

**RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF SISKIYOU
ADOPTING THE COMPREHENSIVE MEMORANDUM OF UNDERSTANDING
WITH THE SISKIYOU COUNTY PROBATION AND JUVENILE PEACE OFFICERS
ASSOCIATION AND IMPLEMENTING THE PROVISIONS THEREOF**

BE IT RESOLVED that the Siskiyou County Board of Supervisors adopts the comprehensive Memorandum of Understanding with the Siskiyou County Probation and Juvenile Peace Officers Association governing the period commencing June 14, 2022 and ending September 21, 2024, a copy of which is attached hereto and incorporated herein by reference, and

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

DULY PASSED AND ADOPTED this 14th day of June 2022 by the Board of Supervisors of the County of Siskiyou by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Brandon A. Criss, Chair

ATTEST:
Laura Bynum, County Clerk

By: _____
Deputy

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



June 14, 2022 through September 21, 2024

Table of Contents

Preamble.....	1
Article 1 - Recognition	1
Article 2 - County Rights.....	1
1. Management Rights	1
2. Volunteers and Contracting Out	1
Article 3 - Employee Rights	2
1. Non-Discrimination	2
2. Right to Join or Abstain	2
3. Right to Representation	2
4. Schedule Changes	2
Article 4 - Association Rights.....	2
1. Dues	2
2. Notice of Meet and Confer.....	3
3. Officers	3
4. Association Release Time	3
5. New Hire Orientation	3
6. Bulletin Boards	3
7. Use of Facilities	3
8. Association Communications.....	4
9. Employee Lists	4
Article 5 - Wages.....	4
1. Salary Schedule	4
2. Step Advancement	4
3. Salary Increases.....	4
1. Salary Survey	4
2. Overtime	5
3. Hours of Work.....	5
Article 6 - Other Pays	5
1. Training Pay	5
2. Officer-in-Charge Pay.....	5
3. Bilingual Pay.....	5
4. Call Back	5
5. Standby Pay	6

6. Uniform Allowance.....	6
7. Meals.....	6
Article 7 - Leaves	6
1. Holidays.....	6
2. Vacation Accrual.....	7
3. Sick Leave.....	7
Article 8 - Health and Welfare	7
1. Medical and Dental Insurance	7
2. Vision Insurance.....	9
3. Retiree Medical Insurance.....	9
4. Retiree Dental Insurance.....	10
5. Disability Insurance	10
6. Life Insurance	10
Article 9 - CalPERS Retirement	10
Article 10 - Deferred Compensation	11
Article 11 - Miscellaneous	11
1. Tuition Reimbursement	11
2. Personal Property Reimbursement.....	11
Article 12 - Probationary Period	11
Article 13 - Layoffs.....	11
Article 14 - Personnel Files	12
Article 15 - Grievance Procedure	12
Article 16 - Concerted Activities	13
1. Peaceful Performance Clause	13
2. Work Stoppage.....	13
Article 17 - Effect of Prior Memorandums of Understanding	14
Article 18 - Severability.....	14
Article 19 - Term.....	14
Appendix "A" Recognition.....	15
Appendix "B" Salary Schedule	1

Preamble

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

Article 1 - Recognition

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

Article 2 - County Rights

1. Management Rights

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

2. Volunteers and Contracting Out

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

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

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

Article 3 - Employee Rights

1. Non-Discrimination

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

2. Right to Join or Abstain

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

3. Right to Representation

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

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

4. Schedule Changes

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

Article 4 - Association Rights

1. Dues

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

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

2. Notice of Meet and Confer

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

3. Officers

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

4. Association Release Time

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

5. New Hire Orientation

Employees will be allowed 30 minutes to attend a Union orientation scheduled by SCPJPOA within 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.

6. Bulletin Boards

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

7. Use of Facilities

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

8. Association Communications

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

9. Employee Lists

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

Article 5 - Wages

1. Salary Schedule

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

2. Step Advancement

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

3. Salary Increases

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

- Deputy Probation Officer I (PO038)
- Deputy Probation Officer II (PO051)
- Probation Resource Officer (PO024)
- Senior Deputy Probation Officer (PO061)
- Supervising Probation Officer (PO066)
- Supervising Probation Resource Officer (PO038)

4. Salary Survey

The County is conducting a salary survey, upon completion the County will share the salary survey with the Association. The County will meet with the Association upon

request to discuss the results of the survey, any implementation shall be subject to mutual agreement.

5. Overtime

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

6. Hours of Work

The workweek shall be established as Sunday through Saturday.

Article 6 - Other Pays

1. Training Pay

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

2. Officer-in-Charge Pay

Employees 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.

3. 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.

4. 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 per incident at the applicable overtime rate, or actual time worked whichever is greater.

5. Standby Pay

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

6. Uniform Allowance

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

7. Meals

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

Article 7 - Leaves

1. Holidays

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

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

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

Full-time employees accrue twenty-four (24) floating holiday hours on the paycheck 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.

2. Vacation Accrual

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

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

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

The maximum vacation accrual is 312 hours. Employees 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.

3. 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 8 - Health and Welfare

1. Medical and Dental Insurance

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

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

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

Note 1: The Medical Benefit 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 100% of the Region 1 CalPERS Gold health plan plus 100% of the dental premium.

Note 4: The total benefit shall be equal to 100% of the Region 1 CalPERS Gold health plan plus 100% of the dental premium.

Note 5: The total benefit shall be equal to 100% of the Region 1 CalPERS Gold health plan plus 100% of the dental premium.

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

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

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

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

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

Note 4: The total benefit shall be equal to 95% of the Region 1 CalPERS Gold health plan plus 95% of the dental premium.

Note 5: The total benefit shall be equal to 95% of the Region 1 CalPERS Gold health plan plus 95% of the dental premium.

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

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

Note 1: The Medical Benefit 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.

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

Note 5: The total benefit shall be equal to 90% of the Region 1 CalPERS Gold health plan plus 90% of the dental premium.

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

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

Note 1: The Medical Benefit 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.

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

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

2. Vision Insurance

Effective July 1, 2022, the County provides vision insurance for employees and their dependents.

3. Retiree Medical Insurance

For employees hired prior to October 1, 2020, who maintain medical insurance through the County will receive reimbursement of insurance from the Auditors Office equal to one half of employee only CalPERS Region 1 Platinum premium minus the Minimum Employer Contribution.

4. Retiree Dental Insurance

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

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

5. Disability Insurance

The County provides employees with long-term disability insurance

The County provides employees with short-term disability insurance.

The County will discontinue providing employees with short-term and long-term disability insurance at midnight on December 31, 2023.

6. Life Insurance

Effective July 1, 2022 the County provides employees with a \$50,000 life insurance policy.

Article 9 - CalPERS Retirement

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

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

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

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

- Sick Leave Service Credit
- Non-Industrial Disability Standard
- Industrial Disability Standard
- Pre-Retirement Death Benefits:
 - 1959 Survivor Benefit Level 4

- Special
- Post-Retirement Death Benefits:
 - \$500 Lump Sum
 - Survivor Allowance (PRSA)
- 2% Retirement COLA

Article 10 - Deferred Compensation

Employees receive twenty dollars (\$20.00) per pay period into their deferred compensation account.

Article 11 - Miscellaneous

1. Tuition Reimbursement

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

2. Personal Property Reimbursement

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

- | | |
|--------------------------------|-----------|
| • Prescription eyeglasses | \$250.00 |
| • Sunglasses | \$175.00 |
| • Watches | \$400.00 |
| • Cell phone | \$1000.00 |
| • Wedding ring | \$500.00 |
| • One tasteful ring | \$500.00 |
| • Earrings | \$250.00 |
| • Personal clothing (per item) | \$40.00 |
| • Required uniform components | at cost |

Article 12 - Probationary Period

Employees will serve a twelve-month probationary period.

Article 13 - Layoffs

1. Grounds for Layoff

Employee(s) may be laid off when the position is no longer necessary, for reasons of economy, lack of work, lack of funds, if the position can be consolidated with another

position, or for such reason(s) that the County deems sufficient for abolishing the position(s).

2. Layoff Procedure

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

3. Recall Procedure

When a vacancy exists and employees are to be recalled, notice of the opening(s) shall be sent to the last mailing address as furnished by the laid off employee. To expedite the recall, more than one employee may be notified of an opening, but priority will be given to the employee who was laid off last. This recall notice shall be by certified mail and the employee shall have twenty-one (21) days to accept the offer of reemployment from the postmark date on the recall notice. Employees shall be required to report to work within forty-five (45) days of the postmark date on the recall notice. Employees shall be allowed to decline a recall one (1) time during the duration of the recall list. Declining a second recall opportunity will permanently remove an employee from the recall list.

Article 14 - Personnel Files

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

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

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

Article 15 - Grievance Procedure

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

Step 1: Immediate Supervisor

Each employee believing he or she has a grievance or complaint, before filing the same

in writing, shall discuss his or her problem or complaint with the immediate supervisor in an attempt to resolve the matter as simply and informally as possible. Said grievance or complaint must be discussed with the immediate supervisor within fifteen (15) 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 or complaint

If the grievance or complaint has not been resolved at the immediate supervisor level within ten (15) calendar 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) calendar days after the verbal decision of Step 1. Within five (7) calendar days after submission, the employee shall meet with the appointing authority or a designated representative, and within ten (15) calendar days after said meeting a written decision shall be delivered to the employee.

Article 16 - Concerted Activities

1. Peaceful Performance Clause

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

2. Work Stoppage

The County agrees not to lock out employees.

In the event of any work stoppage during the term of this Memorandum of Understanding, whether by the Association or any member of the bargaining unit, the Association through its officers, shall immediately declare in writing and publicize that such work stoppage is illegal and unauthorized, and further direct its members in writing to cease the said conduct and resume work. Copies of such written notice shall be served upon the County. If, in the event of any work stoppage, the Association promptly and in good faith performs

the obligations of this paragraph, providing the Association has not otherwise authorized, permitted, or encouraged such work stoppage, the Association shall not be liable for any damages caused by the violation of this provision. The County, however, shall have the right to discipline including discharge any employee who instigates, participates in, or gives leadership to any work stoppage activity herein prohibited, and the County also shall have the right to seek full legal redress, including damages, against any employee. It is understood that employees so disciplined retain appeal rights under the County's Employer Employee Relations policies and California law.

Article 17 - Effect of Prior Memorandums of Understanding

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

Article 18 - Severability

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

Article 19 - Term

This Memorandum of Understanding shall be effective from [first full pay period following adoption by the Board of Supervisors], and remain in effect through midnight September 21, 2024.

Date: _____

Date: _____

County of Siskiyou

Probation and Juvenile Peace Officers' Association

Angela Davis
County Administrative Officer

Joe Burkus, President

Michael W. Jarvis
Liebert Cassidy Whitmore

Ryan Betts, Bargaining Team Member

Melissa Cummins
Deputy County Administrator
Personnel and Risk Management Officer

Danielle Hall, Bargaining Team Member

Steve Allen
Goyette, Ruano & Thompson, Inc.

Appendix "A" Recognition

Deputy Probation Officer I

Deputy Probation Officer II

Probation Resource Officer

Senior Deputy Probation Officer

Supervising Probation Officer

Supervising Probation Resource Officer

Appendix "B" Salary Schedule

Salary Schedule through July 9, 2022								
Classification	Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Deputy Probation Officer I	PO036	\$19.490	\$20.480	\$24.500	\$22.570	\$23.700	\$24.310	\$24.900
Deputy Probation Officer II	PO042	\$22.240	\$23.360	\$24.530	\$25.760	\$27.050	\$27.720	\$28.390
Probation Resource Officer	PG028	\$16.930	\$17.780	\$18.670	\$19.590	\$20.570	\$21.090	\$21.610
Senior Deputy Probation Officer	PO046	\$24.600	\$25.830	\$27.120	\$28.480	\$29.900	\$30.640	\$31.410
Supervising Probation Officer	PO048	\$25.760	\$27.050	\$28.390	\$29.810	\$31.300	\$32.080	\$32.860
Supervising Probation Resource Officer	PG034	\$19.490	\$20.480	\$24.500	\$22.570	\$23.700	\$24.310	\$24.900

Effective July 10, 2022								
Classification	Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Deputy Probation Officer I	PO038	\$21.674	\$22.758	\$23.896	\$25.091	\$26.346	\$27.005	\$27.680
Deputy Probation Officer II	PO051	\$24.667	\$25.900	\$27.195	\$28.555	\$29.983	\$30.733	\$31.501
Probation Resource Officer	PO024	\$18.858	\$19.801	\$20.791	\$21.831	\$22.923	\$23.496	\$24.083
Senior Deputy Probation Officer	PO061	\$27.248	\$28.610	\$30.041	\$31.543	\$33.120	\$33.948	\$34.797
Supervising Probation Officer	PO066	\$28.638	\$30.070	\$31.574	\$33.153	\$34.811	\$35.681	\$36.573
Supervising Probation Resource Officer	PO038	\$21.674	\$22.758	\$23.896	\$25.091	\$26.346	\$27.005	\$27.680