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PERB CASE NO. SA-IM-233-M
FACTFINDER CASE NO. 22-05-43FF

FACTFINDING PROCEEDINGS PURSUANT TO
THE MEYERS-MILIAS-BROWN ACT

COUNTY OF SISKIYOU

and

SISKIYOU COUNTY DEPUTY SHERIFFS
ASSOCIATION

Issue: Impasse in 2021 Successor Contract Negotiations

NEUTRAL FACTFINDER
PANEL CHAIR
RECOMMENDATIONS

June 30, 2022

FACTFINDING PANEL

Factfinder for the Union:

Ron Copeland
Labor Relations
Representative
UPEC Local 792, LIUNA

Factfinder for the Employer:

Michael W. Jarvis
Labor Relations Consultant
Liebert Cassidy Whitmore

Neutral Factfinder Panel Chair:

Renée Mayne
Arbitrator, Mediator

APPEARANCES

For the Union:

Rafael Ruano
Partner and Chief Administrative Officer
Goyette & Associates
2366 Gold Meadow Way, Suite 200
Gold River, California 95670

For the Employer:

Melissa Cummins
Deputy CAO – Personnel and Risk
Management Officer
County of Siskiyou
1312 Fairlane Road
Yreka, California 96097

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INTRODUCTION

This factfinding arose due to an impasse in collective bargaining under the State of California Meyers-Milias-Brown Act (MMBA) Government Code Section 3505.4 between the County of Siskiyou (County, Employer) and the Siskiyou County Deputy Sheriffs Association (DSA, Union). The Union filed a request for factfinding with the California Public Employment Relations Board (PERB) on April 20, 2022.¹

In accordance with Government Code Section 3505.4(b), the parties selected Renée Mayne as the Neutral Factfinder Panel Chair. The County appointed Michael Jarvis as the Panel Member to represent the Employer. The Union chose Ron Copeland as the Panel Member to represent the DSA in the factfinding proceeding.²

The factfinding hearing convened on May 18, 2022, at the County's Administrative Office at 1312 Fairlane Road, Yreka, California. The parties had full opportunity to present and submit relevant exhibits and evidence and discuss and argue the issues in dispute. The parties agreed all the procedural requirements of the impasse had been met, and the dispute was properly before the Factfinding Panel to issue their recommendations to resolve the impasse. After the hearing and mediation concluded, the factfinding record was closed on June 2, 2022, and the dispute was submitted to the Factfinding Panel for their recommendations.

¹ Union Ex. 1 – MMBA Factfinding Request

² PERB letter dated May 6, 2022

GOVERNING STATUTE

The MMBA Government Code Section 3505.4 (d) sets forth the criteria to be used in the factfinding process:

In arriving at their findings and recommendations, the factfinders shall consider, weigh, and be guided by all the following criteria:

- (1) State and federal laws that are applicable to the employer.
- (2) Local rules, regulations or ordinances.
- (3) Stipulations of the parties.
- (4) The interests and welfare of the public and the financial ability of the public agency.
- (5) Comparison of the wages, hours, and conditions of employment of the employees involved in the factfinding proceeding with the wages, hours, and conditions of employment of other employees performing similar services in comparable public agencies.
- (6) The consumer price index for goods and services, commonly known as the cost of living.
- (7) The overall compensation presently received by the employees, including direct wage compensation, vacations, holidays, and other excused time, insurance and pensions, medical and hospitalization benefits, the continuity and stability of employment, and all other benefits received.
- (8) Any other facts, not confined to those specified in paragraphs (1) to (7), inclusive, which are normally or traditionally taken into consideration in making the findings and recommendations.

ISSUES AT IMPASSE

The parties successfully reached 35 tentative agreements during labor negotiations.³ The four outstanding issues at an impasse are:

- Term of Agreement
- Salary Increases
- Health Insurance Benefits
- Grievance Definition

³ Employer Ex. 5 – County’s Last, Best, and Final Offer with List of Tentative Agreements

SUMMARY OF FACTS

The County of Siskiyou is in a rural region of the northern-most boundary of California.⁴ The parties began successor negotiations in August 2021. After seven months of negotiations, the Union issued its third package proposal and the County responded with a declaration of impasse and its last, best, and final offer.⁵

The County has 663 full-time equivalent employees⁶. The DSA represents 47 law enforcement and peace officers in the County; seven of those positions were vacant on the date of the factfinding hearing, May 18, 2022.⁷

The Union's negotiating objectives were to increase the law enforcement and peace officer members' salaries to recruit and retain qualified personnel.⁸ Prior to the factfinding hearing, the parties tentatively agreed to establish CalPERS health insurance by January 1, 2023, with a county-employee cost share of 85-15% by the third year of the agreement.⁹

After the Union emailed the County its third package proposal on March 19, 2022, the County responded on March 21, 2022, with its last, best, and final offer and a zero salary increase for a 12-month period. The Union's final package proposal was 8% upon ratification and 4% in each of the second and third years of the contract.¹⁰ Before March 21, the County's salary offer was 8% upon ratification and a 1% increase effective in the third year of the agreement. On March 22, 2022, the County informed the Union this prior proposal remained an option for the Union.¹¹

Another key sticking point for the Union was the County's proposal to limit the definition of a grievance to violations of the MOU and County Personnel Rules. The current contract

⁴ Source: "About Siskiyou County" <https://www.co.siskiyou.ca.us/administration/page/about-siskiyou-county>

⁵ Union Ex. 2 – Union Package Proposal dated February 23, 2022; Union Ex. 3 – Union Package Proposal dated March 19, 2022

⁶ Source: 2021-22 Siskiyou County Budget (p.495)

⁷ Source: County Health Insurance Data Requested by Neutral for Factfinding Discussion

⁸ Union's Factfinding Paper: Discussion of Economic Issues

⁹ Tentative Agreement: Health Insurance dated March 19, 2022

¹⁰ Union Ex. 3 – Union Package Proposal dated March 19, 2022

¹¹ The County's Chief Negotiator said, "The 8, 0, 1% offer remains available to the Union."

language permits grievances for violations of law and statutes. This language mirrors the MOUs of three other Siskiyou County law enforcement and peace officer labor agreements.¹² The Union held that the proposal to redefine contract grievances would conflict with the personnel rules.¹³

Below is a chart of the last position of each party following the factfinding hearing.

	UNION OFFER March 19, 2022	COUNTY OFFER March 21, 2022	COUNTY OFFER February 23, 2022, and March 22, 2022
	Union's Package Proposal dated March 19, 2022	County's Last, Best, and Final Offer (LBFO) dated March 21, 2022	County's Offer Prior to LBFO remains available to the Union
Term of Agreement	Three years; MOU would expire on September 21, 2024	12 months from the County Board of Supervisors (BOS) adoption of LBFO	Three years; MOU would expire on September 21, 2024
Salary Increases	8% - Effective January 1, 2022 4% - Effective September 25, 2022 4% - Effective September 24, 2023	0% for 12 months	8% - Effective upon adoption by BOS 0% - No salary increase in Year 2 1% - Effective September 24, 2023
Health Insurance Benefits	Effective January 1, 2023, all bargaining unit members move to CalPERS health insurance: January 1, 2023: EE ¹⁴ pays 5% of the insurance premium January 1, 2024: EE pays 10% of the insurance premium January 1, 2025: EE pays 15% of the insurance premium	Effective January 1, 2023, all bargaining unit members move to CalPERS health insurance: January 1, 2023: EE pays 15% of the insurance premium	Effective January 1, 2023, all bargaining unit members move to CalPERS health insurance: January 1, 2023: EE pays 5% of the insurance premium January 1, 2024: EE pays 10% of the insurance premium January 1, 2025: EE pays 15% of the insurance premium
Grievance Language	Maintain current contract language	Limit grievance language to disputes stemming from MOU and Personnel Rules	Limit grievance language to disputes stemming from MOU and Personnel Rules

¹² Siskiyou County Sheriffs Management Unit, Probation and Juvenile Peace Officers Association, and Correctional Peace Officer Association.

¹³ Union's Summary of Issues

¹⁴ EE (abbreviation for Employee)

Salary Survey

The Union prepared a comparative salary survey of five regional counties for factfinding: Del Norte, Humboldt, Modoc, Shasta, and Trinity. The survey included five DSA bargaining unit positions: Sheriff Sergeant, Deputy Sheriff I, Deputy Sheriff II, District Attorney Investigator, and Supervising District Attorney Investigator.¹⁵ The median data showed that Siskiyou County was behind neighboring counties between 10% and 24% in base salary; the average data showed the County was behind between 12% and 27%. Siskiyou County Human Resources did not submit a salary survey into the factfinding record.¹⁶

Recruitment and Retention

Trinity County, one of the surveyed counties bordering Siskiyou County, negotiated a two-year agreement with its deputy sheriffs in July 2021. The MOU included two salary increases: 5% effective July 1, 2021, and 4% on January 1, 2022. However, following significant deputy sheriff turnover, the Trinity County Board of Supervisors approved on May 17, 2022, a 15% increase effective June 1, 2022.¹⁷ The Trinity County deputy sheriffs will receive a 24% wage increase within eleven months.

The Neutral Factfinder Panel Chair requested recruitment and retention data from the County's Human Resources office for the deputy sheriff positions during the past five fiscal years. Information provided by Human Resources showed that the deputy sheriff turnover rate from July 2021 to May 2022 was 13% (6 out of 47 budgeted positions left County employment). However, the County's data showed the cumulative turnover rate was 40% for deputy sheriffs during the last five years, from July 2017 through May 2022.

¹⁵ The Union's salary survey stated it did not include Siskiyou County in the calculations for the median or average salary.

¹⁶ The County's Chief Negotiator said the County had not seen the Union's salary survey before factfinding.

¹⁷ County Ex. 6 – Trinity County and DSA MOU dated January 1, 2021 to December 31, 2022;
Union Ex. 9 – Trinity County Board of Supervisors Report dated May 17, 2022

The County also provided its deputy sheriff hire rate from August 2021 through February 2022. The data showed the County hired nine deputy sheriffs in that period. Yet, the County lost six deputies during that same time. The net turnover rate for the six months from August 2021 to February 2022 remained at 13%.

Turnover occurs when an employee voluntarily or involuntarily leaves their job. In human resource analyses, a healthy annual turnover rate is 5% or less, and 10% is considered high. According to the US. Bureau of Labor Statistics, the national turnover rate in April 2022 was 4%.¹⁸ Yet, an April 2022 report by Gartner employment consultants predicts the U.S. voluntary turnover rate could reach 20% in 2022. According to Gartner, apart from salary and benefits, flexibility and quality of life influences an employee's decision to remain with their job or resign.¹⁹

County's Ability to Pay

After analyzing the County's turnover rate for the Siskiyou County Deputy Sheriffs Association, the Neutral analyzed the County's General Fund balance for the last five fiscal years. The Siskiyou County carry forward funds from year over year are shown in the chart below.

Siskiyou County General Fund Carry Forward	
FY 17-18	\$1.9 million
FY 18-19	\$3.2 million
FY 19-20	\$4.0 million
FY 20-21	\$4.6 million
FY21-22	\$4.3 million

¹⁸ BLS Job Turnovers April 2022 <https://www.bls.gov/news.release/pdf/jolts.pdf>

¹⁹ Gartner, April 28, 2022 <https://www.gartner.com/en/newsroom/04-28-2022-gartner-says-us-total-annual-employee-turnover-will-likely-jump-by-nearly-twenty-percent-from-the-prepandemic-annual-average#:~:text=U.S.%20employee%20annual%20voluntary%20turnover,%2C%20according%20to%20Gartner%2C%20Inc.>

While the County did not make an argument as to its inability to pay the Union's proposed wage increases, it asserted that the Union's demands were costly to the General Fund. However, the Neutral could not evaluate the cost of the County and Union salary proposals due to the lack of available data for a one percent salary increase.²⁰ Plus, the total value of the County-proposed tentative agreements, which reduce some special pays for eligible DSA members, was not submitted into the factfinding record.

While the Union provided examples of unit members' salaries after the reductions in special pays and out-of-pocket CalPERS health insurance premium costs, the give-back value to the County's budget was not clearly stated.²¹ The County also did not submit into the record the cost of correcting the salary tables and ranges that both parties reported had become askew.²²

Rising Rate of Inflation

One of the most concerning issues to the Union was the impact of rising inflation on the cost of living for its members. According to the US Department of Labor, Bureau of Labor Statistics, the 12-month inflation rate for the Pacific region was 8.5% in April 2022.²³

Definition of a Grievance

The fourth issue at an impasse between the parties is the County's proposal to limit the definition of a grievance under the MOU. The current contract language defines a grievance as:

DSA MOU Article 33 Grievance Procedure (pp.16-17) Grievance & Complaint Resolution Note: For Equal Employment Opportunity/Discrimination complaint procedures, please see the County of Siskiyou Discrimination Complaint Form. It can be obtained from Personnel or on the Intranet and reference Personnel Policy 2.1 Equal Employment Opportunity and Personnel Policy 2.4 Americans with Disabilities Act.)

The purpose of these procedures is to afford employees simple means of obtaining consideration of their grievance or complaint by informal means at the department head

²⁰ The "1%" cost of a salary increase is a standard formula in labor negotiations for estimating the employer's cost to raise wages. One percent includes base salary and salary driven costs but not fixed labor costs.

²¹ Union Ex. 8 – Total Pay Breakdown with County's Three-Year Offer

²² Post-hearing meeting with Neutral, Personnel Officer, and County and Union Panel Members on May 24, 2022

²³ https://www.bls.gov/regions/west/cpi-summary/consumerpriceindex_summary_western.pdf

level and review of the department head's decision without the use of legalistic forms and procedures.

A grievance or complaint may be filed if a management interpretation or application of a law, ordinance, resolution, regulation, or rule adversely affects the employee's wage, hours, or conditions of employment.²⁴

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.

The County-proposed contract language below excludes "a law, ordinance, resolution, regulation, or rule adversely affects the employee's wage, hours, or conditions of employment."²⁵

County Proposed DSA MOU Grievance Procedure

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

A grievance is a complaint of one or more employees or a dispute between the Association and the County involving the interpretation, application, or enforcement of the express terms of this Agreement or County Personnel Policy.²⁶

However, the definition of a grievance in the County Personnel Policies states that violations of a labor agreement, County policy, or federal or state law is grievable to the Board of Supervisors.

Siskiyou County Personnel Policies Grievance Definition (p.8)

Grievance: A dispute between an employee or the employee's bargaining unit and management as to the interpretation, application, or violation of any terms or provisions granted to the employees by agreement, personnel ordinance, or state and federal statute. For purposes of these policies, appeals from disciplinary actions shall not be interpreted as grievances.²⁷

²⁴ Emphasis added by the Neutral; https://www.co.siskiyou.ca.us/sites/default/files/fileattachments/personnel-risk_management/page/3451/mou-20190213_deputysheriffassociation2016-2021.pdf

²⁵ Emphasis added by the Neutral

²⁶ Emphasis added by the Neutral

²⁷ Emphasis added by the Neutral; https://www.co.siskiyou.ca.us/sites/default/files/fileattachments/personnel-risk_management/page/3451/per_20201113_personnelpolicymanual.pdf

POSITION OF THE EMPLOYER

The County's primary argument for its salary proposal is that 95% of the bargaining unit's salary and benefits are paid from Siskiyou County's General Fund. While the County's entire 2021-22 budget is \$321 million, the General Fund is \$78 million of the budget.

For the fiscal year 2021-22, the County's cost of the Deputy Sheriff bargaining unit members' salary and benefits was budgeted at \$5.3 million. The County estimated the cost of their entire package proposal to the DSA for a three-year contract was \$1 million. The \$1 million package included the 8% salary offer the County made for the first year of the agreement, which is very close to the recent rate of inflation. The second-year contract offer had no salary increase but the third-year salary offer was 1%. With no further authority to add more money to the bargaining budget, the County said it had no choice but to declare impasse. However, the County stated its previous three-year contract offer remained available to the Union alongside the 12-month last, best, and final offer.

POSITION OF THE UNION

The Deputy Sheriffs Association demonstrated that under the Employer's salary proposal for 8% upon ratification and 1% in year 3, their members would lose money due to the County's demands to reduce special pays and increase the out-of-pocket cost for health insurance premiums.

The Union averred that the County's salary proposal could lead to a sudden turnover of a significant number of deputy sheriffs. The conditions that prompted Trinity County to raise deputy sheriff salaries an extra 15% are the same conditions that could lead Siskiyou County to experience an emergency in public safety staffing.

Further, the County's demand to limit the labor agreement's grievance procedure to disputes involving the County Personnel Policies or the MOU would lead to conflicts with the County's own personnel policies which were approved by the Board of Supervisors.

NEUTRAL FACTFINDER PANEL CHAIR DISCUSSION

Term of Agreement

During negotiations for a successor agreement, the parties had mutually agreed to a three-year agreement that would expire on September 21, 2024. Upon declaring an impasse, the County offered a 12-month agreement. While it is not uncommon for a California public agency's elected body to impose on its employees the terms and conditions of employment with a one-year agreement and a salary increase, under the current economic and social climate, imposing terms and conditions without a competitive wage increase could lead to more law enforcement and peace officer personnel resigning from Siskiyou County. The Neutral Factfinder Panel Chair finds such an action could have adverse consequences for the County, especially because the primary dispute between the parties is competitive salaries.

Salary Increases

The County had offered an 8% increase, which was very close to the recent rate of inflation in April 2022. However, the Union's salary survey showed that every surveyed classification in this bargaining unit was significantly behind the regional market.²⁸ To avoid a sudden and high turnover of personnel in the DSA bargaining unit, the Neutral finds that if the County did impose terms and conditions for a 12-month period, it would be wiser for the Board to impose their 8% salary offer rather than their last offer of zero. Furthermore, the Union's proposal for 4% salary raises in the second and third years of the agreement is not excessive based upon the shortage of qualified law enforcement and peace officers. There are fewer individuals interested in entering the profession or capable of passing the pre-employment screening and academy training program.

While the reasons for the shortages in police staffing are varied, the outcome has been forced overtime in many public safety departments, as well as cross staffing such as assigning

²⁸ The County did not offer their own salary survey during the factfinding proceeding.

Siskiyou deputies to the Corrections Unit and Communication Dispatch. According to the May 2022 Police 1 Lexipol article, “*Why Would Anyone Want To Be A Cop Today?*” law enforcement, peace officers, and police civilian personnel are resigning to work at better staffed and managed public safety agencies, or to retire.²⁹ The article detailed the eroding American social, political, economic, and educational conditions that have led to crises in hiring police officers. For all these reasons, the Neutral Factfinder Panel Chair finds the Union’s salary proposal to be reasonable.

Health Benefits

Pursuant to the parties’ tentative agreement, beginning January 1, 2023, bargaining unit members would pay increasing increments of 5% per year of the cost of their premium, up to a maximum of 15%. However, the County said the date to move the bargaining unit members from the LIUNA health plan to CalPERS health insurance effective January 1, 2023, may be delayed. County representatives explained in a factfinding meeting the delay would be due to the late date in resolving this collective bargaining dispute. The Neutral then contacted CalPERS to inquire of the lead time necessary to implement the health insurance agreement. CalPERS said it would take up to 60 days following the County Board’s adoption of the CalPERS health insurance resolution.

MOU Grievance Language

The Union proposed to maintain the current contract language, and the County proposed to modify the article to limit grievances to contract and personnel policies disputes. After analyzing both proposals, the Neutral finds the County's proposal is premature. The definition of a grievance within the County's Personnel Policies would conflict with the County’s proposed grievance definition for the successor MOU. Furthermore, three Siskiyou County law enforcement and peace officer bargaining units presently have MOUs with the same contract language or intent as DSA.

²⁹ Police 1 by Lexipol: “Why would anyone want to be a cop today?” dated May 18, 2022
<https://www.police1.com/police-recruiting/articles/why-would-anyone-want-to-be-a-cop-today-0PTFCfp8MnnPAT2L/>

NEUTRAL FACTFINDER PANEL CHAIR RECOMMENDATIONS

The settlement terms set forth below to resolve this collective bargaining dispute are in accordance with Government Code Section 3505.4 (d) (1-8) and are based upon the Neutral Factfinder Panel Chair's findings during this factfinding proceeding.

Term of Agreement – Three years, expiring on September 21, 2024.

Salary Increases

- A. Effective January 1, 2022: 8% salary increase for all bargaining unit positions.
- B. Effective September 25, 2022: 4% salary increase for all bargaining unit positions.
- C. Effective September 24, 2023: 4% salary increase for all bargaining unit positions.

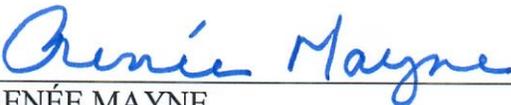
Health Benefits – Effective January 1, 2023, all bargaining unit members shall move to CalPERS health insurance and contribute to the health premium as follows:

- A. Effective January 1, 2023, each employee pays 5% of the health insurance premium.
- B. Effective January 1, 2024, each employee pays 10% of the health insurance premium.
- C. Effective January 1, 2025, each employee pays 15% of the health insurance premium.

Grievance Language – Maintain current contract language.

This Factfinding Report is respectfully submitted to the Siskiyou County Board of Supervisors, County Administrator, Sheriff, Personnel Officer, Deputy Sheriffs Association and United Public Employees of California, Local 792.

Pursuant to Government Code Section 3505.5 (a), this report shall become a public record on the tenth calendar day from this date.



RENÉE MAYNE
Neutral Factfinder Panel Chair

Date June 30, 2022

Factfinder for the Employer:

Michael W. Jarvis, Labor Relations Consultant with the law firm, Liebert Cassidy Whitmore, provided the County's dissent with the recommendations contained in this factfinding report in the attached letter written by Melissa Cummins, Siskiyou County Personnel Officer.

Factfinder for the Union:

Ron Copeland, Labor Relations Representative with UPEC, Local 792, LIUNA, provided the Union's concurrence with the recommendations contained in this factfinding report in the attached letter.



COUNTY ADMINISTRATIVE OFFICE
Angela D. Davis, County Administrator

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June 27, 2022

Renee Mayne
Arbitrator, Mediator
PO Box 1827
Sacramento, California 95812

Re: Fact Finder's Report Rebuttal

Ms. Mayne,

The Neutral's report confuses the costing of the package offered to the DSA. The primary benefit enhancements include wage increases, Holiday in Lieu, and moving medical providers and plans; and cost drivers of the County's offer to the DSA are wages, overtime, and pension.

The County's wage offer to the DSA in year 1 is \$ 977,401, and a total of \$ 2.950 Million for the term of the agreement. This cost does not include overtime which exceeded \$ 636 thousand last year alone. Lastly, accepting the DSA's request to move to CalPERS medical guarantees lifetime medical for its members and comes with a cost increase equivalent to a 12.5% salary increase or an additional \$ 260 thousand dollars. Overtime costs would increase by \$ 51,000 as a result of the County's offer to the DSA, this brings the total cost of the County's offer to \$ 3.261 million over three years – Not \$1 million.

The DSA's request for retroactivity is another \$ 220 thousand, an additional \$ 220 thousand in year two, and an additional \$ 387 thousand in year three. Increasing the annual cost by over a million dollars. The County does not maintain a reserve (savings account) for the general fund; the annual carry over is that reserve account. If the County accepted the Neutral's recommendation of more than a \$ 2.25 million dollar a year increase for 36 people, we would be laying off employees and Deputies by the end of this agreement. The Fact-Finder's report demonstrates the financial difficulties the County faces with just shy of \$ 5 million in excess revenue, these funds would be depleted by the end of this agreement if the County accepted her recommendation. Also, the County is currently in negotiations with OESC, its largest union representing a majority of County employees, over salary increases.

Trinity County is not a historic comparable of Siskiyou County, and the wage comparison ignores that Trinity County pays \$ 1048 less per month per employee than Siskiyou County towards medical insurances.

It is also important to note that the increase in general fund carry over is in part due to grants the County has received due to Covid – these are one-time monies that should not be used for ongoing costs.

The County believes its offer to the DSA of roughly 9% in year 1 and an additional 1% in year 3 coupled with the enhancements to retiree medical, active medical, and 7% Holiday-in-lieu (a total cost valued at over 28% in the first year of this agreement) are more than fair and equitable for the members of the DSA and sustainable for the County and the taxpayers.

Sincerely,

Melissa Cummins
Deputy County Administrator
Personnel and Risk Management



United Public Employees of California, Local 792

Laborers' International Union of North America, AFL-CIO

"Serving Those Who Serve Our Communities"

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SENT BY EMAIL TO MAYNE.ADR@GMAIL.COM

June 22, 2022

Renée Mayne
Arbitrator, Mediator
Labor-ADR
Post Office Box 1827
Sacramento, California 95812

RE: PERB Case No. SA-IM-233-M
Factfinder Case No. 22-05-43FF
County of Siskiyou and Siskiyou County Deputy Sheriffs Association

Dear Ms. Mayne,

As the appointed Panel Member for the Siskiyou County Deputy Sheriffs Association (DSA), please consider this letter the DSA's concurrence with the recommendations contained in the factfinding report.

Sincerely,

Ron Copeland
Labor Relations Representative

cc: Michael Jarvis (via email to mjarvis@lcwlegal.com)

PROOF OF SERVICE

I am a resident of the State of California. I am employed in the County of Sacramento. My business name is Renée Mayne, Labor-ADR. My business address is Post Office Box 1827, Sacramento, California 95812. I am over the age of 18 years. On June 30, 2022, I served the Factfinding Report for the County of Siskiyou and the Siskiyou County Deputy Sheriffs Association (PERB Case No. SA-IM-233-M) on the parties named below:

Jeremy Zeitlin
Senior Regional Attorney
Public Employment Relations Board
jzeitlin@perb.ca.us

Michael W. Jarvis
Labor Relations Consultant
Liebert Cassidy Whitmore
mjarvis@lcwlegal.com

Public Employment Relations Board
factfinding@perb.ca.gov

Ron Copeland
Labor Relations Representative
UPEC Local 792, LIUNA
rcopeland@upec792.com

I declare that the document was served in the manner described below:

- By U.S. Mail: I placed a true copy of the document enclosed in a sealed envelope, for collection and delivery by the U.S. Postal Service, with postage and all other costs prepaid, to each party's address.
- By Hand Delivery: I placed a true copy of the document enclosed in a sealed envelope. I hand delivered the envelopes to each party's address.
- By Electronic Mail: I electronically transmitted a true copy of the document via the Internet to each party's email address.

I declare under penalty of perjury under the laws of the State of California that the forgoing is true and correct. Executed on June 30, 2022, in Sacramento, California.



Renée Mayne, Arbitrator and Mediator