from Personnel or on the Intranet and reference Personnel Policy 2.1 Equal Employment Opportunity and Personnel Policy 2.4 Americans with Disabilities Act

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

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

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

1. Procedural Steps: All grievances or complaints shall be filed on a form provided by the Personnel Manager under the following procedure:

Step 1: Immediate Supervisor

Each employee believing he or she has a grievance or complaint, before filing the same in writing, shall discuss his or her problem or complaint with the immediate supervisor in an attempt to resolve the matter as simply and informally as possible. Said grievance or complaint must be discussed with the immediate supervisor within fifteen (15) working days of the situation giving rise to the grievance or from the date the employee should reasonably have expected to know of the situation giving rise to the grievance or complaint.

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

Step 2: Appointing Authority/Department Head

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

 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 his/her designee and the County Personnel Manager or his/her designee and two (2) representatives of the employee association. Within ten (10) working days after submission, the employee shall meet with the Mediation Panel and within five (5) working days after said meeting a written recommendation shall be delivered to the Personnel Manager. The Personnel Manager shall 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 shall be submitted to Personnel. Within five (5) working days after receipt the Personnel Manager 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 or complaint 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 ten (10) working 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) working days. As soon as practicable thereafter, the Board of Supervisors shall hear the grievance or complaint 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 five (5) working days thereafter, appeal to the next step in the procedure.

(c) 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.

(d) The Personnel Manager 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.

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

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

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

(h) 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.

**34.00.00 NEW CLASSIFICATIONS**

33.01.00 Should the County propose implementation of a new classification during the term of this agreement, it shall meet and confer with the Association upon any aspects of the classification falling within the scope of representation.

**35.00.00 DISCIPLINE**

35.01.00 County and Association mutually agree that the County is responsible for demonstrating that disciplinary action is reasonable and in accordance with County rules during disciplinary appeals.

**36.00.00 PERSONNEL POLICIES**

36.01.00 The County and the Association agree to revise the Personnel Policies and the Association shall designate one member of the Association to participate in this process.

**37.00.00 MILEAGE REIMBURSEMENT**

37.01.00 County employees utilizing their personal vehicle on County business shall receive reimbursement for mileage, in accordance with the County travel policy.

**38.00.00 TIME BANK**

38.01.00 Association members may donate vacation time and compensatory time off to an Association "time bank" under the following guidelines:

1) Maximum time donated shall be sixty (60) hours per calendar year.

2) Only Association officers or bargaining team members may draw from the bank.

3) Requests to use time from the bank must be made reasonably in advance of the use, and approval is subject to the operational needs of the department. Further, the County is not required to grant time bank usage if to do so would result in overtime.

4) Time may be used for: A) Bargaining preparation; B) Association meetings; C) PORAC related meetings; D) Releasing an employee representative to assist a member in the formal steps of the disciplinary or grievance procedures.

**39.00.00 MEAL REIMBURSEMENTS**

39.01.00 In accordance with the County travel policy, County employees assigned by the department for a full patrol shift, away from their normal work assignment, shall be entitled to receive meal reimbursement. This section is understood not to apply to Department meetings or training nor does it apply to court appearances.

39.02.00 Employees assigned to POST or STC training for which the County is eligible to receive meal reimbursement at POST/STC rates shall be entitled to claim meal reimbursement at the POST/STC rate.

**40.00.00 BOOK AND TUITION REIMBURSEMENT**

40.00.01 The County will maintain a book and tuition reimbursement program for all unit employees. Upon the affirmative recommendation of the County Administrator, 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 employee per fiscal year. Total costs under this program shall not exceed $10,000.00 per fiscal year.

**41.00.00 PERSONAL PROPERTY REIMBURSEMENT**

41.01.00 Uniform and personal property items which an employee is required to carry and/or wear on duty shall be on the list of items eligible for reimbursement when damaged or destroyed in the line of duty. Examples include watches, eye glasses, etc. The County shall establish reasonable maximum reimbursement amounts for the various items.

**42.00.00 IRS-125 PROGRAM**

42.01.00 An IRS-125 program shall remain in effect for the term of this agreement.

**43.00.00 PERSONNEL FILES**

43.01.00 The County shall maintain one official personnel file for each unit em­ployee. This file shall be considered confidential in accordance with state law. The employee shall have the right to inspect his/her personnel file at any reasonable time during the regular business hours of the County; excepting any reference letters/checks or background investigations which are exempt from review by the employee or his/her representative. No adverse comment shall be entered into the employee’s personnel file without the employee first given 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 shall have the right to submit a reasonable amount of rebuttal informa­tion and response to any information being entered into the file with which the em­ployee disagrees. The employee shall be responsible for compiling the rebuttal material and shall do so within 30 days of reading and signing (or declining to sign) information being entered into the file.

Should the employee wish to have representative review his/her personnel file in his/her absence, he/she shall, in writing, provide authorization for the review. Written authori­zation shall be provided to the County prior to the review.

**44.00.00 EMPLOYEE RECOGNITION PROGRAM**

44.01.00 The County and Association agree to maintain an employee appreciation program to recognize exceptional contributions by one or more County employees.

**45.00.00 EMPLOYEE PERFORMANCE EVALUATIONS**

45.01.00 Every employee must be reevaluated at least once a year. A formal

evaluation must be completed for each permanent employee immediately prior to his/her anniversary date (step increase date).

45.02.00 Probationary employees should be evaluated at least twice during the

probationary period, once at mid-point and again prior to the completion of the em­ployee's probationary period.

45.03.00 Other performance evaluations may be required under special circum­stances.

**46.00.00 MEDIATION OF DISCIPLINARY MATTERS**

46.01.00 Upon submittal of a disciplinary appeal to the Board of Supervisors pursuant to Section 2-6 of the Siskiyou County Code, the employee may submit the matter to a panel consisting of the County Negotiator, the County Administrator or his/her designee, and two representatives of the employee association. The panel will review and attempt to resolve the matter. If unsuccessful, the appeal will be referred to the Board.

**47.00.00 RELEASE TIME FOR NEGOTIATIONS AND MEDIATION**

47.01.00 Association members participating in a mediation panel pursuant to Section 46.01 above shall be allowed reasonable County-paid release time only for the time spent participating on the panel during regular working hours. Members participat­ing in bargaining preparation as well as bargaining shall have reasonable release time.

**48.00.00 EMPLOYEE SUGGESTION PROGRAM**

48.01.00 The County will maintain an employee suggestion program. Employees shall have the right to submit suggestions to the County Administrator's office. Sugges­tions shall be made in writing and need not be signed. The County Administrator will review all suggestions, discuss them with the appropriate department head and, when appropriate, submit them to the Board.

**49.00.00 CONCERTED ACTIVITIES**

49.01.00 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 Employer, 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.

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 Employer. 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. However, the Employer 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 Employer shall also 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.

**50.00.00 LAYOFFS**

**LAYOFF DEFINED** Layoff is termination of an employee by the County for lack of work, lack of funds, reorganization, economic or other reasons as deemed necessary by the Board of Supervisors or appointing authority. The appointing authority (Department Head), in consultation with the County Administrator and/ or Personnel Manager, shall make a determination of the classification (s) subject to layoff and the number of employees in the affected class to be laid off in accordance with the criteria specified in the following provisions of this memorandum of understanding. Every effort will be made to transfer an employee to other departments at the discretion of the appointing authority when a position is open for which the employee is qualified.

**VOLUNTARY LAYOFF** Layoff may be voluntary in the event an employee having more seniority, as defined below, elects, with department head approval, to accept layoff in lieu of the layoff of a less senior employee. The effect of such action may be separation of the employee, displacement of another affected employee, or transfer or demotion of the employee to a vacant position.

**ORDER OF LAYOFF BY STATUS**

The order of termination for layoff shall be by employee job classification and shall be as follows:

1. First, Extra help employees

2. Next, Probationary employees in inverse order of seniority

3. Next, Permanent part time employees working less than 20 hours a week, based on seniority.

4. Next, Permanent part time employees working more than 20 hours a week, based on seniority.

5. Next, Permanent full time employees, based on seniority.

**SENIORITY DEFINED**

1. Seniority for the purpose of layoff is defined as length of continuous employment within the “affected class.”
2. Seniority for Bumping/Displacement. For the purposes of bumping/displacement rights, seniority for the displacing employee is computed by adding together employment service points earned in the class from which the employee is being laid off, employment services points earned in a higher level class and employment service points earned in the class to which employee is returning.
3. For the purpose of calculating classification seniority, time served in the flexibly staffed classifications shall be combined. Example (Correctional Officer I, II or Deputy Sheriff I, II)

**COMPUTATION OF SENIORITY/SENIORITY CALCULATIONS**

1. Seniority shall be determined by the allocation of one employment service point for each month of continuous employment in a permanent position.
2. For the purpose of this section, the computation of each month of continuous employment begins on the date of employee’s appointment to a permanent position (which includes probationary period).
3. Seniority of affected part-time employees shall be determined by pro-rating the service point based on the employees assigned (budgeted) full-time equivalency. Part-time employees shall receive a portion of a service point for each month of continuous employment. If the employee ~~is~~ works 20 hours per week or is a .5 FTE they will receive one half of a service point per month of continuous employment. If the employee works 32 hours per week or is a .8 FTE they will receive .8 of a service point per month of continuous employment.
4. Seniority credit shall not be granted for those periods an employee is on leave of absence without pay in excess of thirty (30) calendar days, due to layoff, or other periods of uncompensated leave, when an employee is in extra help status, or not otherwise occupying a permanent position.
5. An employee reinstated within two years of layoff to the same position which they were laid off from the County shall have seniority credit granted for the prior service (in the affected class) with the County.
6. Prior service seniority credits shall not be granted for the following reasons:
	1. The break/separation was due to reasons other than layoff (resignation, termination for cause).
	2. The person is not reinstated within two years
	3. The person is re-employed in a different classification for which they were laid off.

**TIE BREAKING**

When two or more employees have the same seniority, the tie shall be broken by: Names drawn by lot.

**BUMPING RIGHTS**

Bumping occurs when an employee, with seniority in a previously held class, bumps an employee out of a different classification in the same department.

The employee who is proposed for layoff has the right to bump an employee from another classification, if the employee proposed for layoff had previously obtained permanent status in the lower classification and has more seniority (as defined above) than the person in the other (lower) classification. The right to bump shall be within the employee’s department only. The employee must submit a written request to bump an employee from another class in order for the County to consider his/her request. The County shall grant the request, if the rules of this section are met.

An employee bumped out of a permanent position due to this section, shall also have the right to bump, per this section.

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**TRANSFER**

A transfer occurs when an employee proposed for a layoff moves to the same or different classification in a different department or a different class in the same department, when that classification is vacant.

The employee who is proposed for layoff may submit a written request to be considered for transfer into any vacant position in a classification for which the employee meets the minimum qualifications as provided in the job specification and as determined by the Personnel Officer provided such class has an equivalent or lower salary range. Equivalent salary range means a range with a maximum salary which is not more than the salary range for the class from which the transfer is sought. Approval of the appointing authority in that position is required, and the appropriate probationary period will be in effect.

If no vacancy exists in the same department, the employee has the right to transfer to a vacancy in the same or lower level classification previously held with permanent status county-wide. A more senior employee may displace the least senior employee in the same department in a classification previously held with permanent status.

**NOTIFICATION PROCESS**

The County shall provide an employee with at least two (2) weeks prior notice and will make every attempt to provide for a longer notice period. A laid off employee shall keep the County informed of the mailing address and telephone number where he or she can be contacted.

If the County wishes to recall an employee and is unable to contact the employee via the U.S. mail to the last known mailing address within fourteen (14) calendar days, the County’s obligation to recall the employee shall terminate. The County shall have no obligation to recall an employee after he or she has been on continuous layoff for more than two (2) calendar years. Should an employee not return to work when recalled, the County shall have no further obligation to recall him or her.

An employee reinstated to the same position or a position in the same class following layoff from the County will have his or her anniversary period extended by the same length of time as the duration of the layoff.

Each laid off employee shall be included in a reinstatement list for two years following the effective date of the layoff for the class currently assigned (the class which they were laid off)

Personnel shall establish the reinstatement list and the respective Department shall hire for vacancies in affected classes with persons (in the order of seniority) from the reinstatement list before utilizing other eligibility lists.

An employee’s name shall be removed from the reinstatement list and reinstatement rights terminated if the employee fails to accept an offer of reinstatement within ten (10) calendar days after receipt of offer.

The reinstatement list will automatically become exhausted after two years from the effective date of the layoff.

The respective Department must require employees offered reinstatement to complete (and be deemed fit for duty ) the requisite pre-employment background, psychological screening and physical examination prior to the start of employment. If an employee fails any of these requirements they shall not be hired and will be removed from the reinstatement list. The Department Head, after consultation with the Personnel manager, may waive any of these requirements, depending on the length of time between the date of separation of the employee and proposed reinstatement date.

The County shall not remove any employee from a re-employment list due to his/her declining an offer of a job less than twenty (20) hours per week in a different geographic location from his/her previous position.

Whenever a reduction in work hours is approved by the Board, the employees occupying positions affected by the reduction in hours shall be subject to the provisions contained in this section.

Employees subject to reduced hours in excess of twenty-five (25%) percent of their normal work hours or reduction of the normal work hours to less than fifty (50%) percent of full time shall have the right to transfer and/or demote, subject to the provisions as stated in the Personnel Policies.

Employees subject to reduced hours of twenty-five (25%) percent or less of their normal work hours, and their normal work hours remain fifty (50%) percent or more of full time, shall not be subject to the provisions as stated in the Personnel Policies.

An employee who is laid off from County employment shall be placed on the reinstatement list for a minimum of two years, subject to the provisions as stated in the Personnel Policies.

Laid off employees reinstated to their jobs pursuant to County rules shall have their accrued sick leave as of their day of layoff reinstated. Employees shall not earn sick leave for the time that they were off work, however.

51.00.00 **MILITARY LEAVE**

51.01.00 The County and the Association agree military leave will be administered in accordance with Section 7.1 Military Leave of the Personnel Rules as amended in Attachment “B”.

**52.00.00 COMPLETION OF NEGOTIATIONS**

52.01.00 This Memorandum of Understanding concludes negotiations on salary, fringe benefits, working conditions and for all those items which may be part of the meet and confer process as required by California Government Code Section 3500 et seq., until commencement of the meet and confer process for the period beginning May 15, 2013, except for such conferences as may be necessary to interpret this Memorandum. The parties may, by mutual agreement in writing, agree to meet and confer about any matter during the term of the MOU.

**53.00.00 RATIFICATION OF THIS MEMORANDUM**

53.01.00 This agreement is subject to ratification by the members of the Deputy Sheriff’s Association and the Siskiyou County Board of Supervisors prior to implementa­tion, and shall not be in full force and effect until such happens.

**54.00.00 SEPARABILITY**

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

**55.00.00 TERMS OF AGREEMENT**

55.01.00 This Memorandum of Understanding shall be effective October 4, 2016 and remain in effect until midnight of the 24th Day of September 2021.

Agreed to on this 18th day of September 2018, by:

|  |  |
| --- | --- |
|  Terry Barber, RepresentativeSiskiyou County Board of Supervisors\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Ann Merkle,Personnel Manager |  Ron Copeland, Union Representative\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Bob Buker, President, Deputy Sheriff’s Association |

6.2 Probationary Period

Attachment “A”

Board Approved: 07/02

Revised: 4/2016

**PURPOSE:** To establish policy and procedure for the period for new employees and current employees who transfer to a new position.

**STATEMENT OF POLICY:**

All employees placed in new full-time and part-time positions, a lower position in which permanent status had not previously been obtained, or a promotional position must serve a period of probation. Employees serve a probationary period of not less than twenty-six consecutive bi-weekly periods (one year) or not less than thirteen consecutive bi-weekly periods (6 months).

* All new employees will serve a one year probationary period.
* An employee who is promoted (within a class series or to a similar classification) shall serve a probationary period of thirteen (13) consecutive bi-weekly pay periods (six (6) months) in the higher classification.
* When an employee promotes or transfers to a different classification/series the employee shall serve a new probationary period of twenty six (26) pay periods (one (1) year).
* The Probationary Period for Deputy Sheriff I/II is described on the attached table.

Examples:

Juvenile Correctional Officer I promoted to a Juvenile Correctional Officer II, will serve a probationary period of 13 pay periods.

Administrative Support Assistant II promoted to an Administrative Support Assistant III, will serve a probationary period of 13 pay periods.

Senior Legal Secretary in the District Attorney’s Office promoted to an Executive Secretary in the Confidential Unit will serve a new probationary period of 26 pay periods.

Health Assistant III in Behavioral Health promoted to a Fiscal Assistant in Behavioral Health, will serve a new probationary period of 26 pay periods.

The Personnel Manager in conjunction with the Appointing Authority (Department Head who is making the decision to hire/promote) shall determine if the promoting employee should serve a thirteen or twenty six pay period probationary period, when it is not clear if the new classification is in a different series.

The probationary period is designed to give the employee time to learn the position and to give the supervisor time to evaluate the employee's potential and performance. The probation period shall be regarded as a part of the testing process and shall be utilized for closely observing the employee’s work to determine the employee’s fitness for the position. The County reserves the right to release the employee during the probationary period without cause and without the right of appeal. Released probationary employees shall be notified of such action in writing by the Personnel Officer, and a copy of said notification shall be retained in the personnel files.

The employee is formally evaluated and provided written documentation of progress at the mid-point and prior to the end of the probationary period. Informal evaluations will be conducted during the course of the probationary period to assess performance and to advise employees of expectations regarding performance. Significant job deficiency(ies) may be documented in the employee's personnel file.

The probationary period may be extended. This is only after an evaluation of the situation, the employee's abilities, and demonstrated potential. An exten­sion to a probationary period is done only upon written recommendation of the supervisor and department head and approval of the Personnel Officer.

Upon successful completion of the probationary period, the employee shall be informed that he or she is now a regular employee. This will be accomplished with the approval of the appropriate supervisor, department head, and the Personnel Officer via the Employee Performance Evaluation.

If an individual has been transferred or promoted, he or she remains eligible for all fringe benefits included with the previous position during the probationary period for the transfer or promotion. If the position to which an employee has been transferred or promoted carries benefits different from those of the previ­ous position, the person becomes eligible for the benefits of the new position.

If a promoted employee fails to achieve satisfactory performance in the new position, he or she shall have the right, in lieu of termination, to voluntarily demote back to the former class in which permanent status is held.

An employee needing to be away from the position for more than 30 days during the probationary period will have the like amount of time added to the proba­tionary period regardless if the leave was paid or unpaid.

The salary step shall increase from 1 to 2 at end of thirteen pay periods if progress is in a satisfactory manner during the probationary period.

Deputy Sheriff Probationary Periods:

|  |  |
| --- | --- |
| **Deputy Sheriff I/II** | **A combined 18 months (12 months at level I and 6 months at level II) for individuals hired at level I. Level II shall serve a 12 month probationary period if hired at level II)**  |

Attachment “B”

Board Approved: 07/02 Revised: **April 2016**

##  7.1 Military Leave of Absence

**PURPOSE:** To establish procedures for requesting and accounting for leaves of absence by employees of the County for participation in obligations with the United States Armed Forces.

#### STATEMENT OF POLICY:

1. Application: This policy applies to all County employees who are affiliated with the United States Armed Forces, National Guard, or Coast Guard.
2. Employer's Responsibilities:
	1. The County is obligated to release employees for service with the Armed Forces when the employee participates in:
		1. Annual Training (Summer Camp)
		2. Active Duty Training (encampment, naval crisis or special exercise, by order)
		3. Inactive Duty Training Assemblies (Weekend drills)
		4. Extended leave of absence for voluntary active duty service (Enlistment)
		5. Involuntary call-up

Military leave of absence shall result in no loss of seniority status or benefits which would have normally accrued if the employee had not been absent for such purposes.

* 1. The County is obligated to grant Military Leave with pay to the employee for absences not exceeding thirty (30) calendar days per fiscal year. The County will not require the employee to use normal annual leave (accrued vacation) for such purposes. The employee may, however, request use of vacation, compensatory time, or leave without pay to supplement absences exceeding those covered by the thirty (30) day Military Leave allowance.
	2. An employee who is called to service with the armed forces of the United States or the California National Guard is eligible for rein- statement in his or her position upon completion of service, providing that the application is made within ninety (90) days after the end of such service, and service was not voluntarily extended.
	3. The County will make a reasonable effort to adjust work schedules and assignments to accommodate employees fulfilling military obligations.
	4. An employee promoted or hired to fill a vacancy created by a person on military leave is appointed to the position subject to the return of the absent employee. Upon such return, a promoted employee is restored to his or her original position or an equivalent position. A replacement employee is subject to layoff if no other position is available.
	5. In the event an employee is called up for federal active duty for other than training purposes, the employee may retain his or her current level of health care benefits including those for dependents enrolled in the County health care program for a period of three hundred ninety-five (395) days with both the County and employee portion of the health care premiums to remain at the negotiated rates as provided in the applicable MOU.
	6. **Inactive duty training assemblies (such as weekend drills or regularly scheduled meetings):** Employees who are required to attend inactive duty training, such as monthly weekend drills and/or regularly scheduled meetings that coincide with their regular working days, shall have the option of using any previously earned vacation or compensatory time, or being placed on voluntary time off without pay for such periods of time.
1. SUPPLEMENTAL PAY: Resolution No.01-216 shall apply to certain military leaves of absence (copy attached).
2. Employee's Responsibilities:
	1. The employee is responsible to provide to his or her department head copies of all military orders which will result in a leave of absence for active military duty or active duty training or inactive duty training, encampment, naval crisis or special exercises as soon as possible. Orders must specify the duties of absence, promulgation authority, letter order number, and signature of issuing authority. Employees are required to notify their supervisors at the earliest possible date upon learning of scheduled military duty.
	2. Employees who fail to return to work on the date specified in the leave request without receiving an extension in advance are subject to disciplinary action.
	3. Inactive duty training dates (weekend drills) should be provided to the department head or supervisor as soon as available if the dates conflict with scheduled employment with the County.

 Notice of trainings are required to be provided to their supervisor.

* 1. Extended leave of absence exceeding a fifteen (15) calendar day allowance will be pursuant to the policy on LEAVE OF ABSENCE WITHOUT PAY.
1. Accounting Procedures:
	1. All military leaves will be processed through the Personnel office.
	2. Military Leave--fifteen (15) calendar day military leave allowance--will be accounted for in increments of twenty-four (24) hour periods (from 0100 hours to 2400 hours).
	3. It is the responsibility of the department to track the use of military leave on the employee's monthly time card.