

MEMORANDUM OF UNDERSTANDING

BETWEEN

COUNTY OF SISKIYOU

AND

ORGANIZED EMPLOYEES OF SISKIYOU COUNTY –
PROFESSIONAL UNIT



~~January 21, 2024~~ April 26XX, 2026 – December ~~3026~~,
20262029

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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 - Association Rights

2.1. Association Payroll Deduction

Upon certification from OESC that an employee has signed an authorization for the deduction of dues, the County makes payroll deductions in an amount determined by OESC. The County will 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 will 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 must hold the County harmless from any and all claims and will indemnify it against any unreasonable costs in implementing these provisions, and will 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).

2.2. 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 may 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.

2.3. Employee Orientation

Employees who are not scheduled to attend an in-person, new employee orientation 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. The County may not unreasonably deny release time to attend a new employee orientation.

2.4. Notice of Meet and Confer

The County will 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 has fifteen (15) days to request a meet and confer.

2.5. Bulletin Boards

OESC may use available bulletin board space for communications concerning official organizational business (meeting notices, etc.). Use may not interfere with the needs of the department.

Posted notices are subject to County approval (not prior), must have clearly indicated removal dates, may not contain any inflammatory or derogatory statements, and may not violate any County Policies.

Article 3 - ~~County Rights~~Contracting Out

~~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.~~

3.1. Volunteers/Contracting Out

The County uses 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 contracted out 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 4 - Wages

4.1. Salary Schedule

The salary schedule will consist of seven (7) steps, with five percent (5.0%) between each step one (1) through five (5), and two and a half percent (2.5%) between each step five

(5) through seven (7).

4.2. 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.”

4.3. 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).

4.4. ~~Salary-Wage~~ Increases

Effective December 20, 2026, all classifications will receive a three percent (3.0%) wage increase.

Effective December 19, 2027, all classifications will receive a three percent (3.0%) wage increase.

Effective December 17, 2028, all classifications will receive a three percent (3.0%) wage increase.

~~Effective December 29, 2024, all classifications will receive a five percent (5.0%) increase.~~

~~Effective December 28, 2025, all classifications will receive a four percent (4.0%) increase.~~

4.5. Overtime for Non-Exempt Employees

Hours worked in excess of forty (40) hours per work period 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 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 CTO hours in excess of one hundred (100) hours will be paid to the employee at their current regular rate of pay. 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.~~

4.6. Compensatory Time Off

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 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 CTO hours in excess of one hundred (100) hours will be paid to the employee at their current regular rate of pay. CTO may be taken by an employee upon the reasonable advance request of the employee, with the approval of the department head or designee.

Effective September 27, 2026, employees may elect to receive Compensatory Time Off (CTO) rather than payment for overtime. Employees may accrue a maximum of fifty (50) hours of CTO. Employees in the classifications of Agriculture and Standards Inspectors I & II, Deputy Agriculture Commissioner/Sealers, and Senior Deputy Agriculture Commissioner/Sealers, pursuant to the Fair Labor Standards Act, may accrue a maximum of one hundred and twenty (120) hours of CTO. On the final paycheck in December all CTO hours in excess of one hundred (100) hours will be paid to the employee

Effective September 26, 2027, employees may elect to receive Compensatory Time Off (CTO) rather than payment for overtime. Employees may accrue a maximum of twenty-five (25) hours of CTO. Employees in the classifications of Agriculture and Standards Inspectors I & II, Deputy Agriculture Commissioner/Sealers, and Senior Deputy Agriculture Commissioner/Sealers, pursuant to the Fair Labor Standards Act, may accrue a maximum of eighty (80) hours of CTO.

This provision expires on September 23, 2028.

4.7. Overtime Pay for Exempt Employees During Shelters

Employees assigned by their Department Head or designee to staff shelters outside of their regular work hours will receive overtime at the rate of one and one-half (1.5) times their base rate of pay for all hours worked in excess of forty (40) hours during the work period. ~~The Department Head determines whether the employee receives overtime pay or CTO.~~

4.8. 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.

Overtime pay only applies 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 work period; and

- b. For hours worked in response to the Local Emergency on an employee's scheduled day off the employee will receive overtime at the rate of one and one-half (1.5) times their base rate of pay.

4.9. Overtime for Exempt Employees

Exempt employees who work on the Health and Human Services Agency on the Crisis Team (including mobile crisis response, Adult & Child Protective Services Emergency Response, Family Urgent Response System (FURS), Mobile Response Team (Leads and Responders), or in Community Development, will, with the approval of their Department Head or designee, receive overtime at the rate of one and one-half (1.5) times their base rate of pay for hours worked in excess of forty (40) hours during the work period. ~~The employee may choose to receive overtime pay or CTO.~~ 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.

4.10. 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.

4.11. 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.

4.12. Exempt Employees

Exempt employees may be required to or, of their own volition may choose to, perform work above and beyond the scope of duties normally expected of their positions during the usual forty (40) hour work period. For that reason, they may be allowed some flexibility in their working schedules. The flexibility of scheduling is subject to the absolute discretion of the Department Head and is not subject to the grievance procedure.

Exempt employees who work less than fifty percent (50.0%) of their scheduled shift must utilize accrued sick leave or other accrued leave for absences, ~~including partial day absences.~~

Article 5 - Other Pays

5.1. Bilingual Pay

Employees who are routinely and consistently required to speak a language other than English, and who do so fluently as determined by the County, receive Bilingual Premium of five percent (5.0%) of their base hourly rate of pay.

5.2. Shift Differential

Employees who are 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.

5.3. ~~Work Out of Class~~ Supervisor Pay

Employees assigned in writing to supervise a shift in the absence of a supervisor in increments of a pay period will receive Supervisor Pay in the amount of ten percent (10.0%) of their base rate of pay for those hours.

~~Employees assigned by their Department Head to work in a higher classification due to the extended absence (ten (10) consecutive workdays) of the incumbent receives out of class pay in the amount of ten percent (10.0%) of their base rate of pay.~~

5.3.5.4. Recovery Time

Employees who respond to after-hour crisis work (5150 responses at a medical facility or jail, mobile crisis, or emergency response) or after-hours Adult and Children Services emergency response, and spend three (3) hours or more, are 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.

5.4.5.5. 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 covers 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.

5.5.5.6. Uniform Allowance

Employees in the classification of Communications Officer receive ten dollars (\$10.00) per pay period for the purchase and maintenance of required uniforms.

5.7. ~~Child Welfare Incentives~~ Social Services Division (SSD) Premium Pay

Program Managers and Social Workers IV assigned to the Child Welfare Services Unit will receive Social Services Division (SSD) Premium Pay in the amount of seven percent (7.0%) of their base rate of pay. This is not a compensable premium and is not reported to CalPERS.

~~Managers assigned to Child Welfare Services receive a premium of five percent (5.0%) of their base rate of pay.~~

~~Program Managers assigned to Child Welfare Services receive a retention bonus of one thousand dollars (\$1,000.00) annually during the first full pay period of the calendar year.~~

~~Employees hired as Program Managers assigned to Child Welfare Services receive a hiring bonus of one thousand dollars (\$1,000.00) upon completion of their probationary period.~~

5.8. ~~Social Worker Incentives~~ Social Services Division (SSD) Retention Pay

- a) Exempt employees except for the Deputy Public Guardian/Conservator/Administrator, will receive Social Services Division (SSD) Retention Pay annually on their anniversary date as follows:

One thousand dollars (\$1,000) upon the completion of twelve (12) months of consecutive service in the SSD; or

Two thousand dollars (\$2,000) upon the completion of thirty-six (36) months of consecutive service in the SSD; or

Three thousand dollars (\$3,000) upon the completion of sixty (60) months of consecutive service in the SSD.

- b) Non-exempt employees will receive Social Services Division (SSD) Retention Pay as follows:

One and a half percent (1.5%) upon the completion of twelve (12) months of consecutive service in the SSD; or

Three percent (3.0%) upon the completion of thirty-six (36) months of consecutive service in the SSD; or

Four and a half percent (4.5%) upon the completion of sixty (60) months of consecutive service in the SSD.

~~Social Worker IVs assigned to Child Welfare Services receive an assignment premium of~~

~~five percent (5.0%) of their base rate of pay.~~

~~Social Worker IVs assigned to Child Welfare Services receive a retention bonus of one thousand dollars (\$1,000.00) annually during the first full pay period of the calendar year.~~

~~Employees hired as Social Worker IVs assigned to Child Welfare Services receive a hiring bonus of one thousand dollars (\$1,000.00) upon completion of their probationary period.~~

~~5.6.—Referral Bonus~~

~~Employees who refer a new employee for County employment will receive a referral bonus of five hundred dollars (\$500.00) once the referred employee satisfactorily completes their probationary period or if they are exempt from a probationary period upon completion of twenty-six pay periods of employment.~~

~~5.7.—Signing Bonus~~

~~New employees receive a signing bonus of five hundred dollars (\$500.00) once they satisfactorily complete their probationary period or if they are exempt from a probationary period upon completion of twenty-six pay periods of employment.~~

Article 6 - 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 considered.

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, by the appointing authority, unless Personnel is previously notified that the employee does not meet the above criteria.

Article 7 - Leaves

7.1. Sick Leave

Employees accrue sick leave at the rate of three and seven-tenths (3.7) hours per pay period. Part-time employees accrue sick leave on a pro-rated basis.

Employees may use up to forty-eight (48) hours annually for the care of ~~ana~~ 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.

The estate of an employee who passes away following five (5) or more years of continuous service will receive 33.3% of the dollar value of the employee's accrued and unused sick leave in excess of ninety-six (96) hours. The maximum payment to the estate will be \$1,500.00 irrespective of the value of the employee's sick leave accrual.

7.2. Vacation

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

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

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

The maximum vacation accrual is 312 hours. Employees may 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.

7.3. 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

~~Non-exempt employees~~ ~~Employees~~ who are on a flexible schedule must use vacation ~~or CTO~~ to augment the normal eight (8) hour shift on a ~~holiday, or 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.

7.4. 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 administrative leave. Payment will be processed on the pay period following receipt of the request. Employees hired during the calendar year receive a prorated administrative leave hours with the hours being rounded to the nearest one-third (four (4) months) of the year. Administrative leave is cashed out annually on the last paycheck in December.

Article 8 - Insurances

8.1. Health Insurance

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

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

The County contributes up to the following amounts towards employee medical insurance coverage and cafeteria plan benefits:

~~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:~~

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.

8.2. Vision Insurance

The County provides vision insurance for employees and their dependents.

8.3. 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.

8.4. Life Insurance

The County provides employees with term life insurance in an amount equal to two (2) times their base annual salary. A portion of this premium paid by the County may be considered taxable income and will be reflected in the employee's earnings statement. Employees may, at their expense, purchase additional term life insurance coverage under the terms and conditions specified by the insurer.

Article 9 - CalPERS Retirement

Employees hired prior to November 2, 2012, 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 new members 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 new members 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.

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 10 - Miscellaneous

10.1. Tuition Reimbursement

Employees are reimbursed for the cost of books and tuition for pre-approved by the Deputy County Administrator – Personnel and Risk Management Officer classes, courses, seminars, and conferences that 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.

10.2. Commercial Driver's License

Employees are reimbursed up to \$125.00 for the costs associated with a medical exam to obtain and maintain their Commercial Driver's License or the County will pay for a medical exam for an employee to maintain a Commercial Driver's License directly to the medical provider if the medical exam is conducted with a provider that has an established contract with the County.

Employees are reimbursed for the additional costs of a Class A or B Driver's License for any classification required to maintain a Commercial Driver's License, including any Departmental required endorsements, such as Hazardous Materials, etc., and for other classifications, determined by the Department Head.

10.3. 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 11 - Deferred Compensation

The County contributes seventy dollars (\$70.00) per pay period into each employee's deferred compensation account.

If an employee contributes a minimum of ~~fifty-sixty~~ dollars (\$~~50~~60.00) per pay to their deferred compensation account, the County will contribute an additional ~~fifty-sixty~~ dollars (\$~~50~~60.00) per pay period to the employee's designated deferred compensation program.

Article 12 - Grievance Procedure

These procedures afford employees and OESC informal means of obtaining consideration of their grievance at the Department Head level and review of the Department Head's decision.

A grievance is an alleged violation of this Agreement.

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

a. Step 1: Immediate Supervisor

Before filing a grievance, the grievant must discuss their grievance with their immediate supervisor in an attempt to resolve the matter. The 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 or the Association should have reasonably known of the situation giving rise to the grievance.

If the grievant is not satisfied with their supervisor's decision, the grievant may, within fifteen (15) calendar days following the decision, submit the grievance to the next Step.

b. Step 2: Department Head

Within seven (7) calendar days after submission, the Department Head or designee may meet with the grievant. Within twenty-one (21) calendar days of receiving the grievance, the Department Head will provide the grievant with a written decision. If the grievant is not satisfied with the Department Head's decision, they may, within fifteen (15) calendar days after receipt of the decision, submit the grievance to the next Step.

c. Step 3: State Mediation

Within seven (7) calendar days after receipt the Deputy County Administrator – Personnel and Risk Management Officer will contact the State Mediation and Conciliation Service and a mediation date will be scheduled at the earliest possible time. If the parties are unable to reach an agreement in mediation, then the Step 2 decision will be final, and the grievance procedure will be deemed exhausted.

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 parties may agree to extend all time limits in writing.

A grievance resolved by mutual agreement of the parties or by failure to advance the grievance to any step of the grievance procedure is final and binding on the parties.

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 grievance may be re-submitted to a lower step in the procedure for reconsideration.

Article 13 - Layoffs

13.1. 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 reason(s) that the County deems sufficient for abolishing the position(s).

13.2. Layoff Procedure

Layoff(s) will be accomplished by first determining the number of positions within each class that will be reduced. Layoffs are 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 are placed on a recall list for a period of two (2) years.

13.3. Recall Procedure

When a vacancy exists and employees are to be recalled, notice of the opening(s) will be sent to the last mailing address as furnished by the laid-off employee. To expedite the recall, more than one (1) employee may be notified of an opening, but priority will be given to the employee who was laid off last. Recall notice will be sent 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 are required to report to work within forty-five (45) days of the postmark date on the recall notice. Employees are 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 14 - Concerted Activities

OESC agrees that under no circumstances will it recommend, encourage, cause or permit its members to initiate, participate in, nor will any employee take part in, any strike, sympathy 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 is prohibited on matters involving wages, insurance coverage and leaves from work during the term of this Agreement. In the event of any work stoppage by any employee, the County is not required to negotiate on the merits of any dispute which may have given rise to such work stoppage until the work stoppage has ceased. This Article remains in effect during the term of this Agreement and during bargaining and impasse procedures associated with the negotiations of its successor.

The County agrees not to lock out employees.

In the event of any work stoppage during the term of this Agreement, whether by OESC or any employee, OESC, must immediately declare in writing and publicize that the work stoppage is illegal and unauthorized, and further direct its members in writing to cease the conduct and return to work. Copies of the written notice must be provided to the County. If there is any work stoppage, OESC promptly and in good faith performs the obligations of this paragraph, providing OESC has not otherwise authorized, permitted, or encouraged the work stoppage, OESC will not be liable for any damages caused by the violation of this provision. However, the County has the right to discipline, including discharge, any employee who instigates, participates in, or gives leadership to, any work

stoppage activity herein prohibited, and the County has the right to seek full legal redress, including damages, against any employee.

Article 15 - 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 Management Officer 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 will be 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 signed written authorization.

Article 16 - Employee Performance Evaluations

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

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

Additional performance evaluations may be required under special circumstances.

Article 17 - Probationary Period

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

Article 18 - 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 19 - Effect of Prior Memorandums of Understanding

This Agreement supersedes and replaces all prior memoranda of understandings, side letters, personnel resolutions, oral or written, expressed or implied, between the parties.

Article 20 - Severability

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

Article 21 - Term

This Agreement is effective from ~~January 21~~April XX26, ~~2024~~2026, in effect through midnight of December ~~30~~26, ~~2026~~2029.

Date: _____

County of Siskiyou

Angela Davis
County Administrative Officer

Michael W. Jarvis
Liebert Cassidy Whitmore

Hayley Hudson
Deputy County Administrator
Personnel and Risk Management Officer

Date: _____

OESC

~~Christine Gannon~~Emily Harper
President

Matt Rokes
Rains Lucia Stern St. Phalle & Silver, PC

Appendix "A" Recognition

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