

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
COUNTY OF SISKIYOU
AND
DEPUTY SHERIFF'S ASSOCIATION**



February 24, 2008 - June 30, 2011

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**MEMORANDUM OF UNDERSTANDING
DEPUTY SHERIFF'S ASSOCIATION**

February 24, 2008 - June 30, 2011

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,
Steve Allen, Business Manager
United Public Employees of California Local 792
225 Locust Street, Suite 200
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 grievance. 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 can not 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.

06.05.00 Employee 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 back-

ground, 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

09.01.01 Base salaries shall be increased by the following amounts:

Effective February 24, 2008, the base salary shall increase by 6%.

Effective the first full pay period starting July 2009, the base salary shall increase by 4%.

Effective the first full pay period starting July 2010, the base salary shall increase by 4%.

09.01.02 Medical Insurance - The County agrees to pay the entire premium of \$930.00 per month per employee for membership in the Laborers Northern California Health and Welfare Trust Special Plan III. If any increase to premium is effective during the term of the contract, County agrees to pay premium up to an amount based on the current composite rate for the PERS Choice medical/dental plan, with a 90% county paid, 10% employee paid split of premium, (based upon current DSA and Sheriff's Management Unit enrollment).

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 Happy Camp or Butte Valley shall receive Seventy-five Dollars (\$75.00) for each complete calendar month so assigned. Effective July 13, 2008, Resident Peace Officers assigned to Happy Camp shall receive an additional (\$75.00) for each complete calendar month so assigned, for a total of \$150.00 per month.

09.01.05 Shift Differential

The County agrees to continue a differential of 2.5% per shift, as compensation for shifts worked other than the daytime shift. Effective July 13, 2008, the differential will increase to 3.5%. 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 (2 ½ %) percent of base pay upon possession of an Intermediate POST certificate. Individuals possessing an Advanced POST certificate shall receive an additional two and one half (2 ½ %) percent, for a total of 5% over base pay.

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.

10.00.00 RETIREMENT BENEFITS

10.01.00 For the term of this agreement, the County shall continue to pay the employee's nine (9%) percent of CalPERS contribution; allow for military service credit in accordance with CalPERS Code Section 21024; allow for the single highest year calculation of salary for retirement purposes for all unit members.

10.01.01 The County agrees to the CalPers contract for the 3% @ 50 retirement plan.

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 \$20.00 per pay period per employee.

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 Effective February 24, 2008, 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 ½) times the classifications normal base hourly salary for each hour of overtime worked in either pay or Compensatory Time, paid every payperiod.

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. No one shall accrue more than one hundred and fifty (150) hours of compensatory time without approval of the Department Head or the County Administrator. 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.

No one shall be allowed to carry-over more than one hundred and fifty (150) hours of Compensatory Time from one calendar year to the next. 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.

15.01.01 Employees will be allowed to accrue above their vacation accrual limits during the calendar year. Accrual maximums will be enforced. However, on Dec. 31st amounts above the accrual maximum shall be eliminated. During the first 130 pay periods of employment, an employee shall not accumulate more than 152 hours of vacation leave. After 131 pay periods of continuous employment, an employee may not accumulate more than 232 hours of vacation leave.

16.00.00 STANDBY

16.01.00 Any Sheriff's Deputy or Sergeant may be placed on standby status by a supervisor of the Sheriff's Department for a reasonable number of hours. Employees will not be placed on standby status while on vacation, regular days off, or approved compensatory time off unless, in the responsible judgment of the Sheriff or his/her designee, an emergency exists. An employee who is placed on standby status shall remain at his/her home, or, when requested by the employee, at some other nearby place approved by a supervisor of the Sheriff's Department, and be ready and able to respond to duty within fifteen (15) minutes of receiving a call. Time spent in this standby status will be compensated at the rate of Six Dollars (\$6.00) per hour except that an employee, even though placed on standby status in excess of eight (8) hours in a twenty-four (24) hour period will be entitled to no more than Ninety-Six Dollars (\$96.00) for standby status compensation within any twenty-four (24) hour period. Time spent on standby status will not be considered overtime and will not be computed in determining total hours worked in the work week for overtime purposes. The Sheriff may require employees to keep the office advised as to their availability when off duty. This requirement will not be considered standby time unless an individual's movements are restricted to his/her home or other nearby place as approved by a Sheriff's Department supervisor and employee is required to be in a condition to respond to duty within fifteen (15) minutes of receiving a call.

17.00.00 BEREAVEMENT LEAVE

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

18.00.00 FAMILY LEAVE

18.01.00 Employees shall be entitled to Family Leave in accordance with County Personnel Policies, Section 7.6.

19.00.00 CATASTROPHIC LEAVE

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

20.00.00 FLEXIBLE WORK HOURS / ALTERNATIVE WORK HOURS

20.01.00 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.

21.00.00 PROBATIONARY PERIOD

21.01.00 The probationary period shall be regarded as an integral part of the selection examination process and shall be utilized for closely observing the newly hired or promoted employee's work abilities and performance.

21.02.00 County Deputy Sheriff's Association employees shall satisfactorily complete a probationary period of not less than twenty-six (26) consecutive biweekly pay periods. Individuals on probation shall receive a minimum of an evaluation every three (3) months.

21.03.00 A newly hired employee may be discharged at any time during the initial probationary period when the individual's work performance is found not to meet the required standards for the position or for any other job related reason. The appointing authority shall provide proper notification to the employee and a separation report to the Personnel Officer.

21.04.00 An employee who is promoted and whose performance during the probationary period does not meet the required standards for the class in which the individual was promoted, the employee shall have the right, in lieu of termination, to voluntarily demote back to the former class in which permanent status was held prior to the promotion.

21.05.00 An employee shall attain permanent status unless notified in writing of termination prior to the completion of the probationary period.

21.06.00 The parties agree that the probationary period for Deputy Sheriff I/II classifications shall be a combined total of eighteen (18) months for individuals hired at the I level. Individuals hired at the II level shall serve a twelve (12) month probation.

22.00.00 PHYSICAL FITNESS / WELLNESS BENEFIT

22.01.00 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.

22.01.00 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.

23.00.00 UNIFORM / SAFETY EQUIPMENT ALLOWANCE

23.01.00 Peace Officer classifications shall receive a Uniform/Safety Equipment Allowance of Twenty Five (\$25.00) Dollars per pay period (\$650.00 annually). Effective July 13, 2008, this allowance shall increase by Six Dollars and Seventy Four Cents (\$6.74) per pay period (\$175.00 annually). Total Uniform Allowance per pay period will be 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 Six Hundred Fifty (\$650.00) Dollars Uniform/Safety Equipment payment. Effective July 13, 2008, payment shall be Eight Hundred Twenty Five (\$825.00) Dollars. 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 and new 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.

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.

23.02.00 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.

24.00.00 SPECIAL UNIT EQUIPMENT AND PAY

24.01.00 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.

24.02.00 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.

24.03.00 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. 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.

25.00.00 CLASS STRUCTURE

25.01.00 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.

26.00.00 SCHEDULE CHANGES

26.01.00 Schedule Changes.

Changes in basic employment scheduling patterns (e.g. 8-hour shifts, 12-hour shifts) will not be made until after the County has completed any requirements to meet and confer pursuant to Government Code 3500 *et seq.* Employees' regular work schedules will not be changed solely to avoid the payment of overtime.

27.00.00 COUNSELING PROGRAM

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

28.00.00 SPECIAL ASSIGNMENT/TRANSFER INTEREST CARDS

28.01.00 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.

28.02.00 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.

29.00.00 VOLUNTEERS/CONTRACTING OUT

29.01.00 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.

29.02.00 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.

30.00.00 LIFE INSURANCE

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

31.00.00 CHECK-OFF

31.01.00 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.

31.02.00 Such deductions shall be made twice monthly.

32.00.00 GRIEVANCE PROCEDURE

32.01.00 A grievance is a dispute concerning the interpretation or application of any existing policy, practice, written rule or regulation governing personnel practices or working conditions, including this MOU. A grievance involves the claimed misapplication or misinterpretation of a rule or regulation relating to an existing right or duty. This

procedure shall not apply to any dispute for which there is another established resolution procedure.

32.02.00 A written grievance must set forth the rule, regulation, policy or practice claimed to have been violated; describe the specific incident or circumstances of the alleged violation; and specify the remedy sought. Any dispute between the parties as to the grievability of an issue or as to whether the requirements of this procedure have been met shall be presented to the Board of Supervisors, after the grievance has proceeded through the appeal to the Department Head, as outlined below.

32.03.00 The procedure and sequence in filing and processing a grievance shall be as follows:

- 1) The employee and, if desired, his/her representative shall discuss the grievance with the employee's immediate supervisor before a written grievance may be filed.
 - a) If the grievance is not settled through this discussion, a written grievance may be filed with the employee's immediate supervisor. A written grievance must be filed within ten (10) working days from the time the employee becomes aware or should have become aware of the issue or incident giving rise to the problem.
 - b) Upon receipt of a written grievance, the immediate supervisor shall give the employee a written reply within five (5) working days.
- 2) Should the employee not be satisfied with the answer received from his/her immediate supervisor, the employee may, within five (5) working days, file an appeal to the Department Head. The Department Head shall have seven (7) working days after receipt of the appeal to review the matter, investigate and provide a written answer to the appeal, explaining clearly his/her decision or proposed action and reasons therefore. The Department Head may confer with the employee and appropriate supervisors in an attempt to bring about a harmonious solution.
- 3) The County and Association may mutually agree to waive steps 1) and 2) and proceed directly to a hearing by the Board when the issue is one over which the employee's supervisor or Department Head has no jurisdiction.
- 4) If the employee is not satisfied with the decision of the Department Head, but prior to appeal to the Board of Supervisors, the employee may submit the grievance to a panel consisting of the County Negotiator, the County Administrator or his/her designee, and two (2) representatives of the Employees Association. The panel will review and attempt to resolve the grievances. If unsuccessful, the grievance will be referred to the Board.
- 5) All time limits herein may be extended by mutual agreement of the parties.

32.04.00 Failure of the employee to file an appeal within the specified time limit for any but the first step of the procedure shall constitute an abandonment of the

grievance. Failure of the responsible supervisor or official of the County to render a decision within the specified time limit established by this procedure shall automatically move the grievance to the next higher level for action, without action required of the employee.

33.00.00 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.

34.00.00 DISCIPLINE

34.01.00 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.

35.00.00 PERSONNEL POLICIES

35.01.00 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.

36.00.00 MILEAGE REIMBURSEMENT

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

37.00.00 TIME BANK

37.01.00 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.

38.00.00 MEAL REIMBURSEMENTS

38.01.00 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.

38.02.00 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.

39.00.00 BOOK AND TUITION REIMBURSEMENT

39.00.01 The County will maintain a book and tuition reimbursement program for all unit employees. Upon the affirmative recommendation of the County Administrator and approval of the Board of Supervisors, 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.

40.00.00 PERSONAL PROPERTY REIMBURSEMENT

40.01.00 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.

41.00.00 IRS-125 PROGRAM

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

42.00.00 PERSONNEL FILES

42.01.00 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.

43.00.00 EMPLOYEE RECOGNITION PROGRAM

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

44.00.00 EMPLOYEE PERFORMANCE EVALUATIONS

44.01.00 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).

44.02.00 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.

44.03.00 Other performance evaluations may be required under special circumstances.

45.00.00 MEDIATION OF DISCIPLINARY MATTERS

45.01.00 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.

46.00.00 RELEASE TIME FOR NEGOTIATIONS AND MEDIATION

46.01.00 Association members participating in a mediation panel pursuant to Section 45.01 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.

47.00.00 EMPLOYEE SUGGESTION PROGRAM

47.01.00 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.

48.00.00 CONCERTED ACTIVITIES

48.01.00 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 disci-

plined retain appeal rights under the County's Employer Employee Relations policies and California law.

49.00.00 COMPLETION OF NEGOTIATIONS

49.01.00 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 July 1, 2006, 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.

50.00.00 RATIFICATION OF THIS MEMORANDUM

50.01.00 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.

51.00.00 SEPARABILITY

51.01.00 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.

52.00.00 TERMS OF AGREEMENT

52.01.00 This Memorandum of Understanding shall be effective February 24, 2008 2007 and remain in effect until midnight of the 30th day of June, 2011. At the request of either party, negotiations may commence February 2011.

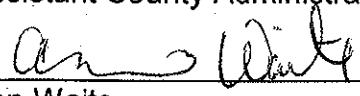
Agreed to on this 19th day of February 2008, by:




Brian McDerriott, Representative
Siskiyou County Board of Supervisors



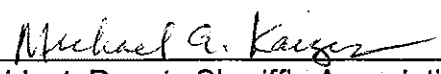
Rose Ann Herrick,
Assistant County Administrator



Ann Waite,
Personnel Manager



Steve Allen, Labor Negotiator



Michael G. Kaizer
President, Deputy Sheriff's Association