

**RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF SISKIYOU
ADOPTING THE COMPREHENSIVE MEMORANDUM OF UNDERSTANDING
WITH THE OPERATING ENGINEERS LOCAL UNION NO. 3 AND
IMPLEMENTING THE PROVISIONS THEREOF**

BE IT RESOLVED that the Siskiyou County Board of Supervisors adopts the comprehensive Memorandum of Understanding with the Operating Engineers Local Union No. 3 governing the period commencing May 17, 2022, and ending September 27, 2025, a copy of which is attached hereto and incorporated herein by reference, and

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

DULY PASSED AND ADOPTED this 17th day of May 2022 by the Board of Supervisors of the County of Siskiyou by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Brandon A. Criss, Chair

ATTEST:
Laura Bynum, County Clerk
By: _____
Deputy

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
COUNTY OF SISKIYOU
AND
OPERATING ENGINEERS LOCAL UNION NO. 3**



May 17, 2022 through September 27, 2025

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Preamble

This agreement between the County of Siskiyou (County) and the Operating Engineers Local Union No. 3 (OE3), has as its purpose the promotion of harmonious labor relations between the County and OE3, and the establishment of rates of pay, hours of work, and other conditions of employment.

Recognition

The County recognizes OE3 as the exclusive representative for regular permanent employees in the classifications in Appendix "A" Recognition as amended.

Employee Rights

1. Non-Discrimination

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

2. Right to Representation

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, they are entitled to have a Union Business Agent or representative of their choosing present if requested.

3. Mediation of Disciplinary Matters

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 Deputy County Administrator – Personnel and Risk Management Officer, the County Administrator or designee, and two representatives of the Union, selected by the Union. The panel will review and attempt to resolve the matter. If unsuccessful, the appeal will be referred to the Board of Supervisors.

Association Rights

1. Employee Lists

The County will provide OE3 with the name, job title, department, home or personal contact telephone numbers, work and personal email, and home address of new employees within 30 days of hire, and a complete list of all employees every quarter.

2. Employee Orientation

Employees will be allowed 30 minutes to attend a Union orientation scheduled by OE3 within 60 days of hire. The employee must notify their supervisor reasonably in advance in order to secure this paid release time. Such time shall not be unreasonably denied.

3. Dues

Upon certification from OE3 that an employee has signed an authorization for the deduction of dues, the County shall make payroll deductions in an amount to be determined by OE3 and communicated to the County annually. The County shall promptly remit deductions to OE3 with a list of dues paying members. The County may transmit payment to OE3 through Electronic Funds Transfers (EFT). Employee requests to cancel membership dues deductions must be directed to OE3. Upon notification from OE3 that an employee has canceled membership dues, the County shall promptly cease dues deductions from the employee's paycheck. The County may only request a copy of a dues authorization in the event of a dispute, OE3 shall hold the County harmless from any and all claims and will indemnify it against any unreasonable costs in implementing these provisions, and shall indemnify the County for any claims made by the employee for deductions made in reliance on that certification, in accordance with Government Code §1157.12(a).

4. Public Information Requests for Employee Information

The employer will provide OE3 as soon as practical and prior to any response a copy of any third-party request for contact, biographical and/or demographic information about bargaining unit employees. The County will consider OE3's response to the request if received prior to responding to the Public Information Request. The County will not provide any party a membership list with contact information in a malleable electronic format.

The County will not permit non-exclusive representatives' access to employees represented under this Agreement in work areas or County property. This paragraph does not prohibit representation of an employee in the disciplinary process.

5. Stewards

OE3 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 will provide the Deputy County Administrator - Personnel and Risk Management Officer annually on January 1 in writing the list of approved Stewards. Changes to the listing of Stewards shall be provided by OE3 as soon as possible after the change has occurred. The County shall recognize as Stewards only those employees named on the current list.

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 OE3, and to fulfill their duties herein. The Steward shall request such time from their 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 County; however, request for such time may not be unreasonably denied. Where the supervisor cannot approve the specific time requested, they will inform the Steward of the reason and establish an alternate time when the Steward can be released. Stewards will email their supervisor and copy the Deputy County Administrator Personnel and Risk Management Officer when requesting release time. Stewards shall not conduct Union business on County time, except as specifically authorized by this Memorandum of Understanding.

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.

6. Release Time

The County will provide five (5) union members with paid release time for negotiations, paid release time will only cover time at the bargaining table during working hours, and release time will not generate overtime.

7. Bulletin Boards

OE3 shall be allowed by a County department in which it represents employees, use of available bulletin board space and intra/inter County Email 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.

8. Notice Regarding Classification Changes

The County will provide notice to OE3 regarding changes in job classifications or policy that fall within the scope of representation under the MMBA. OE3 shall have fifteen (15) days to request a meet and confer.

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, OE3 shall be provided with the notice described in the preceding paragraph and be given an opportunity to meet and confer with the appropriate management representatives.

County Rights

The rights of the County include, but are not limited to, the exclusive right to determine the mission of constituent departments, commissions and boards; set standards of service; determine the procedures and standards of selection for employment and promotion; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of governmental operation; determine the methods, means and personnel by which

government operations are to be conducted; determine the content of job classifications; take all necessary action to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work.

1. Volunteers and Contracting Out

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

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

Wages

1. Salary Schedule

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

2. Step Advancement

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

3. Salary Increases

Effective June 12, 2022, the following range adjustments shall be made:

Aggregate Production Supervisor	TO045	Heavy Equipment Mechanic	TO045
Assistant Road Maintenance Supervisor	TO053	Road Maintenance Aide	TO012
Assistant Stores Manager	TO027	Road Maintenance Supervisor	TO069
Automotive Mechanic	TO032	Road Maintenance Worker I	TO022
Automotive Service Manager	TO045	Road Maintenance Worker II	TO032
Bridge Maintenance Supervisor	TO067	Road Maintenance Worker III	TO039
Bridge Maintenance Specialist	TO041	Senior Heavy Equipment Mechanic	TO057
Bridge Maintenance Worker	TO036	Senior Telecommunications Technician	TO059
Communications Technician	TO050	Stores Manager	TO047
Equipment Service Worker	TO022	Traffic Sign and Painting Specialist	TO041
General Services Technician	TO041	Transportation Services Worker	TO022

Effective June 11, 2023, all classifications shall receive a three percent (3.0%) salary increase.

Effective June 9, 2024, all classifications shall receive a two percent (2.0%) salary increase.

Effective June 8, 2025, all classifications shall receive a two percent (2.0%) salary increase.

4. Rural Area Premium Pay

Effective June 12, 2022 employees who are routinely and consistently assigned to Forks of Salmon will receive Branch Assignment Premium in the amount of five percent (5.0%) of their base rate of pay.

5. Overtime

A regular work week of five (5) consecutive eight (8) hour days or four (4) consecutive ten (10) hour days in each seven (7) day work period shall be established for each employee. The County may change employee work schedules; however, schedule changes shall not be made solely to avoid the payment of overtime.

Hours worked in excess of forty (40) hours per workweek will be considered overtime. Only hours worked, vacation leave, Compensatory Time Off (CTO), and holidays will count towards the calculation of overtime. Overtime will be paid at one and one-half times the employee's regular rate of pay. Employees may elect with approval of management to receive CTO rather than payment. Pursuant to the Fair Labor Standards Act, employees may accrue a maximum of two hundred and forty (240) hours of CTO. On the final paycheck in December all CTO hours in excess of eighty (80) shall be paid to the employee.

CTO may only be taken by an employee upon the reasonable advance request of the employee, with the approval of the department head or designee or at the discretion of the department head or designee.

6. Flexible Work Schedule

Employees may work a flexible work schedule upon approval by the department head or designee and the written approval of the Deputy County Administrator – Personnel and Risk Management Officer or designee. Flexible work schedules will be for a minimum duration of three (3) months.

7. Call Back

An employee who is called back to work will receive either a minimum of three (3) hours at the applicable overtime rate, or if the hours are contiguous to their normal work shift the actual hours worked at the applicable rate of pay.

Employees who are able to perform work remotely will be paid for a minimum of thirty (30) minutes per incident at the applicable overtime rate, or actual time worked whichever is greater.

Other Pays

1. Out of Class Pay

Any qualified non-probationary employee assigned by the department head to work in a higher classification due to the extended absence of the incumbent will receive out of class pay in the amount of five percent (5.0%) of their base rate of pay.

2. Boot Allowance

The County provides employees a boot allowance of \$150.00 annually on the first full pay period in July.

For newly hired employees, the boot allowance will be paid after they have successfully completed the probationary period and will be pro-rated based on the pay periods remaining in the fiscal year in which they complete probation.

Leaves

1. Holidays

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

New Year's Day

Martin Luther King's Birthday

President's Day

Cesar Chavez Day

Memorial Day

Independence Day

Labor Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Eve

Christmas Day

When an observed holiday falls on an employee's regularly scheduled day off, the employee will be paid equal to the number of scheduled work hours.

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

Full-time employees accrue twenty-six (26) floating holiday hours on the paycheck that includes January 1 of each year. Part-time accrue a pro-rata of floating holiday hours on the paycheck that includes January 1 of each year. Employees hired during the year will receive prorated floating holiday hours with the hours being rounded to the nearest one-third (4 months) of the year. Floating holiday hours must be used in the year in which they are accrued or they will be forfeited.

2. Vacation

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

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

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

The maximum vacation accrual is 312 hours. Employees will be allowed to accrue above their vacation accrual limits during the calendar year. Employees who on the first full pay period in January of any year exceed the vacation maximum of 312 hours, will not accrue additional vacation hours until the vacation balance is reduced to the limit allowed.

3. Sick Leave

Employees will accrue sick leave at the rate of 3.7 hours per pay period. Part-time employees will accrue sick leave on a pro-rated basis.

Employees may use up to forty-eight (48) hours annually for the care of an immediate family member. "Family Member" is defined as parent, child, spouse, registered domestic partner, parent-in-law, sibling, grandchild or grandparent.

Upon retirement employees may convert unused sick leave towards CalPERS service credit.

Employees with five (5) or more years of continuous service, upon death or retirement may receive 33 1/3% of the monetary value of their accrued and unused sick leave in excess of 96 hours with a maximum payout of \$1500.

Health and Welfare

1. Medical Insurance

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

Effective the first of the second month following adoption by the Board of Supervisors, the County will contribute up to the following amounts towards employee medical insurance coverage and cafeteria plan benefits:

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

Note 1: The Medical Benefit is equal to the Minimum Employer Contribution (MEC) established annually by CalPERS.

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

Note 3: The total benefit is equal to 100% of the Region 1 CalPERS Gold health plan plus 100% of the dental premium.

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

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

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

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

Note 1: The Medical Benefit is equal to the Minimum Employer Contribution (MEC) established annually by CalPERS.

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

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

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

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

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

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

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

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

Note 3: The total benefit shall be equal to 90% of the Region 1 CalPERS Gold health plan plus 90% of the dental premium.

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

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

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

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

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

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

Note 3: The total benefit shall be equal to 85% of the Region 1 CalPERS Gold health plan plus 85% of the dental premium.

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

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

2. Vision Insurance

The County provides vision insurance for employees and their dependents. Effective July 1, 2022 the County pays 100% of the premium.

3. Retiree Insurance

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

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

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

4. Disability Insurance

The County provides employees with long-term disability insurance

The County provides employees with short-term disability insurance.

The County will discontinue providing employees with short-term and long-term disability insurance at midnight on December 31, 2022.

5. Life Insurance

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

CalPERS Retirement

Employees hired prior to November 2, 2012, will receive the 2% at 55 miscellaneous CalPERS formula with the single highest year calculation for final compensation. These employees pay the required seven percent (7%) member contribution, on a pre-tax basis.

Employees hired after November 1, 2012, who are not classified as a new member will receive the 2% at 60 miscellaneous CalPERS formula with the highest three (3) year average calculation for final compensation. These employees pay the required seven percent (7%) member contribution, on a pre-tax basis.

Employees hired after December 31, 2012, who are classified as a new member will receive the 2% at 62 miscellaneous CalPERS formula with the highest three (3) year average calculation for final compensation. These employees pay one half of the total normal cost as determined annually by CalPERS on a pre-tax basis.

All retirement formulas have the following optional CalPERS retirement benefits:

- Sick Leave Service Credit
- Non-Industrial Disability Standard
- Post-Retirement Death Benefits:
 - \$500 Lump Sum
- 2% Retirement COLA

Miscellaneous

1. Reimbursement of Fees

Employees will receive reimbursement up to \$125.00 for a medical exam required to obtain/maintain a commercial drivers' license, the employee may request that the county pay the provider directly if the County has an established contract with the provider.

Employees will receive reimbursement for the difference between a Class A or B Driver's License and a Class C Driver's license for any classification required to maintain such commercial drivers' licenses, including any department required endorsements, and for other classifications as determined by the Department Head.

2. Coveralls

The County provides laundered coveralls to employees engaged in oiling, patching, and related activities. Coveralls shall be worn only when directed by the crew supervisor. Coveralls shall be new, safety orange, and of reasonable quality. Any private use of the coveralls is prohibited. Coveralls shall be replaced on an as-needed basis as determined by the County.

3. Uniforms

The County provides mechanics with laundered coveralls or uniform shirts and pants.

4. Rain Gear

The County provides rain gear for employees.

5. Breaks

Employees shall be granted up to one (1) 15-minute break for each one-half (1/2) shift of work. Employees shall make reasonable efforts to schedule breaks to minimize the disruption of the normal work schedule.

6. Pick-Up Trucks

Vehicles may be provided to certain supervisors and assistant supervisors during periods of inclement weather or emergency on the prior approval of the County Administrator or designee and the Director of Public Works.

Probationary Period

All new employees will serve a one (1) year probationary period.

An employee who is promoted within a class series will serve a probationary period of thirteen (13) consecutive bi-weekly pay periods (six (6) months) in the higher classification.

When an employee promotes or transfers to a different classification/series the employee shall serve a new probationary period of twenty-six (26) pay periods (one (1) year).

A newly hired employee may be discharged at any time during the initial probationary period.

During a promotional probationary period, an employee who had permanent status in a lower class may be regarded as still having permanent status in that class within this bargaining unit from which they promoted.

If an employee's performance does not meet the required standards for the class in which the employee was promoted, the employee may have the right to demote back to the former class in which permanent status was held within this bargaining unit.

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

Layoffs

1. Layoff Defined

Layoff is termination of an employee by the County for lack of work, lack of funds, reorganization, economic or other reasons as deemed necessary by the Board of Supervisors or appointing authority.

The appointing authority in consultation with the County Administrator and/or Deputy County Administrator – Personnel and Risk Management Officer, 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.

2. 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.

3. Order of Layoff by Status

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

- First, extra help employees
- Next, probationary employees in inverse order of seniority
- Next, permanent full-time employees, based on seniority

4. 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 revisions contained in these policies.

5. 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 works 20 hours per week or is a .5 FTE they will receive one half of a service point per month of continuous employment. If the employee works 32 hours per week or .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.

6. Tie Breaking

When two or more employees have the same seniority, the tie shall be broken and preference given in the following sequence:

1. Employees with the greatest seniority in the class series in the department in which the layoff is being made.
2. Names drawn by lot.

7. 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 above) 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 their 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.

8. 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 Deputy County Administrator – Personnel and Risk Management Officer provided such class has an equivalent or lower salary range. Equivalent salary range means a range with a maximum salary which is more than the salary range for the class from which the transfer is sought. Approval of the appointment 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.

9. 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 they 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 they have 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 their 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.

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

Concerted Activities

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

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 Union or any member of the bargaining unit, the Union, through its officers, shall immediately declare in writing and publicize that such work stoppage is illegal and unauthorized, and further direct its members in writing to cease the said conduct and resume work. Copies of such written notice shall be served upon the County. If, in the event of any work stoppage, the Union promptly and in good faith performs the obligations of this paragraph, providing the Union has not otherwise authorized, permitted, or

encouraged such work stoppage, the Union shall not be liable for any damages caused by the violation of this provision. However, the County 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 County 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 Policy and California law.

Personnel Files

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

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

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

Effect of Prior Memorandums of Understanding

This Memorandum of Understanding shall supersede all prior agreements and Memorandums of Agreement or Understanding, contrary salary, 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.

Severability

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

Term

This Memorandum of Understanding will be effective May 17, 2022 through September 27, 2025.

Date: _____

County of Siskiyou

Angela Davis
County Administrative Officer

Michael W. Jarvis,
Liebert Cassidy Whitmore

Melissa Cummins
Melissa Cummins
Deputy County Administrator
Personnel and Risk Management Officer

Date: 05.05.2022

Operating Engineers Local Union No. 3

Art Frolli
Business Representative

Garrett Richardson

Roger Towne

Todd Egeline

Jim Cooley

Kyle Kallstrom

Cameron Hagerman

Bernie Collier

Appendix "A" Recognition

Aggregate Production Supervisor
Assistant Road Maintenance Supervisor
Assistant Stores Manager
Automotive Mechanic
Automotive Service Manager
Bridge Maintenance Specialist
Bridge Maintenance Supervisor
Bridge Maintenance Worker
Communications Technician
Equipment Service Worker
General Services Technician
Heavy Equipment Mechanic
Road Maintenance Aide
Road Maintenance Supervisor
Road Maintenance Worker I
Road Maintenance Worker II
Road Maintenance Worker III
Senior Heavy Equipment Mechanic
Senior Telecommunications Technician
Stores Manager
Traffic Sign and Painting Specialist
Transportation Services Worker

Appendix “B” Salary Schedule

Salary Schedule through June 11, 2022

Range	Step1	Step2	Step3	Step4	Step5	Step6
TO026	\$16.220	\$17.030	\$17.880	\$18.790	\$19.720	\$20.210
TO030	\$17.880	\$18.790	\$19.720	\$20.690	\$21.760	\$22.300
TO032	\$18.790	\$19.720	\$20.690	\$21.760	\$22.780	\$23.350
TO034	\$19.630	\$20.590	\$21.660	\$22.680	\$23.870	\$24.450
TO036	\$20.590	\$21.660	\$22.680	\$23.870	\$25.050	\$25.680
TO037	\$21.130	\$22.200	\$23.280	\$24.410	\$25.650	\$26.270
TO038	\$21.660	\$22.680	\$23.870	\$25.050	\$26.300	\$26.940
TO039	\$22.200	\$23.280	\$24.410	\$25.650	\$26.940	\$27.610
TO040	\$22.330	\$23.510	\$24.680	\$25.910	\$27.200	\$27.880
TO041	\$22.930	\$24.050	\$25.270	\$26.540	\$27.870	\$28.560
TO042	\$23.510	\$24.680	\$25.910	\$27.200	\$28.580	\$29.290
TO043	\$24.050	\$25.270	\$26.540	\$27.870	\$29.250	\$29.990
TO045	\$25.270	\$26.540	\$27.870	\$29.250	\$30.710	\$31.500
TO046	\$25.910	\$27.200	\$28.580	\$30.020	\$31.520	\$32.280
TO049	\$27.870	\$29.250	\$30.710	\$32.270	\$33.860	\$34.700

Salary Schedule Effective June 12, 2022

Range	Step1	Step2	Step3	Step4	Step5	Step6	Step7
TO012	\$16.736	\$17.573	\$18.452	\$19.375	\$20.344	\$20.853	\$21.374
TO022	\$18.486	\$19.410	\$20.381	\$21.400	\$22.470	\$23.032	\$23.608
TO027	\$19.429	\$20.400	\$21.420	\$22.491	\$23.616	\$24.206	\$24.811
TO032	\$20.419	\$21.440	\$22.512	\$23.638	\$24.820	\$25.441	\$26.077
TO036	\$21.247	\$22.309	\$23.424	\$24.595	\$25.825	\$26.471	\$27.133
TO039	\$21.891	\$22.986	\$24.135	\$25.342	\$26.609	\$27.274	\$27.956
TO041	\$22.331	\$23.448	\$24.620	\$25.851	\$27.144	\$27.823	\$28.519
TO045	\$23.238	\$24.400	\$25.620	\$26.901	\$28.246	\$28.952	\$29.676
TO047	\$23.705	\$24.890	\$26.135	\$27.442	\$28.814	\$29.534	\$30.272
TO050	\$24.423	\$25.644	\$26.926	\$28.272	\$29.686	\$30.428	\$31.189
TO053	\$25.163	\$26.421	\$27.742	\$29.129	\$30.585	\$31.350	\$32.134
TO057	\$26.185	\$27.494	\$28.869	\$30.312	\$31.828	\$32.624	\$33.440
TO059	\$26.711	\$28.047	\$29.449	\$30.921	\$32.467	\$33.279	\$34.111
TO067	\$28.924	\$30.370	\$31.889	\$33.483	\$35.157	\$36.036	\$36.937
TO069	\$29.505	\$30.980	\$32.529	\$34.155	\$35.863	\$36.760	\$37.679

Salary Schedule Effective June 11, 2023

Range	Step1	Step2	Step3	Step4	Step5	Step6	Step7
TO012	\$17.238	\$18.100	\$19.005	\$19.955	\$20.953	\$21.477	\$22.014
TO022	\$19.042	\$19.994	\$20.994	\$22.044	\$23.146	\$23.725	\$24.318
TO027	\$20.012	\$21.013	\$22.064	\$23.167	\$24.325	\$24.933	\$25.556
TO032	\$21.032	\$22.084	\$23.188	\$24.347	\$25.564	\$26.203	\$26.858
TO036	\$21.886	\$22.980	\$24.129	\$25.335	\$26.602	\$27.267	\$27.949
TO039	\$22.549	\$23.676	\$24.860	\$26.103	\$27.408	\$28.093	\$28.795
TO041	\$23.002	\$24.152	\$25.360	\$26.628	\$27.959	\$28.658	\$29.374
TO045	\$23.936	\$25.133	\$26.390	\$27.710	\$29.096	\$29.823	\$30.569
TO047	\$24.417	\$25.638	\$26.920	\$28.266	\$29.679	\$30.421	\$31.182
TO050	\$25.157	\$26.415	\$27.736	\$29.123	\$30.579	\$31.343	\$32.127
TO053	\$25.920	\$27.216	\$28.577	\$30.006	\$31.506	\$32.294	\$33.101
TO057	\$26.972	\$28.321	\$29.737	\$31.224	\$32.785	\$33.605	\$34.445
TO059	\$27.514	\$28.890	\$30.335	\$31.852	\$33.445	\$34.281	\$35.138
TO067	\$29.793	\$31.283	\$32.847	\$34.489	\$36.213	\$37.118	\$38.046
TO069	\$30.392	\$31.912	\$33.508	\$35.183	\$36.942	\$37.866	\$38.813

Salary Schedule Effective June 9, 2024

Range	Step1	Step2	Step3	Step4	Step5	Step6	Step7
TO012	\$17.582	\$18.461	\$19.384	\$20.353	\$21.371	\$21.905	\$22.453
TO022	\$19.422	\$20.393	\$21.413	\$22.484	\$23.608	\$24.198	\$24.803
TO027	\$20.412	\$21.433	\$22.505	\$23.630	\$24.812	\$25.432	\$26.068
TO032	\$21.452	\$22.525	\$23.651	\$24.834	\$26.076	\$26.728	\$27.396
TO036	\$22.324	\$23.440	\$24.612	\$25.843	\$27.135	\$27.813	\$28.508
TO039	\$23.000	\$24.150	\$25.358	\$26.626	\$27.957	\$28.656	\$29.372
TO041	\$23.462	\$24.635	\$25.867	\$27.160	\$28.518	\$29.231	\$29.962
TO045	\$24.415	\$25.636	\$26.918	\$28.264	\$29.677	\$30.419	\$31.179
TO047	\$24.906	\$26.151	\$27.459	\$28.832	\$30.274	\$31.031	\$31.807
TO050	\$25.661	\$26.944	\$28.291	\$29.706	\$31.191	\$31.971	\$32.770
TO053	\$26.439	\$27.761	\$29.149	\$30.606	\$32.136	\$32.939	\$33.762
TO057	\$27.512	\$28.888	\$30.332	\$31.849	\$33.441	\$34.277	\$35.134
TO059	\$28.065	\$29.468	\$30.941	\$32.488	\$34.112	\$34.965	\$35.839
TO067	\$30.390	\$31.910	\$33.506	\$35.181	\$36.940	\$37.864	\$38.811
TO069	\$31.001	\$32.551	\$34.179	\$35.888	\$37.682	\$38.624	\$39.590

Salary Schedule Effective June 8, 2025

Range	Step1	Step2	Step3	Step4	Step5	Step6	Step7
TO012	\$17.934	\$18.831	\$19.773	\$20.762	\$21.800	\$22.345	\$22.904
TO022	\$19.809	\$20.799	\$21.839	\$22.931	\$24.078	\$24.680	\$25.297
TO027	\$20.819	\$21.860	\$22.953	\$24.101	\$25.306	\$25.939	\$26.587
TO032	\$21.880	\$22.974	\$24.123	\$25.329	\$26.595	\$27.260	\$27.942
TO036	\$22.768	\$23.906	\$25.101	\$26.356	\$27.674	\$28.366	\$29.075
TO039	\$23.458	\$24.631	\$25.863	\$27.156	\$28.514	\$29.227	\$29.958
TO041	\$23.930	\$25.127	\$26.383	\$27.702	\$29.087	\$29.814	\$30.559
TO045	\$24.902	\$26.147	\$27.454	\$28.827	\$30.268	\$31.025	\$31.801
TO047	\$25.403	\$26.673	\$28.007	\$29.407	\$30.877	\$31.649	\$32.440
TO050	\$26.173	\$27.482	\$28.856	\$30.299	\$31.814	\$32.609	\$33.424
TO053	\$26.966	\$28.314	\$29.730	\$31.217	\$32.778	\$33.597	\$34.437
TO057	\$28.061	\$29.464	\$30.937	\$32.484	\$34.108	\$34.961	\$35.835
TO059	\$28.625	\$30.056	\$31.559	\$33.137	\$34.794	\$35.664	\$36.556
TO067	\$30.997	\$32.547	\$34.174	\$35.883	\$37.677	\$38.619	\$39.584
TO069	\$31.620	\$33.201	\$34.861	\$36.604	\$38.434	\$39.395	\$40.380