

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE**

COUNTY OF SISKIYOU

AND

**SISKIYOU COUNTY PROBATION AND JUVENILE
PEACE OFFICERS' ASSOCIATION**



February 16, 2016 - February 16, 2019

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**Siskiyou County Probation & Juvenile Peace Officers' Association
Memorandum of Understand**

Term February 16, 2016 – February 16, 2019

This is a Memorandum of Understanding between the Siskiyou County Probation & Juvenile Peace Officers' Association and the County of Siskiyou Board of Supervisors.

W I T N E S S E T H:

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 Siskiyou County Probation & Juvenile Peace Officers' Association.

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

President, Siskiyou County Probation & Juvenile Peace Officers' Association
805 Juvenile Lane
Yreka CA 96097

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 this master Memorandum of Understanding and attachments shall be the full, final, and only agreement between the County and the Siskiyou County Probation & Juvenile Peace Officers' 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 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 above mentioned units provided that nothing contained in this Agreement shall prevent employer from recognizing a unit properly formed pursuant to Resolution No. 143, Book 11.

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 it 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 organizations 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 DISCRIMINATION

The County shall not discriminate against union members or union represented employees due to employees engaging in protected activities.

06.04.00 STEWARDS

06.04.01 The Association or Union 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 represent. 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 The maximum number of designated Stewards shall be three (3).
Except by mutual agreement of the parties, no more than one (1) Steward may assist in the processing of a specific grievance. Workload shall be rotated amongst Stewards.

06.04.03 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 Stewards and supervisors or managers for this process.

06.04.04 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.

06.04.05 An employee is allowed a reasonable amount of time to contact his/her 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. A Steward shall obtain permission from the employee's supervisor or manager before contacting an employee on work time or in the work area.

06.04.06 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 action, he/she shall be entitled to have a Steward present if he/she so requests.

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

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

06.05.00 Employee Lists

Upon written request by the Siskiyou County Probation & Juvenile Peace Officers' Association, the County shall periodically provide the Association with listing of all employees in represented bargaining units; including both members and non-members.

07.00.00 NON-DISCRIMINATION

07.01.00 Neither the County 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, political opinion, legitimate union activity nor lack of union activity, or exercise of rights under this agreement.

08.00.00 EMPLOYEE ORIENTATION

08.01.00 The Association President may utilize fifteen (15) minutes of work time to orient new employee at employee's worksite.

08.00.00 HEALTH AND LIFE INSURANCE

08.01.00 The County agrees to contribute a dollar amount equal to:

08.01.01 County contributes 80% of the CalPERS Choice premium to the employee's selection of CalPERS health plan option;

08.01.02 Effective February 28, 2016, County will contribute 85% of the PERS Choice premium to the employee's selection of CalPERS health plan option;

08.01.05 Parties agree to continue discussion regarding alternatives to CalPERS health insurance coverage during the term of this MOU.

The employee agrees to contribute any amount for health and dental premiums not covered by the County's contribution.

08.01.06 For employees retiring during the term of this MOU, who elect to continue the County's health and dental insurance, the County agrees to pay a monthly amount as determined by the Board of Supervisors toward the payment of the retired or retiring

employee's health and dental insurance premium. The parties agree to meet and confer, at either parties' request, if it becomes legal for the County to pay its retiree health premium only after an employee has worked for Siskiyou County for a minimum of 5 total years.

08.01.07 Vision Insurance. The County agrees to maintain the Vision Service Plan A, for eligible employees and dependants, with a \$15.00 co-payment for the examination and a \$25.00 co-payment for the materials. The County agrees to pay up to \$15.00 per employee per month for the vision plan. Should premiums increase above this amount after the execution of this contract, the employee shall be responsible for the payment of the increase, effective the first of the month following the implementation of the increase by the Board of Supervisors. The County shall not be required to pay for this increase unless an agreement to do so is ratified by the Board of Supervisors. If the Board of Supervisors does not ratify an agreement, the County and Association agree to meet and confer regarding how the employee shall pay for the increase.

08.01.08 The County will maintain life insurance for employees covered by this agreement at \$25,000 per employee.

9.00.00 COMPENSATION

9.01.00 Salary Adjustments. Salaries shall be increased based upon the current 5th step (hourly rate) of each classification as follows:

5th Step Hourly Rate	Effective February 28, 2016	Effective February 26, 2017	Effective February 25, 2018
\$10.00 -- \$20.00	3%	2%	1.0%
\$20.01 -- \$24.00	2%	2%	1.5%
\$24.01 & above	1.5%	1.5%	1.0%

9.02.00 Memorialize prior concessions:

- On June 16, 2010 this unit agreed to waive the 4% COLA scheduled to be effective in January 2011.
- Effective July 8, 2012 employees in this Unit began paying the full 9% employee member contribution for CalPERS retirement.

9.03.00 **SALARY SURVEY** - At the request of the County, in lieu of conducting a salary survey, the parties agree to meet and confer on individual salary adjustments whenever in the County's judgment a demonstrated recruitment problem exists which is attributable to the current salary for that classification.

9.04.00 For all unit employees, there shall be Step 6 in the pay range. Step 6

provides a 2.5% increase to employees after 2 years at Step 5.

For all unit employees, there shall Step 7 in the pay range. Step 7 provides a 2.5% increase to employees after 2 years at Step 6.

9.05.00 BILINGUAL PAY

The County shall, upon the written recommendation of the department head, pay a differential of 5% for the ability to speak a language other than English fluently. The department must demonstrate a need for frequent and substantial use of that particular language. The employee must demonstrate the ability to communicate in that language fluently, and must respond to any request from the County to use that bilingual skill in the performance of County business. The employee shall be tested to determine the level of knowledge in that language, and such test shall be administered through the Personnel Office.

9.06.00 BENEFIT RESTRUCTURING

Upon request, the parties agree to meet and discuss cost neutral benefit restructuring.

09.07.00 OFFICER IN CHARGE STIPEND

As designated by the Chief Probation Officer or Juvenile Hall Superintendent, Juvenile Correctional Officers (JCOs) will be eligible for 5% additional pay per shift or pay period as an Officer in Charge Stipend.

This designation may be made for an entire or partial shift or on a hourly basis or for an entire pay period due to an absence of a Senior JCO. The pay will not begin until the first hour of the assignment and will be paid on a bi-weekly basis.

If a Senior JCO is absent more than 10 working days or two weeks, the Working Out of Class Personnel Policy, Section 5.3 may be applied at the Department Head's and Personnel's discretion rather than the Officer in Charge pay.

This stipend will be reported as special compensation for CalPERS reporting.

10.00.00 DEFERRED COMPENSATION

10.01.00 The County will continue to contribute an amount of \$20.00 per pay period to the employee's designated deferred compensation program.

11.00.00 PHYSICAL FITNESS/ WELLNESS BENEFIT

11.01.00 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 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.

12.00.00 DISABILITY INSURANCE

12.01.00 The County agrees to maintain in effect the County-paid long term disability insurance program for Unit employees. The program shall provide benefits of 60% of the employee's monthly salary subject to a maximum monthly benefit of \$4,000.00, with a 90-day elimination period.

12.02.00 The County and the Association agree to maintain in effect the Short Term Disability Policy.

13.00.00 RETIREMENT BENEFITS

The County currently contracts with CalPERS for a defined benefit retirement program. Retirement benefits are calculated using a member's years of service credit, age at retirement and final compensation (average salary for a defined period of employment). The retirement formula employees may be eligible for will be determined by a variety of factors in accordance with the County's current CalPERS contract and PERS regulations.

13.01.00 **Benefit Formulas.** Please contact Personnel or CalPERS to determine which one of the following benefit formulas apply to you. The benefit formulas are as follows:

- 3% at 50 years of age and single highest year calculation for final compensation (Generally for employees hired prior to 11/02/12)
- 3% at 55 years of age, and highest three year average for final compensation (Generally for employees hired between 02/05/12 & 12/31/12)
- 2.7% @ 57 years of age and highest 3 year average final compensation (Generally for employees hired on or after 1/1/13 pursuant to the California Public Employee's Pension Reform Act of 2013)

13.02.00 Member Contributions:

13.01.00 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.

13.02.00 The County agrees to allow for military service credit in accordance with CalPERS Code Section 21024.

13.03.00 PERS 1959 Survivor Benefit Level 4. The County agrees to implement this benefit following completion of the collective bargaining process for all units representing PERS safety classifications.

14.00.00 FLOATING HOLIDAYS AND VACATION ACCRUAL

14.01.00 In accordance with Personnel Policy 7.2 - Employees shall receive three (3) floating holidays. All full-time permanent employees on paid status as of January 1 of each year shall have twenty-four (24) hours credited to their floating holiday accrual. Floating holidays must be taken in the calendar year in which they are earned and requests to use a floating holiday shall have the approval of the employee's supervisor prior to usage. Permanent part-time employees who are employed on January 1 of each year shall have a pro-rata portion of the hours credited to their leave accrual pursuant to current County practice.

14.02.00 Employees hired or terminated during the calendar year shall receive prorated floating holiday hours with the hours being rounded to the nearest one-third (4 months) of the year. Employees hired during the year shall have the appropriate number of hours credited to their leave accruals. Employees terminated during the year shall have the appropriate number of hours deducted from their leave accruals, or, if necessary, from accrued pay.

14.03.00 Employees shall be entitled to accrue and utilize vacation in accordance with the Personnel Policy Section 7.1 except as explained below.

14.04.00 Employees will be allowed to accrue above their vacation accrual limits (listed below) during the calendar year. Accrual maximums will be enforced, however, on the last day of the first full pay period in January of the new calendar year. Employees who on the last day of the first full pay period in January of the new calendar year exceed the vacation maximum listed below shall not earn vacation until the vacation accrual is reduced to the limit allowed.

14.04.01 During the first 130 pay periods of continuous employment, an employee may not accumulate more than 192 hours (twenty-four (24) days) of vacation leave.

14.04.02 After 131 pay periods of continuous employment, an employee may not accumulate more than 272 hours (thirty-four (34) days) of vacation leave.

14.04.03 Employee requests for leave shall not be unreasonably denied, with the understanding that vacation leave approvals shall be made only when the needs of County operations are not adversely affected.

15.00.00 SHIFT DIFFERENTIAL

15.01.00 The County shall pay a differential of 2.5% per shift, for compensation for shifts worked other than the daytime shift. Effective February 28, 2016, shift differential shall increase to a total of 3.5% per 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, including hours worked on a County designated holiday. The differential does not include call back assignments, or apply to vacation, sick, or other earned leave.

16.00.00 STANDBY

16.01.00 Any qualified Department employee may be placed on standby status by the department head or his/her department head's designee. While on standby status such employee shall remain at his/her home or any nearby location approved by the department head or the designee and shall be ready and able to respond to duty within fifteen (15) minutes of receiving a call to duty. The determination of "qualified" for purposes of this section shall be made solely by the department head involved. Time spent in this standby status will be compensated at a rate as follows:

Per Workday	\$40
Per Weekend Day	\$50
Per County Designated Holiday	\$60

No Standby provided if on sick leave.

16.02.00 Time spent on standby status will not be considered overtime for classifications eligible for overtime and will not be computed in determining total hours worked in the workweek for overtime purposes.

17.00.00 SPECIAL ASSIGNMENT PAY

17.01.00 Employees assigned to work as a Department Training Officer, shall receive an additional 5%, non-pyramiding, increase to base salary: The Chief Probation Officer shall make special duty assignments in his/her sole discretion. An assignment as a Training Officer 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. The stipend may apply to more than one member/employee. Special pay shall only be applied to hours worked when the employee is preparing for and delivering STC certified training and during training to become certified and continuing education in relation to certification.

17.02.00 Employees assigned as Canine Probation Officer (Canine Officer) 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 Chief Probation Officer.

Employees assigned to work the K-9 assignment shall receive an additional 5%, non-pyramiding, increase to base salary. The Chief Probation Officer shall make the k-9 assignment in his/her sole discretion. This assignment shall not be considered a promotion or demotion. Pay is reportable to CalPERS as Special Compensation and is included in the regular rate for overtime calculations.

17.03.00 Special assignment interest card process

Employees shall be allowed to submit interest cards for all special assignments/transfers. Interest cards shall be reviewed by the Chief 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 Chief shall make special duty assignments/transfers in his/her sole discretion.

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

18.00.00 MILEAGE REIMBURSEMENT

18.01.00 In accordance with the County travel policy, County employees utilizing their personal vehicle on County business shall receive reimbursement for mileage. Use of personal vehicle must be approved by Department Head or designee, per County policy.

19.00.00 BOOK AND TUITION REIMBURSEMENT

19.01.00 The County shall maintain a book and tuition reimbursement program for all permanent Unit employees. Upon the approval of the County Administrator, employ-

ees 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 cost under this program shall not exceed \$10,000.00 per fiscal year. To be eligible for reimbursement, classes must be attended outside of the employee's normal working hours.

20.00.00 UNIFORM ALLOWANCE

A. Juvenile Correctional Officers:

20.01.00 All Juvenile Correctional Officers, Senior Juvenile Correctional Officers and the Juvenile Hall Superintendent will be required to wear a uniform at all times. Uniform to consist of Polo shirt with logo, pants, and wind breaker jacket. Hats are optional.

20.02.00 Current employees shall receive four hundred dollars (\$400.00) in Uniform allowance, at the rate of Fifteen Dollars and Thirty Eight cents (\$15.38) per pay period (\$400.00 annually). Effective February 28, 2016, the uniform allowance will be increased by \$100 for a total of \$500 annually. The Uniform Allowance is paid on a per pay period basis (\$19.23 per pay period).

The amounts payable under the Uniform Allowance are for the expressed purpose of providing for adequate funds for employees to purchase their own uniforms. The Association hereby acknowledges that the County has no obligation, past, present or future, to provide uniforms independently of payment of this allowance. Employees shall continue to be governed by applicable department policies in selecting the types of uniforms to be used.

20.03.00 Newly hired employees shall receive Four Hundred (\$400.00) Dollars Uniform payment. Effective February 28, 2016, the uniform allowance for newly hired employees was increased by \$100 per for a total of \$500, annually. 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 on a pay period basis.

B. Probation Officers:

20.04.00 Employees in the Probation Officer class series shall be eligible for a \$225 annual uniform allowance (pro-rated bi-weekly) to be effective the pay period following agreement between the County and the Association as to what are the required items covered by this annual uniform allowance. Newly hired employees shall receive \$225 uniform 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 on a pay period basis. The amounts payable under this uniform allowance are for the expressed purpose of providing for adequate funds for employees to purchase their own uniforms. The

Association hereby acknowledges that the County has no obligation, past, present or future, to provide uniforms independently of payment of this allowance. Employees shall continue to be governed by applicable department policies in selecting the types of uniforms to be used.

20.05.00 Equipment - The County agrees that any safety equipment that the Chief Probation Officer requires of employees, shall be provided by the County. Any equipment provided by the County is for County use only, is to be used only for official County business and is not to be removed from the premises, except for official County business.

20.06.00 Personal Property Reimbursement - 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.

21.00.00 WORK OUT OF CLASS

21.01.00 Any qualified non probationary employee assigned by the department head to work in a higher classification due to the extended absence of the incumbent (excluding holidays and vacation time) shall be eligible for the working out of class stipend after ten (10) consecutive working days in the higher classification. On the eleventh day, the employee so working shall be compensated 5% above the employee's current salary, or step one (1) of the new classification, whichever is greater. The increase in pay shall be retroactive to the first day worked in the higher classification.

22.00.00 VOLUNTEERS/CONTRACTING OUT

22.01.00 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.

22.02.00 In those instances where the County elects to contract out or has elected to contract out such work, activities, or services as determined to be in the County's best interest, and which do not displace any current, represented employee(s) the County shall not be obligated to provide any notice or any information to the Siskiyou County Probation & Juvenile Peace Officers' Assoc.

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

23.00.00 HOURS OF WORK/WORK PERIODS

23.01.00 The standard work period for County employees shall be a seven (7) day

period beginning on Sunday at 12:01 a.m. and continuing to Saturday at 12:00 a.m. (midnight), except as provided below.

23.01.02 Alternative work periods may be established by the Department Head with concurrence from the Personnel Manager and are fixed until further action from the Department Head with concurrence from Personnel.

23.02.00 For the purposes of computing fractions of hours worked, the time shall be computed to the nearest six (6) minutes.

23.03.00 For the purposes of computing overtime fractions of hours worked, the time shall be computed to the nearest six (6) minutes.

23.04.00 The parties agree to convene a study session of Association representatives and Juvenile Correctional employees to discuss a shift assignment and rotation policy that provides operational efficiency while accommodating employee preference to the extent possible.

23.05.00 Twelve (12) Hour Shifts for Juvenile Correctional Officers/Senior Juvenile side letter (attachment).

24.00.00 MEALS

24.01.00 Juvenile Hall personnel shall be allowed to eat County provided meals with wards assigned to them. Meals shall be the same as those provided to the wards and will be provided only when normally eaten during the shift.

24.02.00 Employees assigned to STC training for which the County is eligible to receive a meal reimbursement at STC rates' shall be entitled to claim meal reimbursement at the STC rate.

25.00.00 REINSTATEMENT

25.01.00 The County agrees that employees reinstated pursuant to County Personnel Policy, Section 6.4, within two (2) years of a resignation in good standing shall have seniority reinstated for purposes of County service for layoffs, leave accruals, salary step placement, etc.

26.00.00 GRIEVANCE PROCEDURE

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

27.00.00 REASONABLE ADVANCE WRITTEN NOTICE

27.01.00 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.

27.02.00 Reasonable advance written notice consists of a minimum of two weeks notice, prior to the placement of any issue on the Board agenda. Notice will be given for any item that comes under the scope of representation, including, but not limited to, reclassifications, new classifications, and new and/or revised policies. The Unit shall be given the opportunity to meet with appropriate management representatives prior to adoption.

27.03.00 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.

28.00.00 LAYOFFS

28.01.00 **LAYOFF DEFINED** Layoff is termination of an employee by the County for lack of work, lack of funds, reorganization, economic or 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. Work schedules shall be planned to keep periodic or recurring layoffs to a minimum. 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.

28.02.00 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.

28.03.00 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
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.

28.04.00 SENIORITY DEFINED

Seniority rights shall be based on all continuous County employment in a permanent position without a break due to separation, subject to the provisions contained in these policies.

28.05.00 COMPUTATION OF SENIORITY/SENIORITY CALCULATIONS

- a. Seniority shall be determined by the allocation of one employment service point for each month of continuous employment in a permanent position.
- b. 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).
- c. 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 working 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 is 32 hours per week or .8 FTE they will receive .8 of a service point per month of continuous employment.
- d. A full-time or part-time employee shall be allocated $\frac{1}{2}$ of one point when employed 15 to 29 days in a month, and shall be allocated zero points when employed less than 15 days in a month.
- e. 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.

28.06.00 TIE BREAKING

Names drawn by lot.

28.07.00 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 classification and has more seniority (as defined in this section) than the person in the other 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.

28.08 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.

28.09.00 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 an interdepartmental re-employment list for all classifications with an equal or lower maximum salary in the class currently assigned or when permanency has been established.

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 in excess of twenty-five (25%) percent of their normal work hours or reductions 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.

An employee who is laid off from County employment shall be placed on the reinstatement list for a minimum of two years, in accordance with the reinstatement policy, in accordance with Personnel Policy 6.4.

29.00.00 HOLIDAYS

29.01.00 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, first Monday in September, November 11, Thanksgiving day, Friday following Thanksgiving day, 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.

29.02.00 When a holiday set forth in this section falls on an employee's regularly scheduled day off, the employee shall either be paid an additional eight hours at straight time or assigned another day off during the pay period, at the option of the County. Employees required (not voluntary) to work an alternative work schedule (other than 8 hours per day) are eligible for holiday pay based on the employees current work schedule (9, 10 or 12 hours).

29.03.00 When a day set forth in this section falls on a Sunday, the following Monday shall be a holiday. When a day 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 with the County Personnel Policy, Section 7.2.

30.00.00 SICK LEAVE

30.01.00 In accordance with Personnel Policy 7.9 - All employees of the Unit who occupy full time permanent positions shall be entitled to one working day of sick leave with pay for each month or major fraction thereof of actual service. Employees are eligible to use sick leave as it is earned. Such sick leave with pay shall be granted upon the recommendation of the department head in case of the bona fide illness of the employee. Sick leave with pay shall be held to include diagnostic treatment, dental procedures, and optician's services when performed by a duly licensed practitioner. Sick leave pay can also be provided to an employee who is a victim of domestic violence, sexual assault or stalking as provided in Labor Code Section 230.

In the case of illness extending beyond three (3) days duration, the employee shall furnish a certificate issued by a licensed practitioner. Such certificate shall be filed by the department head with the County Auditor concurrently with the biweekly payroll report. Such a certificate may be required for illnesses of less than three (3) days duration in cases of suspected sick leave abuse or for other legitimate reasons. It shall be the responsibility of the department head to deny the use of sick leave with pay in cases where there is substantial evidence of abuse of the sick leave privilege.

Except as otherwise provided by law, no County employee shall be entitled to sick leave while absent from duty on account of any of the following causes: disability arising from any sickness or injury purposely self-inflicted or caused by his/her willful misconduct; sickness, or disability sustained while on leave of absence other than his/her regular vacation.

30.02.00 Employees shall be allowed to use sick leave for serious illness or injury to members of their immediate family. This paid leave may run concurrently with FMLA designated leave. The approval process shall be the same as that utilized for employee sick leave usage, including providing a certificate issued by a licensed medical practitioner verifying that the immediate family member is ill or injured when the illness or injury extends beyond three (3) days duration.

30.03.00 Immediate family shall mean the following individuals: spouse, registered domestic partner, child, parent, brother, sister, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, grandmother, grandfather, grandchild, loco parentis, persons living in the employees household as a family member; or a person for whom the employee provides in excess of 50% of his/her financial care and support.

30.04.00 The County and the Association agree Light Duty assignments will be

administered in accordance with section 5.7 Light Duty of the Personnel Rules.

30.05.00 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. In addition, any other employee who is separated from employment and re-hired within 12 months of separation is entitled to reinstatement of up to 6 days or 48 hours of previously accrued and unused sick leave to the extent required by law.

31.00.00 BEREAVEMENT LEAVE

31.01.00 In accordance to Personnel Policy 7.4 - Department heads may authorize the use of up to five (5) days of earned sick leave to an employee attending or making arrangements for the funeral of an immediate family member. Immediate family shall mean the following individuals: spouse, child, parent, brother, sister, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, grandmother, grandfather, grandchild, loco parentis, persons living in the employee's household as a family member, or a person for whom the employee provides in excess of 50% of his/her financial care and support. Authorization shall be in conformance with the provisions of the County Personnel Ordinance.

Where insufficient sick leave is available to the employee for this purpose, compensatory leave and/or vacation leave may be granted. Where sufficient leave of this nature is unavailable, leave without pay may be granted in accordance with the provisions of the County Personnel Policy, Section 7.4.

32.00.00 CATASTROPHIC LEAVE

32.01.00 The County and Association agree to maintain in effect the County's catastrophic leave program. Any changes to the policy are subject to the meet and confer process.

33.00.00 MEDICAL LEAVE POLICY

33.01.00 Medical Leave will be authorized in accordance with the County's Family Medical Leave of absence policy 7.6 with the following:

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 dependants 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

34.00.00 FLEXIBLE WORK HOURS

34.01.00 The County allows flexible working hours when it does not reduce service to the public. Flexible working hours gives employees flexibility and helps create high morale. The department head or designee may approve flexible working hours for affected employees. Such approval shall be based upon the Department Head's affirmative recommendation and justified on a basis of economy and efficiency of service. Such alternate work hour schedule may be revoked by the Department Head or County Administrator or designee with a 14 calendar day notice (absent an emergency situation) and such revocation shall be based upon the needs of the departmental operations as determined by the Department Head, County Administrator, or designee. Such hours shall require the working of the normal number of hours. When a paid holiday occurs within a pay period, the alternate work hours shall be one of the following during the bi-weekly pay period: (including exempt employees)

4/10's work three ten-hour days for a total of thirty (30) hours and either work or take leave for two (2) hours.

9/80's during the forty-five (45) hour week, work one additional hour or take leave for one hour when the holiday falls during this period.

9/80's during the thirty-five (35) hour week, work one additional hour or take one additional hour of leave when the holiday falls during this week. When the holiday falls on the day taken off, take an additional eight hours off.

35.00.00 OVERTIME, ADMINISTRATIVE LEAVE AND COMPENSATING TIME OFF

35.01.00 Non-Exempt (Covered) Employees: Full time employees shall be entitled to be compensated for hours worked in excess of forty (40) hours per week by either compensation time or pay at the rate of time and one half (1-1/2). No one shall be

allowed to have a balance of more than one hundred (100) hours of Compensatory Time (CT). CT earned over 100 hours shall be paid on the next bi-weekly paycheck. Employees have until the end of December to use CTO in excess of 100 hours, prior to being paid down. County agrees to meet and discuss the CTO cap in March of each year.

35.02.00 It is acknowledged that Exempt employees covered by the MOU may be required to or, of their own volition, perform work above and beyond the scope of duties normally expected of their positions during the usual forty (40) hours work week. For that reason they may be allowed some flexibility in their working schedules. This flexibility of scheduling is intended to recognize extraordinary work performance and shall not be construed to constitute compensatory time off or overtime compensation. It will be implemented only in cases when the employee's additional work is clearly far beyond the normal scope of their duties and the amount of time provided in lieu of overtime in the form of administrative leave. The flexibility of scheduling is subject to the absolute discretion of the department head and is not subject to appeal, unless such scheduling is determined to be in conflict with any other section of this Memorandum.

Overtime exempt employees shall not have any deduction from their salary or accrued leave for absences of less than one (1) day, except that employees may voluntarily use vacation/sick leave for partial day absences, at the employee's sole discretion. The employee must request approval in advance of taking time off. Employee requests for leave cannot be unreasonably denied.

35.03.00 Unit employees classified as exempt shall not receive overtime compensation. Exempt Unit employees will be entitled to a total of forty (40) hours of administrative leave per calendar year. Administrative leave days must be taken during the calendar year in which they are earned.

35.04.00 Administrative Paid leave eligible employees hired or terminated during the calendar year shall receive prorated administrative leave hours with the hours being rounded to the nearest one-third (4 months) of the year. Employees hired during the year shall have the appropriate number of hours credited to their leave accruals. Employees terminated during the year shall have the appropriate number of hours deducted from their leave accruals, or, if necessary, from accrued pay.

35.05.00 Administrative Leave may be taken by an employee upon the reasonable advance request of the employee, with the consent of the department head or an authorized department supervisor, whenever the needs of the department permit.

35.06.00 The form of overtime compensation shall be determined by the County.

35.07.00 Compensatory time off only may be taken by an employee upon the reasonable advance request of the employee, with the consent of the department head or an authorized department supervisor, and whenever the needs of the department permit.

35.08.00 All hours of compensating time earned, taken or paid for must be logged, kept as a department record, and reported to the County Auditor on a periodic basis as presently is the county practice for payroll reporting.

36.00.00 CALL BACK PROBATION OFFICERS & SUPERVISING PROBATION OFFICERS

36.01.00 Probation Officers and Supervising Probation Officers who receive work related calls during hours not contiguous to the regular work schedule shall receive a minimum of two (2) hours compensation and will be paid in accordance with the Federal Labor Standards Act (FLSA) for the purposes of regular and overtime rates. If time worked during the work week including after hour calls exceed 40 hours in the work period/week the employee will be paid at time and a half or they may request comp time earned in accordance with FLSA. Comp time earned versus pay at time and a half is the Department Head's discretion.

36.02.00 Two (2) hours minimum pay will be paid for any and all work related calls taken at home after normal business hours or on weekends and holidays. If the amount of time spent answering calls/working after hours exceed two (2) hours the employee will be compensated for actual time worked.

36.03.00 The employee must report hours worked the following regular business day to his/her supervisor for payroll reporting. The employee will report time/date of call, length of call, called and case/probationer name.

36.04.00 CALL BACK ALL NON-EXEMPT EMPLOYEES

Employees called back and physically returning to work for hours not contiguous to the regular work schedule shall receive a minimum of two (2) hours compensation.

The primary purpose of this provision is to have a voluntary pool of employees willing to be called in to help process a booking during graveyard shifts when the institution is at a minimum staffing level, however it shall apply in all situations where an employee is called back and physically returns to work (as noted above). This provision also applies to employees called back to work for any purpose, including mandatory training and meetings.

Overtime pay shall be applied in accordance with FLSA and sections 34.02.00 and 35.00.00 of the current M.O.U.

This policy applies to all non-exempt employees.

37.00.00 FLEXIBLY STAFFED CLASSIFICATIONS

37.01.00 Flexible staffing is used to designate classifications in a promotional series in which both the entry and journey level classes are assigned the same kinds of duties, the difference being the range of duties performed, the level of skill required, and the amount of supervision received.

37.02.00 Eligibility requirements include: the employee must have successfully

completed the probationary period for the entry-level classification, have completed the time in the current classification as required for advancement to the higher level positions, and meets the minimum experience qualifications in the classification specification for the higher level classification. Experience within and outside County employment may be used.

The employee must be currently assigned the full range of duties associated with the higher level classification and demonstrating the potential to succeed at this level.

37.02.01 Employees will be flexed to the next highest class in the series as soon as they are eligible, unless Personnel is previously notified that the employee does not meet the above criteria.

38.00.00 IRS-125 PROGRAM

38.01.00 An IRS-125 program shall remain in effect for the term of this agreement. The maximum for unreimbursed medical expenses is \$4,000 per calendar year. The maximum for childcare reimbursement is \$5,000.00 per calendar year.

39.00.00 PERSONNEL FILES

39.01.00 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 a 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.

40.00.00 PROBATIONARY PERIOD

The County and the Association agree the Probationary Period will be administered in accordance with section 6.2 Probationary Period of the Personnel Rules as amended herein.

40.01.00 The County will attempt to use the best possible methods, within the complete discretion of the supervisors and the County, to provide the probationary employee with appropriate training to perform the duties of the job satisfactorily.

40.02.00 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.

40.03.00 A newly hired employee may be released 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.

40.04.00 An employee who is promoted shall serve a thirteen (13) consecutive biweekly pay period probation in the higher classification except as outlined below.

40.04.01 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).

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 a 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.

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)
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40.05.00 During a probationary period an employee who had permanent status in a lower class shall be regarded as still having permanent status in that class.

40.06.00 If an employee's performance 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 is held.

40.07.00 The rules starting the probationary period shall be as provided in the Siskiyou County Personnel Policy Section 6.2.

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

40.09.00 The following section of Personnel Rule 6.2 is no longer valid: A transfer from one department to another during the probationary period may extend the probationary period. The total probationary period; however, shall not exceed twenty-six pay periods.

41.00.00 FAMILY MEDICAL LEAVE

41.01.00 Family Medical Leave is in accordance with County Personnel Policy, Section 7.6.

42.00.00 EMPLOYEE RECOGNITION PROGRAM

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

43.00.00 EMPLOYEE PERFORMANCE EVALUATIONS

43.01.00 Every employee shall be reevaluated at least once a year. A formal evaluation shall be completed for each permanent employee and usually immediately prior to his/her anniversary date (step increase date).

43.02.00 Probationary employees shall be rated at least twice during the probationary period, once at mid-point and again prior to the completion of the employee's probationary period.

43.03.00 Other performance evaluations may be required under special circumstances.

44.00.00 MEDIATION OF DISCIPLINARY MATTERS

44.01.00 Upon submittal of an appeal of disciplinary action to the Board of Supervisors pursuant to the Employer Employee Relations Policy, 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.

45.00.00 RELEASE TIME FOR NEGOTIATIONS AND MEDIATION

Association members participating in a mediation panel 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.

46.00.00 GRIEVANCE & COMPLAINT RESOLUTION PROCEDURE

46.01.00 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

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

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

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

46.03.00 **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 4 (a) 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.

(b) 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.

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

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

(e) The 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.

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

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

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

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

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

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 MILITARY LEAVE

48.01.00 The County and the Association agree Military Leave will be administered in accordance with section 7.8 Military Leave of the Personnel Rules, as amended in Attachment "E."

49.00.00 SMOKING CESSATION

49.01.00 The County and the Association agrees to pursue smoking cessation programs for Association members.

50.00.00 BLOOD BANK DONATIONS

50.01.00 Employees will be allowed to donate blood during work hours, limited to a maximum of two (2) hour per donation and eight (8) hours per calendar year.

51.00.00 CONCERTED ACTIVITIES

51.01.00 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 encourages 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, to include 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.

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 February 17, 2019 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.

Upon request, the parties agree to discuss impact(s) of State transfer of parole duties to the County.

53.00.00 COMPLIANCE WITH MEMORANDUM

53.01.00 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.

54.00.00 RATIFICATION OF THIS MEMORANDUM

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

55.00.00 SEPARABILITY

55.01.00 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.

56.00.00 TERM OF AGREEMENT

56.01.00 This Memorandum of Understanding shall be effective 16th day of February

2016 and remain in effect until Midnight of the 16th day of February 2019.

57.00.00 ATTACHMENTS

57.01.00 The following policies are attached for reference: Permanent Part Time Employee Policy, Short Term Disability, Light Duty Policy & Twelve Hour Shift Addendum, Military Leave

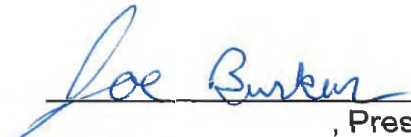
Agreed to on this 16th Day of February 2016 by:




Terry Barber, Representative
Siskiyou County Board of Supervisors



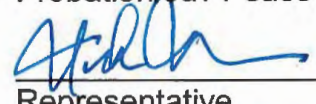
Ann Merkle
Personnel Manager




, President
Siskiyou County Probation &
Juvenile Peace Officers'
Association



Representative
Probation/Juv Peace Officers'



Representative
Probation/Juv Peace Officers'
Nick Marino



Representative
Probation/Juv Peace Officers'



Steve Allen, Business Agent
Probation/Juv Peace Officers'

COUNTY OF SISKIYOU
POLICIES REGARDING PERMANENT PART-TIME EMPLOYEES

This policy applies to all permanent part-time County employees.

1. Permanent part-time is defined as an employee working twenty (20) or more hours a pay period but less than eighty (80) hours a pay period. Employees working less than twenty (20) hours a payroll period will not be considered permanent part-time employees and this policy does not apply to them.
2. Permanent part-time employees are eligible to be members of the bargaining unit to which the classification has been assigned. If a member of that bargaining unit, the permanent part-time employee is eligible to receive the same type of benefits that the permanent part-time classification would receive.
3. All benefits for permanent part-time employees will be prorated based on the number of hours worked. Benefits may include, but are not limited to: vacation leave, sick leave, earned time, holidays, administrative leave, medical wellness contribution, bereavement leave, long- and short-term disability, medical and wellness benefits, deferred compensation, life insurance, and other benefits.
4. Permanent part-time employees working less than forty (40) hours per payroll period will be eligible to participate in the County health plan but will be responsible for paying the full cost of that plan. Permanent part-time employees working forty (40) or more hours per payroll period will be eligible to participate in the County health plan and the cost paid by the County will be prorated based on the number of hours worked. Permanent part-time employees can waive health insurance coverage based on criteria established by the Health Insurance Committee.
5. Permanent full-time employees who are reduced, voluntarily or involuntarily, to less than eighty (80) hours per payroll period will be subject to a proration of benefits according to this policy, including health and other benefits.
6. Permanent full-time employees who, voluntarily or involuntarily, are placed in permanent part-time status in lieu of a layoff, will not be moved to extra help status. Employees moved from full-time to part-time status in lieu of a layoff will retain seniority for purposes of layoff procedures, and will continue to receive full benefits as if they were in that full-time status (only the hours will be reduced). Once the budget situation which forced the layoff and reduction in hours to occur has passed, the employee will either be returned to full-time status or will be converted to a permanent part-time status and will be subject to a pro-ration of benefits according to this policy, including health and other benefits.

Revised February 1, 1998

COUNTY OF SISKIYOU SHORT TERM DISABILITY PROGRAM

- Eligibility This short term disability program is only applicable to non-probationary permanent full time and part time members of the AFSCME bargaining units, Assistant Department Head Unit, Confidential Unit, Correctional Officers, Tradecraft, Deputy Sheriff's Association and the Department Head unit. STD payments will not exceed a 90 day period per calendar year, per employee.
- Qualifying Event Any eligible employee who experiences a non-industrial injury or illness may qualify for short term disability. A doctor's note must be submitted showing the first date disabled, the date expected to be back at work, and any related information. To return to work after a short term disability, a full doctor's release must be submitted, detailing any restrictions. If the doctor release is for less than full time duty, STD will still remain in affect for the hours missed from work. Once an employee is released to full duty, and reports to work, the STD benefit will end. A workers' compensation claim that has been filed will preclude receiving short term disability until that claim has been denied. An employee will be ineligible for STD if the doctor states that he/she will be unable to return to work on a permanent basis.
- Use of Leave Any eligible employee may use sick leave, vacation leave, or any other earned leave, in that order, to augment short term disability payments in order to receive a full paycheck. In no case may an employee receive more compensation than that of an eighty (80) hour pay period. STD payments will be based on the base salary of the employee at the time of disability. In no case may a part-time employee receive more compensation than the hours for which they are budgeted (i.e., a .50 FTE may not receive more than forty (40) hours of compensation per pay period).
- Pay Periods Short term disability payment will be issued through Payroll, and will be included in your regular bi-weekly check. The payment will be fully taxable.
- Elimination Period An eligible employee who is disabled for more than 5 consecutive full working days or 40 hours whichever is least (paid holidays excluded) may apply for short term disability. For permanent part time employees the elimination period will be prorated based on the number of scheduled work hours (FTE) . The date first disabled shall be determined by the "first date disabled" as stated on the doctor's note (see "Qualifying Event" above). An original completed claim form must be submitted to the County Administrator's Office no later than thirty calendar days after the date first disabled to be considered timely. All claims received after this date will be denied.
- Duration Short term disability expires on the ninetieth (90) day. This use must be taken in consecutive days. An employee must apply for long term disability coverage if the injury or illness is expected to last beyond ninety (90) calendar days. Contact the County Administrator's Office for additional information on Long Term Disability.
- Maximum Rate Short term disability payments will be based on a maximum of fifty (50%) percent of the employees current base salary, at the time of injury or illness. STD earnings are not reportable to CalPERS as compensation.
- Filing a Claim All qualified employees may file a claim for short term disability using the attached form. The form must be submitted to the County Administrator's Office no later than thirty (30) calendar days after the date first disabled to be considered timely.

There is no conversion option with this plan.
BOS approved revision 12/7/04

5.7 Light Duty

PURPOSE: To establish a policy for allowing regular full-time and regular part-time employees to return to work while recovering from an injury or illness.

STATEMENT OF POLICY:

The County strongly feels that it is in the best interest of both the recovering employee and the County to have the employee return to duty as soon as is medically possible. Employees who are capable of working at some level in some capacity following an injury or illness, whether such injury occurred on or off duty, may be assigned to work. When appropriate and applicable, an employee may be returned to light duty, or modified duty, when the nature of the injury is such that the employee is expected to return to full, unrestricted duty in his or her original position. It is important to remember that there may be no light duty available, and that the individual capabilities of the employee determine what duties he or she can accomplish. The determination of the assignment shall be made, adjusted, and terminated by the Personnel Officer in consultation with the department head and Risk Management. Guidelines from the Americans with Disabilities Act also will be followed when applicable.

If light duty is deemed appropriate, the light duty assignment need not be necessarily confined to the employee's specific department. A review of the doctor's release to return to work, the employee's capabilities, and the needs of the County may result in assignment to another department.

The County will write a memorandum to the employee, including limitations as indicated by the treating physician, the nature of the light duty, and restrictions placed by the County. Under no circumstances shall an employee be returned to any light duty position without this memorandum. The first light duty assignment will not exceed sixty (60) calendar days. Directions to the employee, including limitations as indicated by the treating physician, the nature of the light duty, and restrictions placed by the County shall be written at the beginning of the light duty and at thirty (30) calendar days. It shall be the responsibility of the department head to ensure that all mandates of the restrictions are enforced.

The light duty assignment may be extended up to one hundred and twenty (120) calendar days with express approval of the Personnel Officer. Light duty may be extended beyond one hundred and twenty (120) calendar days if approved by the Personnel Officer.

Medical reports from the treating doctor shall be submitted by the employee to the Personnel office on a monthly basis. Reports shall include:

1. The last time employee was evaluated by physician completing report.
2. Condition of the employee as of the date of the report.
3. Prognosis for a full and complete recovery of the employee.
4. Status of light duty.
5. Specific limitations and conditions of light duty employment.

Should this report not be submitted monthly, the conditions of light duty employment may be revoked. Light duty employees are required to follow the restrictions indicated on the physician's release to return to work.

When the light duty assignment is within another County department, the same rate of pay and classification will apply to the light duty employee. Salary costs will be borne by the department in which the employee is working light duty.

Prior to returning to regular duty from a light duty assignment, the employee shall submit a written acknowledgment from the treating physician that the physician has received a copy of the employee's job description and duties and that the employee is able to perform those duties. Any restrictions that may attach to the release shall not prevent the employee from performing the essential job functions assigned to the employee's position.

Supplemental Addendum to the Probation and Juvenile Peace Officers Association MOU
34.02.00

Twelve (12) Hour Shifts for Juvenile Correctional Officers/Senior Juvenile Correctional Officers

The purpose of establishing 12 hour shifts is to effectively meet the needs of staffing the Juvenile Correctional Facility. Additionally, the Juvenile Hall Management hopes the 12 hour shifts will allow staff more flexibility in their personal lives.

As of June 29, 2008 the County and Union agree to establish the alternative work schedule of 12 hour shifts and establish a (14 day) work period in accordance with the Fair Labor Standards Act 7 (k) exemption. The parties agreed as part of the establishment of the 12 hour shifts that for purposes of providing adequate and efficient staffing the Juvenile Hall Management will no longer allow eight hour shifts as of the date this is adopted. This 12 hour shift agreement includes an understanding that all Juvenile and Senior Juvenile Correctional Officers will be scheduled for and rotate through both day and graveyard shifts.

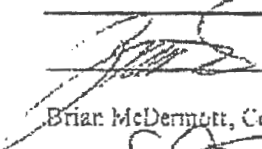
34.02.01 Overtime for 12 hour shifts for Juvenile and Senior Juvenile Correctional Officers

As of November 30, 2008 employees authorized and who worked beyond 84 hours in a 14 day, bi-weekly pay period shall be credited with overtime worked. *Overtime worked shall be compensated at one-and-one-half (1 1/2) times the classification's normal base hourly salary for each hour of overtime worked in either pay or CTO. No one shall be allowed to have a balance of more than eight (80) hours of compensatory Time (CT). CT earned over 80 hours shall be paid out on the next bi-weekly paycheck. Employees have until the end of December 2008 to use CTO in excess of 80 hours, prior to being paid down. For purposes of calculating overtime paid vacation, compensatory time and sick leave shall not be considered time worked.*

Overtime during the trial period: For the period of April 20, 2008 – November 19, 2008 (as agreed to by the Union and Juvenile Management during the trial period) the 12 hour shifts were implemented under the FLSA 7(k) exemption, and employees authorized and who worked beyond 86 hours in a 14 day, bi-weekly pay period shall be credited with overtime worked.

34.02.02 Management discretion. It will remain the prerogative as stated in section 34.00.00 to allow flexible work hours/12 hours shifts at the discretion of the Juvenile Hall Management/Chief Probation Officer. Additionally, it will remain management's discretion to change the start and end time of Juvenile Hall staff's shifts. And, although it is not part of our official proposal, the Juvenile Hall Management intends to have shifts rotate every three months and post the schedule, which is subject to change after posting, at least 30 days prior to the shift date.

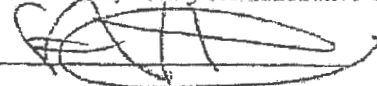
34.02.03 Holidays for 12 hour shift employees. Holidays will continue to be paid as discussed in section 29.00.00.



Brian McDermott, County Administrative Officer

Date

12-16-08



Steve Allen, Business Agent, PJCOA

Date

12-23-08



Jennifer Villani, President for PJCOA

Date

7.8 *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:
 - A. 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.

- B. 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.
 - C. An employee who is called to service with the armed forces of the United States or the California National Guard is eligible for reinstatement 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.
 - D. The County will make a reasonable effort to adjust work schedules and assignments to accommodate employees fulfilling military obligations.

- E. 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.
 - F. 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.
 - G. 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.
3. SUPPLEMENTAL PAY: Resolution No.01-216 shall apply to certain military leaves of absence (copy attached).
4. Employee's Responsibilities:
- A. 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.
 - B. 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.
 - C. 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.
 - D. Extended leave of absence exceeding a fifteen (15) calendar day allowance will be pursuant to the policy on LEAVE OF ABSENCE WITHOUT PAY.
5. Accounting Procedures:
- A. All military leaves will be processed through the Personnel office.
 - B. 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).
 - C. It is the responsibility of the department to track the use of military leave on the employee's monthly time card.

December 4, 2015

Effective December 6, 2015 - SIDE LETTER AGREEMENT BETWEEN THE COUNTY OF SISKIYOU AND Probation and Juvenile Peace Officers Association (PJPOA) for the Memorandum of Understanding dated December 3, 2013, through December 31, 2015.

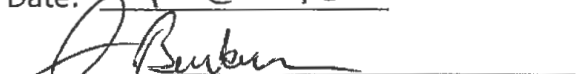
OIC PAY FOR PROBATION OFFICERS: The PJPOA agrees that Probation Officers serving as Officer in Charge (as designated by the Chief Probation Officer or designee) in the Charlie Byrd Youth Correctional Center shall be entitled to an additional five percent (5%) of base pay as OIC compensation. OIC is included in the regular rate for overtime calculations.

The primary purpose of this provision is to have a pool of employees to fill in for Senior Juvenile Correctional Officers in the Charlie Byrd Youth Corrections Facility when staffing is limited due leaves of absence etc.

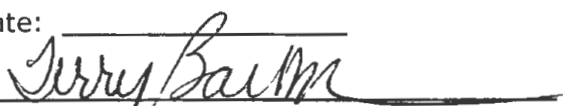


Steve Allen
Business Representative, SCPJPOA

Date: 1-20-16



Joe Burkus
President, SCPJPOA

Date: _____


Terry Barber
County Administrative Officer

Date: _____