

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**COUNTY OF SISKIYOU**

**AND**

**ORGANIZED EMPLOYEES OF SISKIYOU COUNTY –  
PROFESSIONAL UNIT**



**October 2, 2022 – February 5, 2024**

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## Preamble

This agreement between the County of Siskiyou (County) and the Organized Employees of Siskiyou County (OESC) – Professional Unit, has as its purpose the promotion of harmonious labor relations between the County and OESC, and the establishment of rates of pay, hours of work, and other conditions of employment.

## Article 1 - Recognition

The County recognizes OESC as the sole and exclusive representative for regular employees in the classifications in Appendix “A” Recognition as amended.

## Article 2 - 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/non-membership, political affiliation, or military and veteran status or any other basis protected by law.

## Article 3 - Association Rights

### 3.1. Association Payroll Deduction

Upon certification from OESC that an employee has signed an authorization for the deduction of dues, the County shall make payroll deductions in an amount determined by OESC. The County shall promptly remit deductions to OESC with a list of dues-paying members. The County may transmit payment to OESC through Electronic Funds Transfers (EFT). Employee requests to cancel membership dues deductions must be directed to OESC. Upon notification from OESC that an employee has canceled membership, the County shall promptly cease dues deductions from the employee’s paycheck. The County may only request a copy of a dues authorization card in the event of a dispute. OESC 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).

### 3.2. Employee Lists

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

### 3.3. Employee Orientation

Employees are allowed thirty (30) minutes to attend an Association orientation scheduled by OESC within sixty (60) days of hire. The employee must notify their supervisor reasonably in advance to secure this paid release time. Such time shall not be unreasonably denied.

### 3.4. Notice of Meet and Confer

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

### 3.5. 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.

## Article 4 - County Rights

The rights of the County include, but are not limited to, the exclusive right to determine the mission of its constituent departments, commissions, and boards; set standards of service; determine the procedures and standards of selection for employment and promotion; direct employees; take disciplinary action; relieve 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.

### 4.1. Volunteers/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 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.

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 Association.

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

## Article 5 - Wages

### 5.1. Salary Schedule

The salary schedule consists of six (6) steps, with five percent (5.0%) between steps one (1) through five (5), and two and a half percent (2.5%) between steps five (5) and six (6). The salary schedules are attached as Appendix "B" Salary Schedule.

Effective December 24, 2023, the salary schedule will consist of seven (7) steps, with 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.

### 5.2. Step Advancement

Employees 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."

### 5.3. Work Periods

The standard work period is a seven (7) day period beginning on Sunday at 12:01 a.m. and continuing to Saturday at 12:00 a.m. (midnight).

### 5.4. Salary Increases

Effective October 2, 2022, the following range adjustments shall be made:

Agriculture & Standards Inspector I	RO033	Behavioral Health Nurse II	RO073
Agriculture & Standards Inspector II	RO042	Behavioral Health Quality Assurance Manager	RG093
Alcohol and Drug Administrator	RG096	Building Plans Examiner	RG064
Appraiser	RG033	Chief Building Inspector	RG064
Associate Civil Engineer	RG081	Chief Deputy District Attorney	RG118
Attorney I	RG066	Clinical Services Site Supervisor	RG088
Attorney II	RG081	Communications Officer	RG069
Attorney III	RG096	Consumer Project Unit Manager	RG071
Attorney IV	RG113	Correctional Licensed Vocational Nurse	RO069
Behavioral Health Clinician II	RG059	Correctional Registered Nurse	RO096
Behavioral Health Clinician III (Licensed)	RG069	County Surveyor/Civil Engineer Assistant	RG078
Behavioral Health Clinician IV	RG073	Deputy Agriculture Commissioner/Sealer	RO056
Behavioral Health Nurse I / Psych Tech	RO056		

Deputy Public Guardian/Conservator/Assistant Public Administrator	RO045	Senior Civil Engineer	RG093
Engineering & Land Development Manager	RG093	Senior Deputy Agriculture Commissioner/Sealer	RO064
Environmental Health Specialist I	RG047	Senior Environmental Health Specialist	RG066
Environmental Health Specialist II	RG061	Senior Planner	RO083
Geographic Information Systems Coordinator	RO071	Senior Public Health Nurse	RG088
Land Use Unit Manager	RG071	Senior Specialist Appraiser	RG056
Licensed Vocational Nurse	RO056	Social Worker IV	RO060
Nurse Case Assistant	RO056	Staff Psychologist I	RG069
Program Manager	RG078	Staff Psychologist II	RG078
Project Coordinator	RG076	Supervising Correctional Nurse	RG100
Public Health Officer	RG203	Supervising Public Health Nurse	RG093
Public Health Registered Nurse	RO064	Waste Management Unit Manager	RG071
Public Health Registered Nurse (PHN)	RG073		
Senior Appraiser	RG047		

Effective October 1, 2023, all classifications shall receive a four percent (4.0%) salary increase.

#### 5.5. Overtime for Non-Exempt Employees

Hours worked in excess of forty (40) hours per workweek will be considered overtime for non-exempt employees. Overtime will be paid at one and one-half (1.5) times the employee's regular rate of pay. Employees may elect with approval of management to receive Compensatory Time Off (CTO) rather than payment. Employees may accrue a maximum of one hundred (100) hours of CTO. Agriculture and Standards Inspectors I & II, Deputy Agriculture Commissioner/Sealers, and Senior Deputy Agriculture Commissioner/Sealers who are assigned to Tulelake/Butte Valley area may, pursuant to the Fair Labor Standards Act, accrue a maximum of two hundred and forty (240) hours of CTO. On the final paycheck in December all CTO hours in excess of one hundred (100) hours shall be paid to the employee. CTO may be taken by an employee upon the reasonable advance request of the employee, with the approval of the department head or designee based on the needs of the department.

#### 5.6. Overtime Pay for Exempt Employees During Shelters

Employees in classifications exempt from overtime compensation will receive overtime when assigned to work an after-hours shelter as follows: Health and Human Services Agency employees assigned by their Department Head or designee to staff shelters

outside of their regular work hours. Overtime compensation shall be compensated at the rate of one and one-half times their base rate of pay for all hours worked in excess of forty (40) hours during the week. The Department Head shall determine whether the employee is to receive overtime pay or compensatory time.

#### 5.7. Overtime Pay for Exempt Employees During Emergencies

Overtime may be authorized for a "Local Emergency" only where:

- a. A local emergency has been formally declared by the Board of Supervisors and funding reimbursement is approved by the appropriate federal or state authorities; and
- b. When an employee is assigned by their supervisor to perform work in response to the Local Emergency either before or after the Local Emergency has been formally declared by the appropriate authorities.

Such overtime pay will only apply to hours worked as follows:

- a. For hours worked in response to the Local Emergency that exceed forty (40) hours during the employee's scheduled workweek; and
- b. For hours worked in response to the Local Emergency on an employee's scheduled day off.

#### 5.8. Overtime for Exempt Employees

Employees working in the Health and Human Services Agency on the Crisis Team or in Community Development will receive overtime at the rate of one and one-half (1.5) times their base rate of pay. The employee may choose to receive overtime pay or compensatory time off. Employees who are able to perform work remotely will be paid for a minimum of thirty (30) minutes at one and one-half (1.5) times their base rate of pay.

#### 5.9. Standby Pay

Employees assigned to be on standby receive fifty-five dollars (\$55.00) per standby shift. While on standby, employees will remain within fifteen (15) minutes of their residence or at a location approved by their Department Head or designee and be able to respond to duty within fifteen (15) minutes of being called to work.

#### 5.10. Callback Pay for Non-Exempt Employees

Employees called back to work and who physically return to work 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 at their overtime rate per incident or actual time worked, whichever is greater.



### 5.11. Exempt Employees

It is acknowledged that Exempt employees covered by the Memorandum of Understanding 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.

Exempt employees shall utilize accrued sick leave or other accrued leave for absences including partial day absences. Exempt employees who have no accrued benefit time and want to take a partial day absence will be docked for such time off, meaning they will not be paid for such absence. As an exception, the employee's Department Head, may authorize "exempt time", where the Department Head determines the employee worked an excessive number of hours during that quarter (three (3) month period) prior to the exempt time being authorized. This exempt time must be used within ninety (90) calendar days of the excessive hours being worked. It is anticipated that excessive work will be associated with emergencies and extenuating circumstances.

Instances where an employee is on an approved Family Medical Leave/Short-Term Disability, and the employee has exhausted their accrued leave, the employee may be placed in an unpaid status for any time not worked. This unpaid status would include any reduced work schedules or partial day absence while the employee is out on an approved Family Medical Leave/short-term disability leave.

It is the intent of the County Administrator's office to evaluate the classifications designated as exempt from overtime, and where appropriate, convert to hourly (eligible for overtime). The process will be as follows:

FLSA exempt status for all classifications in the Bargaining Unit shall be determined by the Deputy County Administrative Officer – Personnel and Risk Manager. The Deputy County Administrative Officer – Personnel and Risk Manager, as requested or necessary will review identified classifications (job duties and description) and will have the authority to change the FLSA exempt status in consultation with the respective Department Head. The Deputy County Administrative Officer – Personnel and Risk Manager will provide notice of the change to the employee and Association Representative at least thirty calendar days prior to the date the status change is effective. An employee who is changed from exempt to non-exempt will no longer receive Administrative Leave. If an employee is changed from non-exempt to exempt they will be eligible for Administrative Leave as defined in this MOU.

## Article 6 - Other Pays

### 6.1. Bilingual Pay

Employees who are routinely and consistently required to speak a language other than English, and who are able to do so fluently, receive bilingual premium in the amount of five percent (5.0%) of their base hourly rate of pay.

### 6.2. Shift Differential

Employees assigned and work a scheduled shift where at least fifty percent (50.0%) of the shift is between 4:00 pm and 6:00 am receive two and one-half percent (2.5%) of their base hourly rate of pay for the entire shift.

### 6.3. Work Out of Class

Employees assigned by their Department Head to work in a higher classification due to the extended absence (ten (10) consecutive work days) of the incumbent shall receive out of class pay in the amount of five percent (5.0%) of the employee's base rate of pay, or step one (1) of the new classification, whichever is greater.

### 6.4. Recovery Time

Employees who respond to after-hour crisis work (5150 responses at a medical facility or jail) or after-hours CPS/APS emergency, who spend three (3) hours or more, will be entitled to four (4) hours of recovery time. An employee who wishes to use recovery time must use vacation or CTO and must have approval of their supervisor in advance.

### 6.5. Professional License Fees

The County reimburses employees for County/State-required professional license fees (required to obtain state licensure) or other fees associated with obtaining or renewing state licensure.

The County reimbursement/payment shall cover license/certifications required by the County or the State. Optional or extra certifications requested to be covered may only be covered at the discretion of the Department Head in consultation with the Deputy County Administrator – Personnel and Risk Management Officer.

If an employee's state licensure or credentials require continuing education units (CEU's) to maintain an active status, the County will reimburse the employee for the cost of CEU's upon submission of proof of a passing grade.

## Article 7 - Flexibly Staffed Classifications

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

received.

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.

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.

## Article 8 - Leaves

### 8.1. Sick Leave

Employees will accrue sick leave at the rate of three and seven-tenths (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 a 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 thirty-three and one-third percent (33 1/3%) of the monetary value of their accrued and unused sick leave in excess of ninety-six (96) hours with a maximum payout of \$1,500.00.

### 8.2. 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 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, are at the vacation cap of 312 hours, will not accrue

additional vacation hours until the vacation balance is reduced to the limit allowed.

### 8.3. Holidays

The County observes the following holidays:

New Year's Day	Labor Day
Martin Luther King's Birthday	Veteran's Day
President's Day	Thanksgiving
Cesar Chavez Day	Day after Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas Day

Employees who are on a flexible schedule must use vacation or CTO to augment the normal eight (8) hour shift on a holiday or work the additional hour(s) during the same week. Employees who are required by their Department Head or designee to work an alternate work schedule will receive holiday pay for their scheduled shift.

### 8.4. Administrative Leave

Employees accrue fifty-six (56) hours of administrative leave annually on January 1. Administrative leave is prorated for permanent part-time employees. Employees may cash out up to forty (40) hours of administrative leave. Payment will be processed on the pay period following receipt of the request. Employees hired during the calendar year will receive prorated administrative leave hours with the hours being rounded to the nearest one-third (four (4) months) of the year. Administrative leave must be used in the year it is accrued or it will be forfeited on December 31.

## Article 9 - Health and Welfare

### 9.1. Health Insurance

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 November of 2022, 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 3
Employee plus family	Note 1	Note 2	Note 3

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 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.

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 3
Employee plus family	Note 1	Note 2	Note 3

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 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.

Effective plan year 2024, 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 3
Employee plus family	Note 1	Note 2	Note 3

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 Medical Benefit and the Total Benefit.

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

Effective plan year 2025, 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 3
Employee plus family	Note 1	Note 2	Note 3

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 Medical Benefit and the Total Benefit.

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

## 9.2. Vision Insurance

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

## 9.3. 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.

## 9.4. Life Insurance

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

## 9.5. Disability Insurance

The County will discontinue providing employees with short-term disability insurance at midnight on June 24, 2023.

The County will discontinue providing employees with long-term disability insurance at midnight on February 5, 2024.

## Article 10 - CalPERS Retirement

Employees hired prior to November 2, 2012, will receive the 2% at 55 miscellaneous

CalPERS formula with the one (1) year final average compensation period. These employees pay the required seven percent (7.0%) 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 three (3) year final average compensation period. These employees pay the required seven percent (7.0%) 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 three (3) year final average compensation period. These employees pay one-half of the total normal cost as determined annually by CalPERS on a pre-tax basis.

All retirement formulas have the following optional CalPERS retirement benefits:

- Sick Leave Service Credit
- Military Service Credit
- Non-Industrial Disability Standard
- Post-Retirement Death Benefits: \$500.00 Lump Sum
- 2% Retirement COLA

#### Article 11 - Miscellaneous

##### 11.1. Tuition Reimbursement

Employees will be reimbursed for the cost of books and tuition for pre-approved classes, courses, seminars, and conferences which would enhance their job skills or qualifications for promotion or transfer, up to a maximum of \$ 500.00 per fiscal year. To be eligible for reimbursement, classes must be attended outside of the employee's normal working hours.

##### 11.2. Commercial Driver's License

County reimburses employees up to \$125.00 for the costs associated with a medical exam in order to maintain a commercial driver's license or the County will pay for a medical exam for an employee to maintain a commercial license directly to the medical provider if the medical exam is conducted with a provider that has an established contract with the County.

County reimburses employees the additional costs of a Class A or B Driver's License for any classification required to maintain such commercial drivers' licenses, including any Departmental required endorsements, such as Hazardous Materials, etc., and for other classifications as determined by the Department Head to need such license or endorsement.

### 11.3. Blood Bank Donations

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

#### Article 12 - Deferred Compensation

The County contributes seventy dollars (\$70.00) per pay period to the employee's designated deferred compensation program.

The County matches fifty dollars (\$50.00) per pay period to the employee's designated deferred compensation program.

#### Article 13 - Grievance Procedure

The purpose of these procedures is to afford employees simple means of obtaining consideration of their grievance 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 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.

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.

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

a. Step 1: Immediate Supervisor

Employees believing they have a grievance, before filing the same in writing, shall discuss their grievance with the immediate supervisor in an attempt to resolve the matter as simply and informally as possible. Said grievance must be discussed with the immediate supervisor within fifteen (15) calendar days of the situation giving rise to the grievance or from the date the employee should reasonably have expected to know of the situation giving rise to the grievance.

If the grievance has not been resolved at the immediate supervisor level within fifteen (15) calendar days after the discussion, the grievance may be submitted to the next management level.

b. Step 2: Department Head

If the grievance is not resolved under Step 1, it may be submitted to the appointing Department Head. The grievance shall be submitted within fifteen (15) calendar days



after the verbal decision of Step 1. Within seven (7) calendar days after submission, the employee shall meet with the Department Head or designee, and within fifteen (15) calendar days after said meeting a written decision shall be delivered to the employee.

c. Step 3: County Grievance Panel

If the grievance is not resolved under Step 2, it may be submitted to a County Mediation Panel within fifteen (15) calendar days of the employee's receipt of the above decision. The panel will consist of the County Administrator or designee and the Deputy County Administrator – Personnel and Risk Manager or designee and two (2) representatives from OESC. Within fifteen (15) calendar days after submission, the employee shall meet with the Mediation Panel and within seven (7) calendar days after said meeting a written recommendation shall be delivered to the Deputy County Administrator – Personnel and Risk Manager. The Deputy County Administrator – Personnel and Risk Manager shall provide the employee and the appointing authority a written decision within seven (7) calendar days after receiving the Panel's recommendation.

d. Step 4: State Mediation

If the grievance is not resolved under Step 3, it shall be submitted to Personnel. Within seven (7) calendar days after receipt the Deputy County Administrator – Personnel and Risk Manager shall contact the State Mediation and Conciliation Service and a mediation date will be scheduled at the soonest possible date.

e. Step 5: Board of Supervisors

If the grievance 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 fifteen (15) calendar 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 appeal within fifteen (15) calendar days. As soon as practicable thereafter, the Board of Supervisors shall hear the grievance in accordance with the rules for hearing established by the Board and make a written decision which shall be binding on all parties involved.

If an employee does not appeal the decision rendered regarding the grievance within the time limits, the grievance shall be considered resolved.

If a County representative does not render a decision to the employee within the time limitations, the employee may, within seven (7) calendar days thereafter, appeal to the next step in the procedure.

If the management representative does not feel they have the authority to resolve the grievance, the grievance may be referred to the next step in the procedure.

The Deputy County Administrator – Personnel and Risk Management Officer may

temporarily suspend the grievance processing on a unit, division, department, or county-wide basis in an emergency situation. If OESC has a grievance suspended, OESC may appeal to the Board of Supervisors.

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

A grievance resolved at any step of the grievance procedure shall be final and binding on the County and the grievant.

A grievance may be withdrawn by the grievant at any time, in writing, without prejudice.

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

This provision supersedes the grievance section in the Employer-Employee relations policy.

## Article 14 - Layoffs

### 14.1. Grounds for Layoff

Employee(s) may be laid off when the position is no longer necessary, for reasons of economy, lack of work, lack of funds, if the position can be consolidated with another position, or for such reason(s) that the County deems sufficient for abolishing the position(s).

### 14.2. Layoff Procedure

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

### 14.3. Recall Procedure

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

## Article 15 - Concerted Activities

OESC 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 Memorandum of Understanding. In the event of any such work stoppage by any employee, 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 OESC or any employee, OESC 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 OESC promptly and in good faith performs the obligations of this paragraph, providing the Association has not otherwise authorized, permitted or encouraged such work stoppage, the Association shall not be liable for any damages caused by the violation of this provision. However, the 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 policies and California law.

## Article 16 - 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 a 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 employee's personnel file without the employee first receiving a copy of the document and the opportunity to read and sign the document except the document may be entered into the file if the employee refuses to sign the document, which shall be so noted.

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

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

### Article 17 - Employee Performance Evaluations

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

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.

Other performance evaluations may be required under special circumstances.

### Article 18 - Probationary Period

New employees will serve a one (1) year probationary period. Employees who promote within their classification series will serve a six (6) month probationary period. Employees who promote or transfer out of their classification series will serve a one (1) year probationary period.

### Article 19 - Mediation and Appeal of Disciplinary Matters

An employee may submit a disciplinary appeal to a voluntary, non-binding, advisory mediation step, utilizing the State Mediation and Conciliation Service, prior to submission to the Board of Supervisors. The initial appeal of disciplinary action is a 15-day appeal deadline.

### Article 20 - Effect of Prior Memorandums of Understanding

This Memorandum of Understanding supersedes and replaces all prior Memorandums of Understanding, side letters, personnel resolutions, oral or written, expressed or implied, between the parties, and shall govern the entire relationship and shall be the sole source of any and all rights.

### Article 21 - Severability

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


### Article 22 - Term

This Memorandum of Understanding shall be effective from October 2, 2022, in effect through midnight of February 5, 2024.

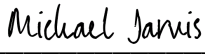
SIGNATURES ON NEXT PAGE

Date: 8/29/2022 \_\_\_\_\_

County of Siskiyou

DocuSigned by:  


F2688EA8968C43D...  
Angela Davis  
County Administrative Officer

DocuSigned by:  


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Michael W. Jarvis  
Liebert Cassidy Whitmore

DocuSigned by:  


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Melissa Cummins  
Deputy County Administrator  
Personnel and Risk Management Officer

Date: 8/27/2022 \_\_\_\_\_

OESC

DocuSigned by:  


ABE8AA21CB9D462...  
Christine Gannon  
President

DocuSigned by:  


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Matt Rokes  
Goyette, Ruano & Thompson, Inc.

## Appendix "A" Recognition

Agriculture & Standards Inspector I	Engineering & Land Development Manager
Agriculture & Standards Inspector II	Environmental Health Specialist I
Alcohol and Drug Administrator	Environmental Health Specialist II
Appraiser	Geographic Information Systems Coordinator
Associate Civil Engineer	Land Use Unit Manager
Attorney I	Licensed Vocational Nurse
Attorney II	Nurse Case Assistant
Attorney III	Program Manager
Attorney IV	Project Coordinator
Behavioral Health Clinician II	Public Health Officer
Behavioral Health Clinician III (licensed)	Public Health Registered Nurse
Behavioral Health Clinician IV	Public Health Registered Nurse (PHN)
Behavioral Health Nurse I/Psych Tech	Senior Appraiser
Behavioral Health Nurse II	Senior Civil Engineer
Behavioral Health Quality Assurance Manager	Senior Deputy Agriculture Commissioner/Sealer
Building Plans Examiner	Senior Environmental Health Specialist
Chief Building Inspector	Senior Planner
Chief Deputy District Attorney	Senior Public Health Nurse
Clinical Services Site Supervisor	Senior Specialist Appraiser
Communications Officer	Social Worker IV
Consumer Project Unit Manager	Staff Psychologist I
Correctional Licensed Vocational Nurse	Staff Psychologist II
Correctional Registered Nurse	Supervising Correctional Nurse
County Surveyor/Civil Engineer Assistant	Supervising Public Health Nurse
Deputy Agriculture Commissioner/Sealer	Waste Management Unit Manager
Deputy Public Guardian/Conservator/Assistant Public Administrator	

## Appendix "B"

## Salary Schedule – Through October 1, 2022 – Professional Hourly

Professional - Exempt Ranges						
Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
RG042	\$ 19.983	\$ 20.982	\$ 22.031	\$ 23.133	\$ 24.290	\$ 24.897
RG048	\$ 22.794	\$ 23.933	\$ 25.130	\$ 26.386	\$ 27.706	\$ 28.399
RG052	\$ 25.130	\$ 26.386	\$ 27.706	\$ 29.091	\$ 30.545	\$ 31.309
RG053	\$ 25.743	\$ 27.030	\$ 28.381	\$ 29.800	\$ 31.291	\$ 32.073
RG054	\$ 26.386	\$ 27.706	\$ 29.091	\$ 30.545	\$ 32.073	\$ 32.875
RG055	\$ 27.030	\$ 28.381	\$ 29.800	\$ 31.291	\$ 32.855	\$ 33.676
RG056	\$ 27.706	\$ 29.091	\$ 30.545	\$ 32.073	\$ 33.676	\$ 34.518
RG057	\$ 28.381	\$ 29.800	\$ 31.291	\$ 32.855	\$ 34.498	\$ 35.361
RG058	\$ 29.091	\$ 30.545	\$ 32.073	\$ 33.676	\$ 35.360	\$ 36.244
RG059	\$ 29.800	\$ 31.291	\$ 32.855	\$ 34.498	\$ 36.223	\$ 37.129
RG060	\$ 30.545	\$ 32.073	\$ 33.676	\$ 35.360	\$ 37.129	\$ 38.057
RG061	\$ 31.291	\$ 32.855	\$ 34.498	\$ 36.223	\$ 38.034	\$ 38.985
RG062	\$ 32.073	\$ 33.676	\$ 35.360	\$ 37.129	\$ 38.985	\$ 39.960
RG065	\$ 34.498	\$ 36.223	\$ 38.034	\$ 39.935	\$ 41.933	\$ 42.981
RG067	\$ 36.223	\$ 38.034	\$ 39.935	\$ 41.933	\$ 44.029	\$ 45.130
RG068	\$ 37.129	\$ 38.985	\$ 40.934	\$ 42.981	\$ 45.130	\$ 46.258
RG070	\$ 38.985	\$ 40.934	\$ 42.981	\$ 45.130	\$ 47.386	\$ 48.571
RG075	\$ 44.029	\$ 46.231	\$ 48.542	\$ 50.969	\$ 53.517	\$ 54.855
RG077	\$ 46.258	\$ 48.571	\$ 51.000	\$ 53.550	\$ 56.227	\$ 57.633
RG112	\$ 108.515	\$ 113.940	\$ 119.637	\$ 125.619	\$ 131.900	\$ 135.198
Professional - Hourly Ranges						
Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
RO042	\$ 19.980	\$ 20.990	\$ 22.040	\$ 23.150	\$ 24.310	\$ 24.910
RO046	\$ 21.720	\$ 22.810	\$ 23.940	\$ 25.140	\$ 26.390	\$ 27.060
RO052	\$ 25.130	\$ 26.390	\$ 27.710	\$ 29.090	\$ 30.550	\$ 31.310
RO055	\$ 27.040	\$ 28.390	\$ 29.800	\$ 31.300	\$ 32.860	\$ 33.680
RO057	\$ 28.380	\$ 29.790	\$ 31.290	\$ 32.850	\$ 34.510	\$ 35.360
RO058	\$ 29.080	\$ 30.550	\$ 32.070	\$ 33.670	\$ 35.360	\$ 36.240
RO059	\$ 29.790	\$ 31.290	\$ 32.850	\$ 34.510	\$ 36.230	\$ 37.130
RO063	\$ 32.850	\$ 34.510	\$ 36.220	\$ 38.040	\$ 39.930	\$ 40.930
RO068	\$ 37.130	\$ 38.980	\$ 40.930	\$ 42.980	\$ 45.120	\$ 46.260
RO144	\$ 22.520	\$ 23.650	\$ 24.840	\$ 26.070	\$ 27.410	\$ 28.090
RO150	\$ 26.120	\$ 27.420	\$ 28.790	\$ 30.230	\$ 31.730	\$ 32.530

## Salary Schedule – Effective October 2, 2022

Range RO/RG	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
033	\$20.624	\$21.655	\$22.738	\$23.875	\$25.069	\$25.695
042	\$22.556	\$23.684	\$24.868	\$26.112	\$27.417	\$28.103
045	\$23.240	\$24.402	\$25.622	\$26.903	\$28.248	\$28.954
047	\$23.707	\$24.892	\$26.137	\$27.444	\$28.816	\$29.536
056	\$25.928	\$27.224	\$28.585	\$30.015	\$31.515	\$32.303
059	\$26.714	\$28.049	\$29.452	\$30.924	\$32.470	\$33.282
060	\$26.981	\$28.330	\$29.746	\$31.233	\$32.795	\$33.615
061	\$27.250	\$28.613	\$30.044	\$31.546	\$33.123	\$33.951
064	\$28.076	\$29.480	\$30.954	\$32.502	\$34.127	\$34.980
066	\$28.640	\$30.073	\$31.576	\$33.155	\$34.813	\$35.683
068	\$29.216	\$30.677	\$32.211	\$33.821	\$35.512	\$36.400
071	\$30.101	\$31.607	\$33.187	\$34.846	\$36.589	\$37.503
073	\$30.706	\$32.242	\$33.854	\$35.547	\$37.324	\$38.257
076	\$31.637	\$33.219	\$34.880	\$36.624	\$38.455	\$39.416
078	\$32.273	\$33.886	\$35.581	\$37.360	\$39.228	\$40.209
081	\$33.251	\$34.913	\$36.659	\$38.492	\$40.416	\$41.427
083	\$33.919	\$35.615	\$37.396	\$39.266	\$41.229	\$42.260
088	\$35.649	\$37.432	\$39.303	\$41.268	\$43.332	\$44.415
093	\$37.468	\$39.341	\$41.308	\$43.374	\$45.542	\$46.681
096	\$38.603	\$40.533	\$42.560	\$44.688	\$46.922	\$48.095
100	\$40.171	\$42.179	\$44.288	\$46.502	\$48.827	\$50.048
113	\$45.718	\$48.004	\$50.404	\$52.924	\$55.570	\$56.960
118	\$48.050	\$50.452	\$52.975	\$55.624	\$58.405	\$59.865
203	\$111.946	\$117.543	\$123.421	\$129.592	\$136.071	\$139.473



## Salary Schedule – Effective October 1, 2023

Range RO/RG	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
033	\$21.449	\$22.522	\$23.648	\$24.830	\$26.071	\$26.723
042	\$23.459	\$24.631	\$25.863	\$27.156	\$28.514	\$29.227
045	\$24.169	\$25.378	\$26.647	\$27.979	\$29.378	\$30.112
047	\$24.655	\$25.888	\$27.182	\$28.541	\$29.968	\$30.718
056	\$26.965	\$28.313	\$29.729	\$31.215	\$32.776	\$33.596
059	\$27.782	\$29.171	\$30.630	\$32.161	\$33.769	\$34.613
060	\$28.060	\$29.463	\$30.936	\$32.483	\$34.107	\$34.960
061	\$28.340	\$29.757	\$31.245	\$32.808	\$34.448	\$35.309
064	\$29.199	\$30.659	\$32.192	\$33.802	\$35.492	\$36.379
066	\$29.786	\$31.275	\$32.839	\$34.481	\$36.205	\$37.110
068	\$30.385	\$31.904	\$33.499	\$35.174	\$36.933	\$37.856
071	\$31.306	\$32.871	\$34.514	\$36.240	\$38.052	\$39.003
073	\$31.935	\$33.531	\$35.208	\$36.968	\$38.817	\$39.787
076	\$32.902	\$34.548	\$36.275	\$38.089	\$39.993	\$40.993
078	\$33.564	\$35.242	\$37.004	\$38.854	\$40.797	\$41.817
081	\$34.581	\$36.310	\$38.125	\$40.032	\$42.033	\$43.084
083	\$35.276	\$37.040	\$38.892	\$40.836	\$42.878	\$43.950
088	\$37.075	\$38.929	\$40.875	\$42.919	\$45.065	\$46.192
093	\$38.966	\$40.915	\$42.961	\$45.109	\$47.364	\$48.548
096	\$40.147	\$42.155	\$44.262	\$46.475	\$48.799	\$50.019
100	\$41.777	\$43.866	\$46.059	\$48.362	\$50.781	\$52.050
113	\$47.546	\$49.924	\$52.420	\$55.041	\$57.793	\$59.238
118	\$49.972	\$52.470	\$55.094	\$57.849	\$60.741	\$62.260
203	\$116.424	\$122.245	\$128.357	\$134.775	\$141.514	\$145.052

## Salary Schedule – Effective December 24, 2023

Range RO/RG	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
033	\$21.449	\$22.522	\$23.648	\$24.830	\$26.071	\$26.723	\$27.391
042	\$23.459	\$24.631	\$25.863	\$27.156	\$28.514	\$29.227	\$29.958
045	\$24.169	\$25.378	\$26.647	\$27.979	\$29.378	\$30.112	\$30.865
047	\$24.655	\$25.888	\$27.182	\$28.541	\$29.968	\$30.718	\$31.486
056	\$26.965	\$28.313	\$29.729	\$31.215	\$32.776	\$33.596	\$34.435
059	\$27.782	\$29.171	\$30.630	\$32.161	\$33.769	\$34.613	\$35.479
060	\$28.060	\$29.463	\$30.936	\$32.483	\$34.107	\$34.960	\$35.834
061	\$28.340	\$29.757	\$31.245	\$32.808	\$34.448	\$35.309	\$36.192
064	\$29.199	\$30.659	\$32.192	\$33.802	\$35.492	\$36.379	\$37.289
066	\$29.786	\$31.275	\$32.839	\$34.481	\$36.205	\$37.110	\$38.038
068	\$30.385	\$31.904	\$33.499	\$35.174	\$36.933	\$37.856	\$38.803
071	\$31.306	\$32.871	\$34.514	\$36.240	\$38.052	\$39.003	\$39.978
073	\$31.935	\$33.531	\$35.208	\$36.968	\$38.817	\$39.787	\$40.782
076	\$32.902	\$34.548	\$36.275	\$38.089	\$39.993	\$40.993	\$42.018
078	\$33.564	\$35.242	\$37.004	\$38.854	\$40.797	\$41.817	\$42.862
081	\$34.581	\$36.310	\$38.125	\$40.032	\$42.033	\$43.084	\$44.161
083	\$35.276	\$37.040	\$38.892	\$40.836	\$42.878	\$43.950	\$45.049
088	\$37.075	\$38.929	\$40.875	\$42.919	\$45.065	\$46.192	\$47.347
093	\$38.966	\$40.915	\$42.961	\$45.109	\$47.364	\$48.548	\$49.762
096	\$40.147	\$42.155	\$44.262	\$46.475	\$48.799	\$50.019	\$51.270
100	\$41.777	\$43.866	\$46.059	\$48.362	\$50.781	\$52.050	\$53.351
113	\$47.546	\$49.924	\$52.420	\$55.041	\$57.793	\$59.238	\$60.719
118	\$49.972	\$52.470	\$55.094	\$57.849	\$60.741	\$62.260	\$63.816
203	\$116.424	\$122.245	\$128.357	\$134.775	\$141.514	\$145.052	\$148.678