

**Memorandum of Understanding  
Between the  
County of Siskiyou  
and  
Operating Engineers Local Union No. 3**



**December 17, 2019 – December 16, 2021**

## Table of Contents

01.00.00	General Provisions - Definitions .....	1
02.00.00	Effect of Prior Memorandums of Understanding .....	1
03.00.00	Authorized Agents .....	2
04.00.00	Recognition.....	2
05.00.00	County Rights .....	2
06.00.00	Union Rights .....	2
06.04.00	Stewards .....	3
06.05.00	Employee Lists .....	4
07.00.00	Compensation, Health Insurance, and Retirement .....	5
07.01.00	Compensation .....	5
07.02.00	Salary Increase .....	5
07.03.00	Stipends .....	6
08.00.00	Health Insurance/Retirement Benefits .....	6
08.05.00	Retirement Benefits .....	7
09.00.00	Disability Insurance .....	8
10.00.00	Compensating Time Off, Overtime and Alternate Work Hours .....	8
11.00.00	Vacation Accrual and Use .....	9
12.00.00	Compliance with Memorandum .....	10
13.00.00	Holidays.....	11
14.00.00	Sick Leave .....	11
15.00.00	Medical Leave .....	12
16.00.00	Bereavement Leave .....	13
17.00.00	Catastrophic Leave.....	13
18.00.00	IRS-125 Program.....	13
19.00.00	Personnel Files .....	13
20.00.00	Probationary Period .....	14
21.00.00	Employee Recognition Program .....	15
22.00.00	Employee Performance Evaluations .....	15
23.00.00	Mediation of Disciplinary Matters .....	16
24.00.00	Release Time for Bargaining Preparation, Negotiations, and Mediation ...	16

25.00.00	Employee Suggestion Program .....	16
26.00.00	Concerted Activities .....	16
27.00.00	Work Out of Class .....	17
28.00.00	Volunteers/Contracting Out .....	17
29.00.00	Life Insurance .....	18
30.00.00	Dues and other Union Sponsored Benefit Program Deductions .....	18
31.00.00	Pick-Up Trucks .....	20
32.00.00	Temporary Field Assignment/Subsistence .....	20
33.00.00	Physical Examinations/Drivers Licenses .....	21
34.00.00	Protective Clothing .....	22
36.03.00	Boot Allowance .....	22
37.00.00	Coffee Breaks .....	22
38.00.00	Layoffs .....	23
38.01.00	Layoff Defined:	23
38.02.00	Voluntary Layoff	23
38.03.00	Order of Layoff by Status	23
38.04.00	Seniority Defined	23
38.04.01	Computation of Seniority/Seniority Calculations	23
38.05.00	Tie Breaking	24
38.06.00	Bumping Rights	24
38.07.00	Transfer	25
38.08.00	Notification Process	25
39.00.00	Completion of Negotiations .....	26
40.00.00	Effect of Prior Memoranda of Understanding .....	26
41.00.00	Ratification of This Memorandum .....	26
42.00.00	Separability .....	26
43.00.00	Terms of Agreement/Future Negotiations .....	27

# **Memorandum of Understanding Operating Engineers December 17, 2019 – December 16, 2021**

Pursuant to the provisions of the Meyers-Milius-Brown Act Section 3500 et seq. of the Government Code of the State of California and the Rules and Regulations of the County of Siskiyou, representatives of the County of Siskiyou, hereinafter called "County", and the Operating Engineers Local 3, hereinafter called "Union", have "met and conferred" concerning the subject of wages, hours and other conditions of employment for employees in the Unit.

This is the Memorandum of Understanding between the Operating Engineers of the County of Siskiyou and the Siskiyou County Board of Supervisors. All provisions in this document apply to all represented employees.

## **WITNESSETH**

### **01.00.00 General Provisions - Definitions**

- 01.01.00 **Employer:** The term 'employer' as used herein shall refer to the County of Siskiyou.
- 01.02.00 **Union:** The term 'union' is used herein shall refer to the Operating Engineers Local Union No. 3.
- 01.03.00 **Employee:** The term 'employee' as used herein shall mean all regular permanent employees of the unit or units represented by an Operating Engineers Local Union No. 3 as established under the provisions of Siskiyou County Resolution No. 143, Book 11, as amended unless and except if specifically provided otherwise.

### **02.00.00 Effect of Prior Memorandums of Understanding**

- 02.01.00 This Memorandum of Understanding shall supersede and replace all prior Memorandums of Understanding, and this MOU shall be the full, final, and only agreement between the County and the Union. It is the intent of the parties hereto that the provisions of this Memorandum of Understanding shall supersede all prior agreements and memoranda, or contrary salary and or personnel resolutions, oral or written, express or implied, between the parties, and shall govern the entire relationships and shall be the sole source of any and all rights which may be asserted hereunder.

### **03.00.00 Authorized Agents**

03.01.00 Authorized agents, for the purpose of administering the terms and conditions of this memorandum of understanding shall be:

County Administrator  
P.O. Box 750  
Yreka, California 96097

Operating Engineers Local Union No.3  
20308 Engineers Lane  
Redding, California 96002

### **04.00.00 Recognition**

04.01.00 Union Recognition. The employer hereby recognizes Operating Engineers Local Union No. 3 as the exclusive representatives for the employees as the only organization entitled to meet and confer on matters within the scope of representation for the above mentioned unit provided that nothing contained in this Agreement shall prevent employer from recognizing a unit properly formed pursuant to Resolution No. 143, Book 11.

### **05.00.00 County Rights**

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

### **06.00.00 Union Rights**

06.01.00 The Union may post within the employee rest area a written notice which sets forth the classifications included within the representation unit referred to in this MOU and the name and address of the recognized employee organization. The County will give a written notice to persons newly employed in representation unit classifications, which notice shall contain the name and address of the employee organization recognized for such unit; the fact that the Union is the exclusive bargaining representative for the

employee's unit and classification; and a copy of the Memorandum of Understanding to be supplied by the Union. The Union agrees that it has a duty to provide fair and non-discriminatory representation to all employees in all classes of the units for which this Section is applicable.

- 06.02.00 The Union shall be allowed by a County department in which it represents employees, use of available bulletin board space and intra/inter County E-mail for communications having to do with official organizational business (meeting notices, etc.). Such use may not interfere with the needs of the Department.

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

- 06.03.00 Except in cases of emergency as provided below in this subsection the Union, if affected, shall be given reasonable advance written notice of any ordinance, resolution, rule, or regulation directly relating to matters within the scope of representation proposed to be adopted by the County and shall be given the opportunity to meet and confer with appropriate management representatives prior to adoption.

In cases of emergency when the foregoing procedure is not practical or in the best public interest, the County may adopt or put into practice immediately such measures as are required. At the earliest practicable date thereafter, the Union 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.

#### **06.04.00 Stewards**

- 06.04.01 The Union shall designate a reasonable number of Stewards, who shall have the right to assist employees in resolving grievances, appeals and other work-related problems, and shall notify the County Administrator in writing of the individuals designated to perform Steward functions, and the areas they represent. Changes to the listing of Stewards shall be provided by the Union as soon as possible after the change has occurred. The County shall recognize as Stewards only those employees named on the current list.

- 06.04.02 Stewards may be released from their assigned work duties by their supervisors for a reasonable period of time to process specific grievances or appeals on behalf of employees or the Union, and to fulfill their duties herein. The Steward shall request such time from his/her supervisor as soon as the need for it is known. Release time shall be scheduled so as to

minimize disruption of the work of the Steward and the unit; however, request for such time may not be unreasonably denied. Where the supervisor cannot approve the specific time requested, he/she shall inform the Steward of the reason and establish an alternate time when the Steward can be released. The County and the Union shall agree upon a Release Time Request Form to be used by Stewards and supervisors or managers for this process.

- 06.04.03 Stewards shall be permanent employees and shall retain all the normal duties and responsibilities of the positions to which they are assigned. Stewards shall not receive overtime for time spent performing Steward functions.
- 06.04.04 An employee is allowed a reasonable amount of time to contact his/her Steward during work hours to report a grievance, violation of this Memorandum or applicable rules in a manner that does not materially disturb the employee's work. A Steward shall obtain permission from the employee's supervisor or manager before contacting an employee on work time or in the work area.
- 06.04.05 When an employee is required to meet with a supervisor or manager and the employee reasonably anticipates that such meeting will involve questioning leading to disciplinary action, he/she shall be entitled to have a Steward and/or his/her Union Business Agent present if he/she so requests. The County shall inform the employee of their legal right to have a Steward and/or Union Business Agent present if the employee is required to meet with a supervisor or manager where discussion could reasonably lead to the employee being disciplined, terminated or cause an effect on the personal working conditions of the employee.
- 06.04.06 Confidentiality shall be observed by both Stewards and supervisors or managers in processing and representation matters relating to pending or current disciplinary action.
- 06.04.07 Stewards shall not conduct Union business on County time, except as specifically authorized by this Memorandum of Understanding.

## **06.05.00 Employee Lists**

In the course of producing regular County reports, the County shall periodically provide the Union with listing of all employees' names, home address, employment date, and classification of each employee in the represented bargaining unit.

- 06.05.01 Within five (5) calendar days after a new employee is hired in the represented bargaining unit, County shall provide the Union the following information: name of individual, employment date, classification, and the date vacancy was filled.

## **07.00.00 Compensation, Health Insurance, and Retirement**

### **07.01.00 Compensation**

Step 6 is authorized for the Operating Engineers unit pay ranges. Step 6 provides a 2.5% increase, Operating Engineers unit employees eligible after 2 years at Step 5, subject to approval of the Personnel Manager.

### **07.02.00 Salary Increase**

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

<b>Classification</b>	<b>Effective December 29, 2019</b>	<b>Effective July 12, 2020</b>
COLA – All members	5%	3%
Road Maintenance Supervisor	7.5%	n/a
Asst Road Maint Supervisor	7.5%	n/a
Heavy Equipment Mechanic	7.5%	n/a
Sr Heavy Equipment Mechanic	7.5%	n/a
Welder Mechanic	7.5%	n/a
New Position: Road Maintenance Worker III (flex promotion)	Range: TO037 (7.5% above RMW II)	



### 07.03.00 Stipends

- 07.03.01 Individuals in the classification of Assistant Road Maintenance Supervisor who work for a foreman that supervises more than one (1) district, shall receive an additional ninety (\$90) dollars per month as compensation for additional responsibilities they assume. This shall be considered “premium pay” and reportable to CalPERS as base pay.
- 07.04.02 **Consolidated Districts Stipend.** The stipend for those that Supervise more than two (2) districts ~~to~~ shall be \$200.00/month in order to adequately address the increased responsibilities that go along with having more than two districts.
- 07.04.03 **Multiple District Stipend.** Road Maintenance Supervisors who supervise more than one (1) district, and/or the sign/paint shop shall be paid a monthly stipend of \$150.00.
- 07.04.04 **Forks of the Salmon Stipend:** At the discretion of the Department Head and the Personnel Manager, employees who are assigned to the Forks of Salmon district and who do not have permanent/adequate housing shall receive a monthly stipend of \$100.00.

### 08.00.00 Health Insurance/Retirement Benefits

**Effective January 2021** County shall pay 100% of the CalPERS **Select** health insurance for employee, employee +1 or Family premium towards the employee’s chosen health plan option. ***For example, the County will contribute the PERS Select employee + 1 for an employee who chooses PERS Choice employee + 1 plan.*** (This will affect payroll 25, Nov 15, 2020 for January premium)

**Effective March 27, 2016** County will contribute 85% of the CalPERS Choice premium to the employee’s selection of CalPERS health plan option;

- 08.01.00 For employees retiring during the term of this Memorandum who have continued to maintain health insurance, the County agrees to pay a monthly amount, as determined by the Board of Supervisors, towards the payment of the retiring employee's health insurance premium.
- 08.01.01 For employee hired after January 1, 2020, the County contribution to a retiree’s health insurance premium will be the minimum contribution required by PEMHCA.

08.02.00 **Dental Insurance** – Effective for February 2020 premium, employees will contribute as noted below in the table and the County and employee contribution may be adjusted annually based on fund balance.

Premium	Employee Only \$75 per month	Employee +1 \$90 per month	Employee + Family \$125 per month
Flat cap	Employee - \$11.25 per month Employer - \$63.75 per month	Employee - \$13.50 per month Employer - \$76.50 per month	Employee - \$18.75 per month Employer - \$106.25 per month

08.03.00 **Vision Insurance** – The County agrees to maintain the Vision Health Plan for eligible employees and dependents as follows:

Effective February 2020 – County pays \$6.00 per month/Employee pays \$1.50 per month.

## 08.05.00 Retirement Benefits

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

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

- 2% at 55 years of age and single highest year calculation for final compensation (generally for employees hired prior to 11/02/12)
- 2% at 60 years of age, and highest three year average for final compensation (generally for employees hired between 11/02/12 & 12/31/12)
- 2% @ 62 years of age and highest 3 year average final compensation (generally for employees hired on or after 1/1/13 pursuant to the California Public Employee's Pension Reform Act of 2013)

**08.05.02 Member Contribution.** Employee PERS contribution shall be (7%). Employee contribution shall be on a pre-tax basis.

- 08.05.03** Pursuant to the California Public Employee's Pension Reform Act of 2013 and all applicable amendments thereto, for employees newly hired on or after January 1, 2013 the employee member contribution will be 50% of the total normal cost (as determined by CalPERS), and the County shall not contribute to the member contribution/employee share. **The member contribution will not exceed 8% in accordance with the California Public Employee's Pension Reform Act of 2013.**

## **09.00.00 Disability Insurance**

- 09.01.00 The County agrees to maintain in effect the County-paid long-term disability insurance program for Unit employees in accordance with the plan description.
- 09.02.00 The Unit continues to be covered by the County Short-Term Disability policy. **See attached policy until provisions are adopted by all other units.** It is the County's intent that the Short Term Disability policy remain outside the OE MOU and remain a standalone policy.

## **10.00.00 Compensating Time Off, Overtime and Alternate Work Hours**

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 for valid business reasons; however, short notice schedule changes shall not be made solely to avoid the payment of overtime.

- 10.02.00 All hours worked on the two (2) or three (3) regularly scheduled days off shall be considered overtime and shall be compensated at one and one-half (1-1/2) times the straight time hourly rate.
- 10.03.00 All hours worked on scheduled holidays shall be considered overtime and shall be compensated at one and one-half (1-1/2) times straight time hourly rate in addition to the holiday pay provided to the employee.
- 10.04.00 All hours worked in excess of forty (40) hours per regular work week as defined in section 10.01.00. shall be considered overtime. Paid holidays are included in the definition of regular work week. Generally, overtime shall be compensated at the rate of one and one-half (1-1/2) times the hourly rate and paid. At the request of the employee, and with the permission of the department, overtime may be taken in compensatory time off. Compensatory time off will be provided at the rate of one and one-half (1-1/2) times the hourly rate. Compensatory time limits may exceed the eighty

(80) hour maximum from the first full pay period in January to the last full payroll period in June. All compensatory time over eighty (80) hours shall be paid to the employee no later than the first full payroll period in July at the employees rate of pay as of that date.

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

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

- 10.05.00 Flexible working hours are defined to be a set, agreed upon work schedule which is lasting in duration (generally three calendar months or more). It is not intended to be used in lieu of or because of overtime, administrative leave, or other types of leave.

When necessitated by unusual work hours or for other reasons, the employee or department head may request flexible working hours for affected employees. Such hours shall still require the working of the normal number of hours, and may not allow more than normal paid holiday or sick time, etc. Prior to implementation, the request must be submitted in writing to the Personnel Officer, who will review and approve for conformance with applicable laws and County policies.

Alternate Work Hours: In cases where the use of flexible scheduling 1) serves the department 2) saves County funds, and 3) does not inconvenience the department, the Board of Supervisors encourages the use of alternate work schedules.

- 10.06.00 Employees called back and physically returning to work for hours not contiguous to the regular work schedule shall receive a minimum of two (2) hours compensation at overtime rates. Employees called back on weekends, holidays, or during scheduled time off (vacation) shall receive a minimum three (3) hours callback compensation.

## **11.00.00 Vacation Accrual and Use**

- 11.01.00 Employees shall be entitled to accrue and utilize vacation in accordance with Section 7.1, Vacation Leave of the Personnel Policies (except as authorized below).

The parties agree to continue the vacation accrual limits noted below and allow members to continue to accrue vacation leave above accrual limits during the calendar year.

Employees who on the last day of the first pay period in January of any year exceed the vacation accrual limit shall not earn vacation until the vacation accrual is reduced to the limit allowed.

The County agrees to allow the Road Managers transferred back to the unit effective 7-2013 to have any vacation accrual over the OE Maximum at the end of the first full pay period in January 2014 to be paid out on a one time basis . The vacation max/caps will remain the same for all members (including newly transferred Road Managers)

#### **Vacation Limits:**

During the first five (5) years (130 pay periods) of continuous employment, an employee may not accrue more than 152 hours (19 days) of vacation leave.

After five (5) years (131 pay periods) of continuous employment, an employee may not accrue more than 232 hours (29 days) hours of vacation leave.

Employees, after completing their 10th year of continuous County service, shall begin to accrue twenty (20) days of vacation annually.

### **12.00.00 Compliance with Memorandum**

- 12.01.00 Upon ratification, the terms of this Memorandum of Understanding are binding upon the County and the Union. In the event of any violation of the terms of this Memorandum, responsible and authorized representatives of the Union or the employer, or any individual department head as the case may be, shall promptly take such affirmative action as is within their power to correct and terminate such violation for the purpose of bringing such unauthorized persons into compliance with the terms of this Memorandum. Individuals acting or conducting themselves in violation of the terms of this Memorandum shall be subject to discipline up to and including discharge. The employer shall enforce the terms of this Memorandum on the part of its supervisory personnel; the Union shall enforce the terms of this Memorandum on the part of its members.

## 13.00.00 Holidays

- 13.01.00 The County will observe the following holidays: January 1, Third Monday in January, Third Monday in February, March 31, last Monday in May, July 4, 1st Monday in September, November 11, Thanksgiving Day, the Day before Christmas, December 25, and any day proclaimed by the Governor of California and the Board of Supervisors for a Public Feast, Thanksgiving, or a Holiday. The Friday following Thanksgiving Day shall also be a holiday.
- 13.02.00 When a holiday set forth in this section falls on an employee's regularly scheduled day off, the employee shall be paid equal to the number of scheduled work hours or assigned another day off during the payroll period, at the option of the County. Employees required (not voluntary) to work an alternate work schedule (other than 8 hours per day) are eligible for holiday pay based on the employee's current work schedule (9,10, or 12 hours).

When a holiday set forth in this section falls on a Sunday, the following Monday shall be observed as a holiday. When a holiday set forth in this section falls on a Saturday, the preceding Friday shall be observed as a holiday. When Christmas Day falls on a Saturday, observance of the "Day before Christmas" shall be in accordance with Section 7.2, Holiday Leave, of the Personnel Policies.

- 13.03.00 Employees shall also receive twenty-six (26) floating holiday hours. All full-time permanent employees on paid status as of January 1 of each year shall have twenty-six (26) floating holiday hours credited to their leave accrual. Non full-time permanent employees who are employed on January 1 of each year, shall have a pro-rata portion of a day credited to their leave accrual. Employees hired or terminated during the calendar year shall receive prorated floating holiday hours with the hours being rounded to the nearest one-third (4 months) of the year. Employees hired during the year shall have the appropriate number of hours credited to their leave accruals. Employees terminated during the year shall have the appropriate number of hours deducted from their leave accruals, or, if necessary, from accrued pay.

## 14.00.00 Sick Leave

- 14.01.00 Authorization shall be in accordance with County Personnel Policy, Section 7.9. Sick Leave pay can also be provided to an employee who is a victim of domestic violence, sexual assault, or stalking as provided in Labor Code Section 230. **See attached policy 7.9 until provisions are adopted by all other units.** The policy will remain outside the OE MOU and remain in the County Personnel Policies.

- 14.02.00 Employees shall be allowed to use sick leave for serious illness or injury to members of their immediate family. The approval process shall be the same as that utilized for employee sick leave usage.
- 14.03.00 Immediate family shall be defined as set forth in the County Personnel policy with the addition of registered domestic partner.
- 14.04.00 Laid off employees reinstated to their jobs pursuant to County rules shall have their accrued sick leave as of their day of layoff reinstated. Employees shall not earn sick leave for the time that they were off work. In addition, any other employee who is separated from employment and re-hired within 12 months of separation is entitled to reinstatement of up to 6 days or 48 hours of previously accrued and unused sick leave to the extent required by law.

## **15.00.00 Medical Leave**

Medical leave will be authorized in accordance with the County's Family Medical Leave of Absence Policy - Personnel Rule 7.6, with the following exceptions:

The medical leave of absence *shall* be extended from twelve weeks to six months upon the employee providing a statement from a licensed physician, that he/she continues to have a serious health condition that prevents them from returning to work.

The medical leave of absence may be extended from six months to one year upon the employee providing a statement that the employee will be able to return to work by the end one year following the beginning of the medical leave of absence.

The employee shall be responsible for payment of the full health insurance premium (employee and employer portions plus 2% for administrative costs) for themselves and any covered dependents after six months of leave of absence (from the beginning of the Family Medical Leave).

Following the exhaustion of the six (6) months of medical leave, if the employee is unable to return to work they *may* be subject to a medical termination. (This does not apply to employees on workers compensation.)

During a medical leave the County will continue to fulfill its obligations under the Americans with Disabilities Act, as needed.



Medical leave does not preclude the County's ability to file for PERS disability Retirement on behalf of the employee, if the County deems it appropriate to do

## **16.00.00 Bereavement Leave**

Authorization shall be in conformance with Section 7.4 Bereavement, of the County Personnel Policies. See attached policy until provisions are adopted by all other units.

It is the County's intent that the Bereavement Leave Policy remain outside the OE MOU and remain in the County's Personnel Policies.

## **17.00.00 Catastrophic Leave**

The County and Union agree to maintain in effect the County's catastrophic leave program until such time as the Union has developed a pooled leave program.

## **18.00.00 IRS-125 Program**

An IRS-125 program shall remain in effect for the term of this agreement.

## **19.00.00 Personnel Files**

- 19.01.00 The County shall maintain one official personnel file for each unit employee. This file shall be considered confidential in accordance with state law. The employee shall have the right to inspect his/her personnel file at any reasonable time during the regular business hours of the County; excepting any reference letters/checks or background investigations which are exempt from review by the employee or his/her representative. No adverse comment shall be entered into the employees personnel file without the employee first given 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 shall have the right to submit a reasonable amount of rebuttal to any information being entered into the file with which the employee disagrees. The employee shall be responsible for compiling the rebuttal material and shall do so within thirty (30) days of receiving his or her copy of the document, which will be placed into the employees personnel file.

Should the employee wish to have a representative review his/her personnel file in his/her absence, he/she shall, in writing, provide authorization for the review. Written authorization shall be provided to the County prior to the review.



## 20.00.00 Probationary Period

The probationary period shall be regarded as an integral part of the selection examination process and shall be utilized for closely observing the newly hired or promoted employee's work abilities and performance.

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

- All new employees will serve a one year probationary period.
- An employee who is promoted (within a class series or to a similar classification) shall 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).

### **Examples:**

Juvenile Correctional Officer I promoted to a Juvenile Correctional Officer II, will serve a probationary period of 13 pay periods.

Administrative Support Assistant II promoted to an Administrative Support Assistant III, will serve a probationary period of 13 pay periods.

Senior Legal Secretary in the District Attorney's Office promoted to an Executive Secretary in the Confidential Unit will serve a new probationary period of 26 pay periods.

Health Assistant III in Behavioral Health promoted to a Fiscal Assistant in Behavioral Health, will serve a new probationary period of 26 pay periods.

The Personnel Manager in conjunction with the Appointing Authority (Department Head who is making the decision to hire/promote) shall determine if the promoting employee should serve a thirteen or twenty six pay period probationary period, when it is not clear if the new classification is in a different series.

### **Deputy Sheriff I/II**

**A combined 18 months (12 months at level I and 6 months at level II) for individuals hired at level I. Level II shall serve a 12 month probationary period if hired at level II)**

- 20.01.00 A newly hired employee may be discharged at any time during the initial probationary period when the individual's work performance is found not to meet the required standards for the position or for any other job-related reason. The appointing authority shall provide proper notification to the employee and a separation report to the Personnel Officer.
- 20.02.00 During a promotional probationary period, an employee who had permanent status in a lower class shall be regarded as still having permanent status in that class from which they promoted.
- 20.03.00 If an employee's performance does not meet the required standards for the class in which the individual was promoted, the employee shall have the right to demote back to the former class in which permanent status was held.
- 20.04.00 An employee shall attain permanent status unless notified in writing of termination prior to the completion of the probationary period.

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

## **21.00.00 Employee Recognition Program**

- 21.01.00 The County and Union agree to maintain an employee appreciation program to recognize exceptional contributions by one or more County employees.

## **22.00.00 Employee Performance Evaluations**

- 22.01.00 Each employee shall be reevaluated at least once a year. A formal evaluation shall be completed for each permanent employee immediately prior to his/her anniversary date (step increase date). A step increase shall not be withheld from the employee if the County was unable to perform the performance evaluation prior to the employees anniversary date, absent written notification from the Department Head to withhold said increase. A copy of the notice shall be provided to the employee.

When a step increase is denied to an employee due to a poor performance evaluation, the employee's performance shall be reevaluated within ninety days and, if performance is satisfactory, the employee shall be advanced to the next step effective the first payroll period following the date of the reevaluation report. If the employee's performance is not satisfactory in the reevaluation, the employee shall not be eligible for a step increase until his/her next anniversary date.

- 22.02.00 Probationary employees shall be rated at least twice during the probationary period, once at mid-point and again prior to the completion of the employee's probationary period.
- 22.03.00 At the request of the Department Head or employee, other performance evaluations may be performed.
- 22.04.00 All performance evaluations shall be in accordance with Section 3.6 Performance Evaluations, of the County Personnel Policies.

### **23.00.00 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 County Personnel Officer, the County Administrator or his/her 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.

### **24.00.00 Release Time for Bargaining Preparation, Negotiations, and Mediation**

- 24.01.00 Union members participating in negotiations and/or a mediation panel shall be allowed reasonable County paid release time only for the time spent participating during regular working hours.

### **25.00.00 Employee Suggestion Program**

- 25.01.00 The County will maintain an employee suggestion program. Employees shall have the right to submit suggestions to the County Administrator's office. Suggestions shall be made in writing and need not be signed. The County Administrator will review all suggestions, discuss them with the appropriate department head and, when appropriate, submit them to the Board.

### **26.00.00 Concerted Activities**

- 26.01.00 Peaceful Performance Clause. The parties to this Memorandum recognize and acknowledge that the services performed by the County employees covered by this Agreement are essential to the public health, safety, and general welfare of the residents of the county of Siskiyou. The 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.

## **27.00.00 Work Out of Class**

27.01.00 Any qualified non-probationary employee assigned by the department head to work in a higher classification due to the extended absence of the incumbent (excluding holidays and vacation time) shall be considered working out of class after ten (10) consecutive working days in the higher classification. On the eleventh day, the employee so working shall be compensated 5% above the employee's current salary, but in no case shall the increased salary exceed the salary range of the new classification. The increase in pay shall be retroactive to the first day worked in the higher classification.

## **28.00.00 Volunteers/Contracting Out**

28.01.00 The County has an existing practice of using volunteers. Should the County intend to significantly expand the use of volunteers and as a result cause

the displacement of unit employees, the County will so notice the Union and upon request, meet and confer with the Union on the impact of the expanded volunteer use.

- 28.02.00 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.

## **29.00.00 Life Insurance**

- 29.01.01 The life insurance policy shall be \$25,000 per employee.

## **30.00.00 Dues and other Union Sponsored Benefit Program Deductions**

1. Pursuant to current law, the employer shall make deductions or reductions from an employee's salary or wages based on the certification from the Union that it has, and will maintain, an authorization, signed by the individual from whose salary or wages the deduction or reduction is to be made.
2. Deductions or reductions from salary shall begin or end with a payroll period based on the annual payroll schedule produced by the Siskiyou County Auditor's Office. If the certification is received after the cut off time for processing for a particular payroll period, any deduction or reduction will go into effect on the next available pay period. The employer may transmit such payment to the Union through electronic funds transfer (EFT) no later than thirty (30) days after the deduction from the employee's earning occurs. The County will process no more than 12 EFTs in a year.
3. Employee requests to change deductions or reductions from salary or wages to authorize dues/other deduction(s), or request to change status regarding such deductions, shall be directed to the Union rather than the employer. The employer shall rely on the Union's explanations in a certified list, submitted by a representative of the Union who has authority to bind the Union, regarding whether an authorization/change in deduction(s) has been requested by the employee.
4. Pursuant to current law, the Union shall not be required to provide the employer a copy of the employee's authorization unless a dispute arises about the existence or terms of the authorization.

5. The Union shall indemnify the employer for any claims made regarding such deductions and will defend the County in any such claim.
6. Violations of the Section of the MOU are grievable.

**Date Pertaining to Deductions:**

Upon request from the Union, the Employer shall produce to Operating Engineers Local Union No. 3, a malleable electronic file containing the following information:

1. Full name (first, middle, last, suffix)
2. Job Classification
3. Job type (full-time, part-time)
4. Bargaining unit
5. Pay Step
6. Pay Rate
7. Department
8. Division (sub code of the department)

**Regular Receipt of Bargaining Lists:**

It shall be Siskiyou County's responsibility, once notified by Operating Engineers Local Union No. 3, to provide a list of all current employees covered by this Agreement, which shall include each employee's name, home address, phone numbers (as noted in the County payroll system), work e-mail addresses (only if employee has a work e-mail), hourly rate of pay, hours worked. This list will include all employees newly hired, rehired, reinstated, transferred into or out of the bargaining unit, transferred between departments, promoted, reclassified, downgraded, placed on leaves of absence of any type including disability, placed on or recalled from layoff, separated (including retirement), added or deleted from preceding bi-monthly period.

**Protect Contract, Biographical and/or Demographic information of Unit members from third-parties:**

In order to protect bargaining unit employees from harassment or invasion of privacy, the employer shall immediately notify the Union of any third-party request for contact, biographical and/or demographic information about the bargaining unit employees. The employer shall promptly provide the Union a copy of the request and any materials submitted with the request.

The employer shall provide the Union at least ten (10) days to review the request and challenge the scope of the request prior to the employer responding to the request. The employer agrees to consider the Union's response prior to disclosing to the third party any contact, biographical, and/or demographic information about the bargaining unit employees.

The employer agrees that it will not create a report for a non-exclusive representative requestor that does not already exist. If the employer is required by law to furnish a non-exclusive representative requestor with a report, it agrees not to provide it in a malleable electronic format.

The employer shall not permit a non-exclusive representative to access bargaining unit members during working hours or in work areas.

The employer agrees that non-exclusive representatives are prohibited from soliciting bargaining unit members on the employer's property.

The employer agrees to adopt further safeguards against harassment of invasion of privacy by non-exclusive representatives, including but not limited to establishing filters in the employer's email system to block emails from non-exclusive representatives.

### **31.00.00 Pick-Up Trucks**

- 31.01.00 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 and the Director of Public Works.

### **32.00.00 Temporary Field Assignment/Subsistence**

All unit employees on temporary field assignment away from their established headquarters and residence are authorized to receive subsistence allowances. Employees should understand that the intent of a subsistence allowance is to equalize the out-of-pocket expenses of an employee on temporary field assignment as compared to the more stabilized living expenses when working in the vicinity of his or her residence. It is not intended that this subsistence allowance will completely reimburse the field employee for all out-of-pocket expenses incurred by him or her while on temporary assignment.

- 32.01.00 All unit employees on temporary field assignment away from their established headquarters and residence are authorized to receive subsistence allowances. Employees should understand that the intent of a subsistence allowance is to equalize the out-of-pocket expenses of an employee on temporary field assignment as compared to the more stabilized living expenses when working in the vicinity of his or her residence. It is not intended that this subsistence allowance will completely reimburse the field employee for all out-of-pocket expenses incurred by him or her while on temporary assignment.

- 32.02.00 A subsistence allowance in accordance with the County travel policy per day for meals, together with actual charges for lodging, will be authorized during

the period in which they are attempting to secure non-commercial subsistence facilities, such as house trailers, or rooms paid for at a weekly rate.

If less than three meals are charged in any day, the maximum that will be allowed will be in accordance with the County travel policy. Payment of such rate will be limited to the time it takes the employee to become settled, or the first fifteen working days of assignment, whichever is shorter. As soon as an employee is settled, they will receive a total subsistence allowance. A full per diem allowance will be paid for the first day of temporary field assignment and each day following with the exception that on the date of return to his or her headquarters the per diem allowance may be prorated based on the hours assigned.

Employees renting trailer space or lodging by the week will be allowed to request reimbursement for the rental for those days when the employee is not on work location but is paying rental during the assigned time. Original receipts will be required.

- 32.03.00 Employees on temporary field assignment may be granted subsistence allowance up to a maximum of three (3) calendar days when absent on sick leave, provided they remain at the job location. When expense allowance is granted to an employee while on sick leave, an explanation of the circumstances must be attached to the claim. Unit employees will not be allowed to claim any in-County travel reimbursement except in accordance with the County travel policy.

### **33.00.00 Physical Examinations/Drivers Licenses**

- 33.01.00 County will reimburse employees up to \$125.00 for the costs associated with a medical exam in order to maintain a commercial drivers' 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.
- 33.03.00 Should the County change mandatory license requirements during the term of this Agreement, it shall provide appropriate notice to the Union and, upon request, meet and confer prior to implementation of the license changes.

County will reimburse 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.

### **34.00.00 Protective Clothing**

- 34.01.00 During the term of this Agreement, the County shall provide laundered protective coveralls to all employees engaged in oiling, patching, and related activities likely to cause damage to the employee's work clothing. Coveralls shall be worn only when directed by the crew supervisor. Coveralls shall be new, safety orange, and of reasonable quality. Employees shall be responsible for laundering the coveralls. Any private use of the coveralls is prohibited. Coveralls shall be replaced on an as-needed basis as determined by the County. The County agrees to provide laundered coveralls to the mechanic unit members. The Department Head shall designate qualified members to receive coveralls.
- 35.02.00 The County shall provide rain gear for Unit employees on a replacement basis. The rain gear shall be County property. Employees shall utilize personal rain gear until such time as it requires replacement.

### **36.03.00 Boot Allowance**

The purpose of the boot allowance is for members to purchase safety shoes/boots. It shall be the employee's responsibility to purchase safety footwear.

The County will provide members with a \$150.00 stipend each fiscal year for the purpose of purchasing safety boots for work.

The stipend will be paid in the first full pay period of July each fiscal year for members who have passed probation (26 pay periods or one year).

For newly hired members, the stipend 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 were hired.

The Boot allowance Stipend will be considered safety allowance for CalPERS purposes and not reported as special compensation.

### **37.00.00 Coffee Breaks**

- 37.01.00 Employees shall be granted up to one (1) 15-minute coffee break for each one-half (2) shift of work. Breaks not taken shall not be accrued. The parties understand and agree that employees shall make reasonable efforts to schedule coffee breaks so as to minimize the disruption of the normal work schedule.

## **38.00.00 Layoffs**

### **38.01.00 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 Personnel Manager, shall make a determination of the classification (s) subject to layoff and the number of employees in the affected class to be laid off in accordance with the criteria specified in the following provisions of this memorandum of understanding.

Work schedules shall be planned to keep periodic or recurring layoffs to a minimum. Every effort will be made to transfer an employee to other departments at the discretion of the appointing authority when a position is open for which the employee is qualified.

### **38.02.00 Voluntary Layoff**

Layoff may be voluntary in the event an employee having more seniority, as defined below, elects, with department head approval, to accept layoff in lieu of the layoff of a less senior employee.

### **38.03.00 Order of Layoff by Status**

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

1. First, Extra help employees
2. Next, Probationary employees in inverse order of seniority
3. Next, Permanent full-time employees, based on seniority

### **38.04.00 Seniority Defined**

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

#### **38.04.01 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 prorating 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.

### **38.05.00 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**

### **38.06.00 Bumping Rights**

Bumping occurs when an employee, with seniority in a previously held class, bumps an employee out of a different classification in the same department.

The employee who is proposed for layoff has the right to bump an employee from another classification, if the employee proposed for layoff had previously obtained permanent status in the classification and **has more seniority (as defined 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 his/her request. The County shall grant the request, if the rules of this section are met.

n employee bumped out of a permanent position due to this section, shall also have the right to bump, per this section.

### **38.07.00 Transfer**

A transfer occurs when an employee proposed for a layoff moves to the same or different classification in a different department or a different class in the same department, when that classification is vacant.

The employee who is proposed for layoff may submit a written request to be considered for transfer into any vacant position in a classification for which the employee meets the minimum qualifications as provided in the job specification and as determined by the Personnel Officer provided such class has an equivalent or lower salary range. Equivalent salary range means a range with a maximum salary which is not more than the salary range for the class from which the transfer is sought. Approval of the appointing authority in that position is required, and the appropriate probationary period will be in effect.

If no vacancy exists in the same department, the employee has the right to transfer to a vacancy in the same or lower level classification previously held with permanent status county-wide. A more senior employee may displace the least senior employee in the same department in a classification previously held with permanent status.

### **38.08.00 Notification Process**

The County shall provide an employee with at least two (2) weeks prior notice and will make every attempt to provide for a longer notice period. A laid off employee shall keep the County informed of the mailing address and telephone number where he or she can be contacted.

If the County wishes to recall an employee and is unable to contact the employee via the U.S. mail to the last known mailing address within fourteen (14) calendar days, the County's obligation to recall the employee shall terminate. The County shall have no obligation to recall an employee after he or she has been on continuous layoff for more than two (2) calendar years. Should an employee not return to work when recalled, the County shall have no further obligation to recall him or her.

An employee reinstated to the same position or a position in the same class following layoff from the County will have his or her anniversary period extended by the same length of time as the duration of the layoff.

Each laid off employee shall be included in an interdepartmental re-employment list for all classifications with an equal or lower maximum salary in the class currently assigned or when permanency has been established.

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.

## **39.00.00 Completion of Negotiations**

39.01.00 This Memorandum of Understanding concludes negotiations on salary, fringe benefits, working conditions, and for all those items which may be part of the meet and confer process as required by California Government Code Section 3500 et seq., until commencement of the meet and confer process for the period beginning March 16, 2019 except for such conferences as may be necessary to interpret this Memorandum. The parties may, by mutual agreement in writing, agree to meet and confer about any matter during the term of the MOU

## **40.00.00 Effect of Prior Memoranda of Understanding**

This Memorandum of Understanding shall supersede and replace all prior Memoranda and this Memorandum of Understanding shall be the full, final, and only agreement between the County and the Union. It is the intent of the parties hereto that the provisions of this Memorandum of Understanding shall supersede all prior agreements and memorandums of agreement or understanding, or contrary salary, and or personnel resolutions, oral or written, express or implied, between the parties, and shall govern the entire relationship and shall be the sole source of any and all rights which may be asserted hereunder.

## **41.00.00 Ratification of This Memorandum**

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

## **42.00.00 Separability**

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

## **43.00.00 Terms of Agreement/Future Negotiations**

43.01.00 This Memorandum of Understanding shall be effective December 17, 2019 through December 16, 2021.

The start date for negotiations for a successor memorandum of understanding may commence as early as June 2021, at the request of the Union.

**Employer:**

County of Siskiyou

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Terry Barber,  
County Administrator  
County of Siskiyou

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Ann Merkle  
Personnel Manager  
County of Siskiyou

**Union:**

Operating Engineers Local Union No. 3  
of the International Union of Operating  
Engineers AFL-CIO

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Business Manager

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Vice President

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Treasurer

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Director, Public Employees Division

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Business Representative, Art Frolli

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Jim Cooley

---

Eric Egeline

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Charles Grey

---

Jesse Harris

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Garrett Richardson

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Roger Towne

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David White