

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
COUNTY OF SISKIYOU  
AND  
ORGANIZED EMPLOYEES OF SISKIYOU COUNTY**

**MISCELLANEOUS UNIT**

**April 5, 2016 through April 4, 2019**

**TABLE OF CONTENTS**

GENERAL PROVISIONS - DEFINITIONS ..... 1

AUTHORIZED AGENTS..... 1

EFFECT OF PRIOR MEMORANDUMS OF UNDERSTANDING ..... 2

RECOGNITION ..... 2

COUNTY RIGHTS ..... 2

ASSOCIATION RIGHTS ..... 2

BULLETIN BOARDS ..... 3

DISCRIMINATION ..... 3

STEWARDS..... 3

NON-DISCRIMINATION ..... 4

EMPLOYEE ORIENTATION..... 4

HEALTH AND LIFE INSURANCE ..... 4

COMPENSATION..... 5

BILINGUAL PAY ..... 5

RECOVERY TIME..... 6

DISABILITY INSURANCE ..... 6

RETIREMENT BENEFITS ..... 7

FLOATING HOLIDAYS AND VACATION ACCRUAL..... 8

SHIFT DIFFERENTIAL..... 9

STANDBY..... 9

MILEAGE REIMBURSEMENT..... 10

BOOK AND TUITION REIMBURSEMENT..... 10

LICENSE/CERTIFICATION FEE FOR CERTIFIED ALCOHOL & DRUG COUNSELORS..... 10

UNIFORM ALLOWANCE ..... 10

COMMERCIAL DRIVERS LICENSE..... 11

WORK OUT OF CLASS ..... 11

VOLUNTEERS/CONTRACTING OUT .....	12
HOURS OF WORK.....	12
REINSTATEMENT .....	12
GRIEVANCE PROCEDURE.....	12
REASONABLE ADVANCE WRITTEN NOTICE.....	14
LAYOFFS .....	15
HOLIDAYS .....	18
SICK LEAVE .....	19
BEREAVEMENT LEAVE .....	20
CATASTROPHIC LEAVE .....	20
MEDICAL LEAVE POLICY.....	20
FLEXIBLE WORK HOURS .....	21
OVERTIME, AND COMPENSATING TIME OFF .....	22
OVERTIME PAY - EXEMPT EMPLOYEES.....	23
FLEXIBLY STAFFED CLASSIFICATIONS .....	23
IRS-125 PROGRAM .....	24
PERSONNEL FILES.....	24
PROBATIONARY PERIOD.....	24
FAMILY LEAVE .....	25
EMPLOYEE RECOGNITION PROGRAM.....	25
EMPLOYEE PERFORMANCE EVALUATIONS.....	25
MEDIATION AND APPEAL OF DISCIPLINARY MATTERS .....	26
RELEASE TIME FOR NEGOTIATIONS AND MEDIATION .....	26
EMPLOYEE SUGGESTION PROGRAM .....	26
FLSA CLASS CHANGE.....	26
MILITARY LEAVE.....	26

AGENCY SHOP AND PAYROLL DEDUCTION.....27

SMOKING CESSATION .....28

BLOOD BANK DONATIONS .....28

PAY PARITY .....28

RECLASSIFICATIONS .....28

CONCERTED ACTIVITIES.....29

COMPLETION OF NEGOTIATIONS .....29

STATE MERIT SYSTEM LOCAL AGENCY PERSONNEL STANDARDS.....30

COMPLIANCE WITH MEMORANDUM .....30

RATIFICATION OF THIS MEMORANDUM .....30

SEPARABILITY .....30

TERMS OF AGREEMENT.....30

ATTACHMENTS.....30

- A. Permanent Part-Time
- B. 5.7 Light Duty
- C. 7.8 Military Leave

**Organized Employees of Siskiyou County (OESC)  
(Miscellaneous Unit)**

**Term  
April 5, 2016 – April 4, 2019**

This is a Memorandum of Understanding between the Miscellaneous Unit of OESC represented employees and the County of Siskiyou Board of Supervisors.

**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 Association: The term "Association" as used herein shall refer to Organized Employees of Siskiyou County.

01.03.00 Employee: The term "employee" as used herein shall mean all regular employees of the unit or units represented by the Association 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 AUTHORIZED AGENTS**

02.01.00 Authorized agents for the purpose of administering the terms and conditions of this Memorandum of Understanding shall be:

Representing the County of Siskiyou  
County Administrator  
P.O. Box 750  
Yreka, California 96097

Organized Employees of Siskiyou County, President  
PO Box 162  
Yreka, CA 96097

**03.00.00 EFFECT OF PRIOR MEMORANDUMS OF UNDERSTANDING**

This Memorandum of Understanding shall supersede and replace all prior Memorandums of Understanding, and this master Memorandum of Understanding and attachments shall be the full, final, and only agreement between the County and OESC. It is the intent of the parties hereto that the provisions of this

Memorandum of Understanding shall supersede all prior agreements and memorandums of 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.

**04.00.00 RECOGNITION**

Association Recognition. The employer hereby recognizes the Association as the only organization entitled to meet and confer on matters within the scope of representation for the above mentioned units provided that nothing contained in this MOU 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 it 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 ASSOCIATION RIGHTS**

06.00.01 Employees of the County shall have the right to form, join, and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employer-employee relations including but not limited to wages, hours, and other terms and conditions of employment.

Employees of the County also shall have the right to refuse to join or participate in the activities of employee organizations. No employee shall be interfered with, intimidated, restrained, coerced, or discriminated against by the County or by any employee organization because of his/her exercise of these rights.

## **06.01.00 BULLETIN BOARDS**

The Association shall be allowed by a County department in which it represents employees, use of available bulletin board space for communications having to do with official organizational business (meeting notices, etc.). Such use may not interfere with the needs of the department.

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

## **06.02.00 DISCRIMINATION**

The County shall not discriminate against Association members or Association represented employees due to employees engaging in protected activities.

## **06.03.00 STEWARDS**

06.03.01 The Association 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 Association as soon as they occur. The County shall recognize as Stewards only those employees named on the current list.

06.03.02 It is understood that a designated Steward may represent employees in other departments or units, however, Stewards from the Miscellaneous unit will not represent Management unit employees.

06.03.04 The maximum number of designated Stewards shall be eighteen (18). Except by mutual agreement of the parties, no more than one (1) Steward may assist in the processing of a specific grievance. Workload shall be rotated amongst Stewards.

06.03.05 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 Association, 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 Association shall agree upon a Release Time Request Form to be used by Stewards and supervisors or managers for this process.

06.03.06 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.

06.03.07 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.

06.03.08 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 present if he/she so requests.

06.03.09 Confidentiality shall be observed by both Stewards and supervisors or managers in processing and representation matters relating to pending or current disciplinary action.

06.03.10 Stewards shall not conduct Association business on County time, except as specifically authorized by this Memorandum of Understanding.

**06.04.00 EMPLOYEE LISTS**

Upon written request by the Association, the County shall provide the Association with listing of all employees in represented bargaining units; including both members and non-members, by Unit.

**07.00.00 NON-DISCRIMINATION**

07.01.00 Neither the County nor the Association shall discriminate against any applicant for employment on the basis of race, color, national origin or ethnic background, religious creed, medical condition, sex, age, disability, political opinion, legitimate Association activity nor lack of Association activity, or exercise of rights under this MOU.

**08.00.00 EMPLOYEE ORIENTATION**

08.01.00 The County agrees to inform new employees that a representative from the Association will provide Association information during the County's new employee orientation.

**09.00.00 HEALTH INSURANCE**

09.01.00 County contributes 80% of the CalPERS Choice premium to the employee's selection of CalPERS health plan option;

09.01.01 Effective April 10, 2016 County will contribute 85% of the CalPERS Choice premium to the employee's selection of CalPERS health plan option;

09.01.02 Parties agree to continue discussion regarding alternatives to CalPERS health insurance coverage during the term of this MOU.



09.01.00 **Dental Insurance.** The employee contributes \$5.00 per month toward dental insurance.

09.02.00 **Retiree Health Insurance.** For employees retiring during the term of this MOU, who elect to continue the County’s health and dental insurance, the County agrees to pay a monthly amount as determined by the Board of Supervisors toward the payment of the retired or retiring employee’s health and dental insurance premium. The parties agree to meet and confer, at either parties’ request, if it becomes legal for the County to pay its retiree health premium only after an employee has worked for Siskiyou County for a minimum of 5 total years.

09.03.00 **Vision Insurance.** The County agrees to maintain the Vision Service Plan A, for eligible employees and dependants,

09.04.00 **Life Insurance.** The County will maintain life insurance for Miscellaneous Unit employees covered by this agreement at \$25,000 per employee.

**10.00.00 COMPENSATION**

10.00.01 The parties agree the County is authorized to increase salaries of specific classifications during the term of this MOU without requiring a meeting and confer process.

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

5 <sup>th</sup> Step Hourly Rate	April 10, 2016	April 9, 2017	April 8, 2018
\$10.00 - \$20.00	3%	2%	1.0%
\$20.01 - \$24.00	2%	2%	1.5%
\$24.01 & above	1.5%	1.5%	1.0%

10.03.00 **Salary increases during MOU term.** The County will consider making salary adjustments to (including, but not limited to) the following classifications:

BH Specialist	Misc.
Animal Control Officer	Misc.
Eligibility Worker	Misc.
Admin Support Asst.	Misc.
Integrated Case Worker	Misc.
Social Workers	Misc.
Bus Driver	Misc.

#### **10.04.00 BILINGUAL PAY**

The County shall, upon the written recommendation of the department head, pay a differential of 5% for the ability to speak a language other than English fluently. The department must demonstrate a need for frequent and substantial use of that particular language. The employee must demonstrate the ability to communicate in that language fluently, and must respond to any request from the County to use that bilingual skill in the performance of County business. The employee shall be tested to determine the level of knowledge in that language, and such test shall be administered through the Personnel Office.

#### **10.05.00 BEHAVIORAL HEALTH-RECOVERY TIME**

Behavioral Health staff will be compensated for covering after-hour crisis work, in excess of three hours, during certain periods of time.

Any Behavioral Health employee (excluding extra-help) who perform after-hour crisis work (5150 responses at a medical facility or Jail/Juvenile Hall), who spend three hours or more working the hours between 9:00 p.m. & 8:00 a.m. on a Sunday - Thursday, will be granted a four-hour period of "recovery time", to be used the following work day only. This recovery time will be paid at the normal rate of pay. If this recovery time is not utilized the following work day, the time will be lost. Employee is responsible for leaving a voicemail message with their supervisor, informing them of their intention of using the "recovery time" and not reporting to work at their normal start time the next work day.

This 4 hour recovery time is in addition to any overtime earned during the 5150 response call and stand-by pay.

As an example, a BH Clinician who responds to a 5150 emergency call and spends the hours of 11:30 p.m. – 3:00 a.m. in a local medical facility, on a work night, would be able to utilize the 4 hours of recovery time, and not report to work the following day until 1:00 p.m. (assuming the normal workday is 8:00 a.m. to 5:00 p.m. with a one hour lunch between Noon – 1:00 p.m.). No leave balances would be used to cover these four hours of absence.

Effective **April 10, 2016**, classifications in Child Protective Services and Adult Protective Services shall be compensated and provided recovery time as described hereinabove.

#### **11.00.00 DISABILITY INSURANCE**

11.01.00 Long Term Disability. The County agrees to maintain in effect the County-paid long term disability insurance program for Unit employees. The program shall provide benefits of 60% of the employees' monthly salary subject to a maximum monthly benefit of \$4,000.00, with a 90-day elimination period.

11.02.00 Short Term Disability (STD). The County agrees to maintain in effect the following Short Term Disability Policy.

11.02.01 Eligibility. This STD program is only applicable to non-probationary permanent full time and part time members. STD payments will not exceed a 90 day period per calendar year, per employee.

11.02.02 Qualifying Event. Any eligible employee who experiences a non-industrial injury or illness may qualify for short term disability. A doctor's note must be submitted showing the first date disabled, the date expected to be back at work, and any related information. To return to work after a short term disability, a full doctor's release must be submitted, detailing any restrictions. If the doctor release is for less than full time duty, STD will still remain in effect for the hours missed from work. Once an employee is released to full duty, and reports to work, the STD benefit will end. A workers' compensation claim that has been filed will preclude receiving short term disability until that claim has been denied. An employee will be ineligible for STD if the doctor states that he/she will be unable to return to work on a permanent basis.

11.02.03 Use of Leave. Any eligible employee may use sick leave, vacation leave, or any other earned leave, in that order, to augment short term disability payments in order to receive a full paycheck. In no case may an employee receive more compensation than that of an eighty (80) hour pay period. STD payments will be based on the base salary of the employee at the time of disability. In no case may a part-time employee receive more compensation than the hours for which they are budgeted (i.e., a .50 FTE may not receive more than forty (40) hours of compensation per pay period).

11.02.04 Pay Periods. STD payment will be issued through Payroll, and will be included in your regular bi-weekly check. The payment will be fully taxable.

11.02.05 Elimination Period. An eligible employee who is disabled for more than 5 consecutive full working days or 40 hours whichever is least (paid holidays excluded) may apply for STD. For permanent part time employees the elimination period will be prorated based on the number of scheduled work hours (FTE). The date first disabled shall be determined by the "first date disabled" as stated on the doctor's note (see "Qualifying Event" above). An original completed claim form must be submitted to the CAO Department no later than thirty calendar days after the date first disabled to be considered timely. All claims received after this date will be denied.

11.02.06 Duration STD expires on the ninetieth (90) day of disability. This use must be taken in consecutive days. An employee must apply for long term disability coverage if the injury or illness is expected to last beyond ninety (90) calendar days. Contact the CAO office for additional information on Long Term Disability.

11.02.07 Maximum Rate. STD payments will be based on a maximum of fifty (50%) percent of the employees current base salary, at the time of injury or illness. STD earnings are not reportable to CalPERS as compensation.

11.02.08 Filing a Claim. All qualified employees may file a claim for STD using the attached form. The form must be submitted to the County Administrator's Office no later than thirty (30) calendar days after the date first disabled to be considered timely.

## **12.00.00 RETIREMENT BENEFITS**

12.01.00 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.

12.02.00 **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)

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

12.04.00 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.

12.04.00 The County agrees to allow for military service credit in accordance with CalPERS Code Section 21024.

## **13.00.00 FLOATING HOLIDAYS AND VACATION ACCRUAL**

13.01.00 **Floating Holidays.** Employees shall receive three (3) floating holidays. All full-time permanent employees on paid status as of January 1 of each year shall have twenty-four (24) hours credited to their floating holiday accrual. Floating holidays must be taken in the calendar year in which they are earned and requests to use a floating holiday shall have the approval of the employee's supervisor prior to usage. Permanent part-time employees who are employed on January 1 of each year shall have a pro-rata portion of the hours credited to their leave accrual pursuant to current County practice.

13.01.01 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.

**13.02.00 Vacation.** Employees shall be entitled to accrue and utilize vacation in accordance with County Personnel Policy Section 7.1 except as outlined below.

Vacation hours above the accrual maximum at the end of the calendar year will not be eliminated. Employees will be allowed to accrue above their vacation accrual limits (listed below) during the calendar year. Accrual maximums will be enforced, however, on the last day of the first full pay period in January of the new calendar year. Employees who, on the last day of the first full pay period in January, exceed the vacation maximum listed below shall not earn vacation until the vacation accrual is reduced to the limit allowed.

An employee may not accumulate more than 192 hours during the first 130 pay periods of continuous employment and shall not accumulate more than 272 hours of vacation after 131 pay periods of continuous employment.

**13.02.01** Employee requests for leave shall not be unreasonably denied, with the understanding that vacation leave approvals shall be made only when the needs of County operations are not adversely affected.

#### **14.00.00 SHIFT DIFFERENTIAL**

**14.01.00** The County shall pay a differential of 2.5% per shift, for compensation for shifts worked other than the daytime shift. In order to qualify for the differential at least 50% of the shift worked must be during the hours of 4:00 p.m. through 6:00 a.m. The entire shift will be compensated at the differential rate, including hours worked on a County designated holiday. The differential does not include call back assignments, or apply to vacation, sick, or other earned leave.

**14.02.00** The position of Janitor and Lead Janitor shall be provided a 5% shift differential. In order to qualify for the differential at least 50% of the shift worked must be during the hours of 4:00 p.m. through 6:00 a.m., including hours worked on a county designated holiday. The entire shift will be compensated at the differential rate. The differential does not include call back assignments, or apply to vacation, sick, holiday or other earned leave.

#### **15.00.00 STANDBY / CALLBACK PAY**

**15.01.00 STANDBY PAY** Eligible classifications will be designated and authorized by the Department Head in consultation with the Personnel Manager. While on standby status such employee shall remain at his/her home or any nearby location approved by the department head or the designee and shall be ready and able to respond to duty within fifteen (15) minutes of receiving a call to duty.

The determination of qualified for purposes of this section shall be made solely by the department head involved. Time spent in this standby status will be compensated at a rate as follows:

**Effective April 10, 2016**

Per Workday	\$45
Per Weekend Day	\$60
Per County Designated Holiday	\$75

*No Standby provided if on sick leave.*

15.01.02 Standby pay for nurse classifications shall be on a voluntary basis. If there are no volunteers, the Health and Human Services Director, or designee, shall designate an employee for standby.

15.02.00 Time spent on standby status will not be considered overtime for classifications eligible for overtime and will not be computed in determining total hours worked in the workweek for overtime purposes.

**15.03.00 CALL BACK PAY**

Employees duly called back to work and who "work" as a result of that call back (providing those hours are not contiguous to his/her normal work shift), shall receive a minimum of two (2) hours compensation on weekdays and three (3) hours compensation on scheduled days off, holidays and weekends. This time will be paid at straight time unless overtime is applicable in accordance with the provision of this MOU/FLSA.

**16.00.00 MILEAGE REIMBURSEMENT**

In accordance with the County travel policy, County employees utilizing their personal vehicle on County business shall receive reimbursement for mileage.

**17.00.00 BOOK AND TUITION REIMBURSEMENT**

The County shall maintain a book and tuition reimbursement program for all permanent Unit employees. Upon the approval of the County Administrator, employees will be reimbursed for the cost of books and tuition for pre-approved classes, courses, seminars, and conferences which would enhance their job skills or qualifications for promotion or transfer, up to a maximum of \$500.00 per employee per fiscal year. Total cost under this program shall not exceed \$10,000.00 per fiscal year. To be eligible for reimbursement, classes must be attended outside of the employee's normal working hours.

**18.00.00 LICENSE/CERTIFICATION FEE FOR CERTIFIED ALCOHOL AND DRUG COUNSELORS**

The County shall reimburse Certified Alcohol and Drug Counselors working in the Alcohol and Other Drug Program or a State Agency for County required certification license fees, up to the amount of Two Hundred (\$200.00) per year, or Four Hundred (\$400.00) every two years. If the license fee is over Two Hundred (\$200.00) a year or Four Hundred

(\$400.00) for every two years, the Auditor shall reimburse the employee up to Two Hundred (\$200.00) (or \$400.00 for two year period) after proof of payment.

The Auditor may pay license reimbursement claims to the employee or agency issuing license based on the County Department's authorized claim.

## **19.00.00 UNIFORM ALLOWANCE**

19.01.00 Communications Dispatchers, Senior Communication Dispatchers, Criminal Records Technicians, Civil Processor and the Fiscal Technician assigned to the Civil/Training Division will be required to wear a Polo shirt with embroidered logo, at all times.

19.02.00 Communications Dispatchers, Senior Communications Dispatchers, Criminal Records Technicians, Civil Processor and the Fiscal Technician assigned to the Civil/Training Division shall receive a Uniform Allowance of Four Dollars and Eighty One cents (\$4.81) per pay period (\$125.00 annually). Uniform Allowance is paid on a per pay period basis. Effective April 10, 2016, the uniform allowance shall be increased to \$225 annually, pro-rated on a pay period basis.

19.03.00 Newly hired employees shall receive Two Hundred Twenty Five Dollars (\$225.00) Uniform allowance payment. The payment represents an advance of the employee's first year's uniform allowance. Subsequent payments shall commence after the employee has worked a full year and will be appropriately pro-rated on a pay period basis.

### **19.04.00**

- a. A uniform allowance of \$225 annually, pro-rated on a pay period basis, shall be provided to employees in the classifications of Bus Driver and Animal Control Officer, effective the first full pay period following the agreement between the County and OESC as to what are the required items covered by this uniform allowance.
- b. Newly hired employees shall receive \$225 uniform allowance payment. This shall not become effective until agreement between the County and OESC has been reached in accordance with above. The payment represents an advance of the employee's first year's uniform allowance. Subsequent payments shall commence after the employee has worked a full year and will be appropriately pro-rated on a pay period basis.

19.05.00 The amounts payable under the Uniform Allowance are for the expressed purpose of providing for adequate funds for employees to purchase their own uniforms. The Association hereby acknowledges that the County has no obligation, past, present or future, to provide uniforms independently of payment of this allowance. Employees shall continue to be governed by applicable department policies in selecting the types of uniforms to be used.

19.06.00 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 uniform allowance is not considered "pensionable compensation."

#### **20.00.00 COMMERCIAL DRIVERS LICENSE**

20.00.01 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.

20.00.01 County will reimburse employees the additional costs of a Class A or B Drivers 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.

#### **21.00.00 WORK OUT OF CLASS**

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 eligible for the working out of class stipend 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, or step one (1) of the new classification, whichever is greater. The increase in pay shall be retroactive to the first day worked in the higher classification.

#### **22.00.00 VOLUNTEERS / CONTRACTING OUT**

22.01.00 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 Association and upon request, meet and confer with the Association on the impact of the expanded volunteer use.

22.02.00 In those instances where the County elects to contract out or has elected to contract out such work, activities, or services as determined to be in the County's best interest, and which do not displace any current, represented employee(s) the County shall not be obligated to provide any notice or any information to the Association.

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

#### **23.00.00 HOURS OF WORK/WORK PERIODS**

23.01.00 The standard work period for County employees shall be a seven (7) day period beginning on Sunday at 12:01 a.m. and continuing to Saturday at 12:00 a.m. (midnight), except as provided below.



23.01.02 Alternative work periods may be established by the Department Head with concurrence from the Personnel Manager and are fixed until further action from the Department Head with concurrence from Personnel.

23.02.00 For the purposes of computing fractions of hours worked, the time shall be computed to the nearest six (6) minutes.

23.03.00 For the purposes of computing overtime fractions of hours worked, the time shall be computed to the nearest six (6) minutes.

#### **24.00.00 REINSTATEMENT**

24.01.00 The County agrees that employees reinstated pursuant to County Personnel Policy, Section 6.4, within two (2) years of a resignation in good standing shall have seniority reinstated for purposes of County service for layoffs, leave accruals, salary step placement, etc.

#### **25.00.00 GRIEVANCE PROCEDURE**

Grievance and Complaint Procedures. The purpose of these procedures is to afford employees simple means of obtaining consideration of their grievance or complaint by informal means at the department head level and review of the department head's decision without the use of legalistic forms and procedures.

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

Excluded from the grievance procedure are performance evaluations and actions of the Board of Supervisors. This is not intended to limit the right of any employee or employee representative to approach the Board of Supervisors on any matter.

25.01.00 Procedural Steps: All grievances or complaints shall be filed on a form provided by the Personnel Manager under the following procedure:

##### Step 1: Immediate Supervisor

Each employee believing he or she has a grievance or complaint, before filing the same in writing, shall discuss his or her problem or complaint with the immediate supervisor in an attempt to resolve the matter as simply and informally as possible. Said grievance or complaint must be discussed with the immediate supervisor within fifteen (15) working days of the situation giving rise to the grievance or from the date the employee should reasonably have expected to know of the situation giving rise to the grievance or complaint.

If the grievance or complaint has not been resolved at the immediate supervisor level within ten (10) working days after the discussion, the grievance or complaint may be submitted to the next management level.

## Step 2: Appointing Authority/Department Head

If the grievance or complaint is not resolved under Step 1, it may be submitted to the appointing authority/department head. The grievance or complaint shall be submitted within fifteen (15) working days after the verbal decision of Step 1. Within five (5) working days after submission, the employee shall meet with the appointing authority or a designated representative, and within ten (10) working days after said meeting a written decision shall be delivered to the employee.

## Step 3 County Grievance Panel

If the grievance or complaint is not resolved under Step 2, it may be submitted to a County Mediation Panel within ten (10) working days of the employee's receipt of the above decision. The panel will consist of the County Administrator or his/her designee and the County Personnel Manager or his/her designee and two (2) representatives of the employee association. Within ten (10) working days after submission, the employee shall meet with the Mediation Panel and within five (5) working days after said meeting a written recommendation shall be delivered to the Personnel Manager. The Personnel Manager shall provide the employee and the appointing authority a written decision within five (5) working days after receiving the Panel's recommendation.

## Step 4 State Mediation

If the grievance or complaint is not resolved under Step 2/3, it shall be submitted to Personnel. Within five (5) working days after receipt the Personnel Manager shall contact the State Mediation and Conciliation Service and a mediation date will be scheduled at the soonest possible date.

## Step 5 (a) Board of Supervisors

If the grievance or complaint is not resolved under Step 4, it may be appealed to the Board of Supervisors. Such appeal shall be filed in writing with the Clerk of the Board of Supervisors within ten (10) working days from the time a decision was rendered in Step 4. The Clerk of the Board of Supervisors shall advise the Board of the grievance or complaint appeal within fifteen (15) working days. As soon as practicable thereafter, the Board of Supervisors shall hear the grievance or complaint in accordance with the rules for hearing established by the Board, and make a written decision which shall be binding on all parties involved.

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

25.03.00 If a County representative does not render a decision to the employee within the time limitations, the employee may, within five (5) working days thereafter, appeal to the next step in the procedure.

25.04.00 If the management representative does not feel he or she has the authority to resolve the grievance or complaint, the grievance or complaint may be referred to the next step in the procedure.

25.05.00 The Personnel Manager may temporarily suspend the grievance processing on a unit, division, department, or county-wide basis in an emergency situation. A formally recognized employee organization that represents employees in a unit that has had the grievance or complaint processing suspended may appeal to the Board of Supervisors.

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

25.07.00 Any grievance or complaint petition resolved at any step of the grievance procedure shall be final and binding on the County and the grievant.

25.08.00 Any grievance or complaint may be withdrawn by the grievant at any time, in writing, without prejudice.

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

This provision will supersede the grievance language in the Employer-Employee relations policy.

**26.00.00 REASONABLE ADVANCE WRITTEN NOTICE**

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

26.02.00 Reasonable advance written notice consists of a minimum of two weeks notice, prior to the placement of any issue on the Board agenda. Notice will be given for any item that comes under the scope of representation, including, but not limited to, reclassifications, new classifications, and new and/or revised policies. The Unit shall be given the opportunity to meet with appropriate management representatives prior to adoption.

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

**27.00.00 LAYOFFS**

27.01.00 **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.

27.02.00 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

#### 27.03.00 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 part time employees working less than 20 hours a week, based on seniority.
4. Next, Permanent part time employees working more than 20 hours a week, based on seniority.
5. Next, Permanent full time employees, based on seniority.

#### 27.04.00 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 provisions contained in these policies.

#### 27.05.00 COMPUTATION OF SENIORITY/SENIORITY CALCULATIONS

- a. Seniority shall be determined by the allocation of one employment service point for each month of continuous employment in a permanent position.
- b. For the purpose of this section, the computation of each month of continuous employment begins on the date of employee's appointment to a permanent position (which includes probationary period).
- c. Seniority of affected part-time employees shall be determined by pro-rating the service point based on the employees assigned (budgeted) full-time equivalency. Part-time employees shall receive a portion of a service point for each month of continuous employment. If the employee works 20 hours per week or is a .5 FTE they will receive one half of a service point per month of continuous employment. If the employee works 32 hours per week or .8 FTE they will receive .8 of a service point per month of continuous employment.

- d. A full-time or part-time employee shall be allocated ½ 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.

27.06.00 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.

27.07.00 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 in this section) 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.

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

27.08.00 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.

#### 27.09.00 NOTIFICATION PROCESS

The County shall provide an employee with at least twenty-one calendar days 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.

The County shall not remove any employee from a re-employment list due to his/her declining an offer of a job less than twenty (20) hours per week in a different geographic location from his/her previous position.

Whenever a reduction in work hours is approved by the Board, the employees occupying positions affected by the reduction in hours shall be subject to the provisions contained in this section.

Employees subject to reduced hours in excess of twenty-five (25%) percent of their normal work hours or reduction of the normal work hours to less than fifty (50%) percent of full time shall have the right to transfer and/or demote, subject to the provisions as stated in the Personnel Policies.

Employees subject to reduced hours of twenty-five (25%) percent or less of their normal work hours, and their normal work hours remain fifty (50%) percent or more of full time, shall not be subject to the provisions as stated in the Personnel Policies.

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.

27.10.00 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, however.

27.11.00 Layoffs for County job classifications covered by Merit System shall be administered in accordance with Local Agency Personnel Standards.

## **28.00.00 HOLIDAYS**

28.01.00 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, first Monday in September, November 11, Thanksgiving day, Friday following 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.

28.02.00 When a holiday set forth in this section falls on an employee's regularly scheduled day off, the employee shall either be paid an additional eight hours at straight time or assigned another day off during the pay period, at the option of the County.

28.03.00 When a day set forth in this section falls on a Sunday, the following Monday shall be a holiday. When a day 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 the County Personnel Policy, Section 7.2.

28.04.00 Employees required (not voluntary) to work an alternative work schedule (other than 8 hours per day) are eligible for holiday pay based on the employees current work schedule ( 9, 10 or 12 hours).

## **29.00.00 SICK LEAVE**

29.01.00 All employees of the Unit who occupy full time permanent positions shall be entitled to one working day of sick leave with pay for each month or major fraction thereof of actual service. Employees are eligible to use sick leave as it is earned. Such sick leave with pay shall be granted upon the recommendation of the department head in case of the bona fide illness of the employee. Sick leave with pay shall be held to include diagnostic treatment, dental procedures, and optician's services when performed by a duly licensed practitioner. 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.

In the case of illness extending beyond three (3) days duration, the employee shall furnish a certificate issued by a licensed practitioner. Such certificate shall be filed by the department head with the County Auditor concurrently with the biweekly payroll report. Such a certificate may be required for illnesses of less than three (3) days duration in cases of suspected sick leave abuse or for other legitimate reasons. It shall be the responsibility of the department head to deny the use of sick leave with pay in cases where there is substantial evidence of abuse of the sick leave privilege.

Except as otherwise provided by law no County employee shall be entitled to sick leave while absent from duty on account of any of the following causes: disability arising from any sickness or injury purposely self-inflicted or caused by his/her willful misconduct; sickness, or disability sustained while on leave of absence other than his/her regular vacation.

29.02.00 Employees shall be allowed to use sick leave for serious illness or injury to members of their immediate family. This paid leave may run concurrently with FMLA designated leave. The approval process shall be the same as that utilized for employee sick leave usage, including providing a certificate issued by a licensed medical practitioner verifying that the immediate family member is ill or injured when the illness or injury extends beyond three (3) days duration.

29.03.00 Immediate family shall mean the following individuals: spouse, registered domestic partner, child, parent, brother, sister, mother-in-law, father-in-law, daughter-in-law, son-in-law brother-in-law, sister-in-law, grandmother, grandfather, grandchild, loco parentis, persons living in the employees household as a family member; or a person for whom the employee provides in excess of 50% of his/her financial care and support.

29.04.00 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, however. In addition, any other employee who is separated from employment and rehired 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.

### **30.00.00 BEREAVEMENT LEAVE**

30.01.00 Department heads may authorize the use of up to five (5) days of earned sick leave to an employee attending or making arrangements for the funeral of an immediate family member. Immediate family shall mean the following individuals: spouse, child, parent, brother, sister, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, grandmother, grandfather, grandchild, loco parentis, persons living in the employee's household as a family member, or a person for whom the employee provides in excess of 50% of his/her financial care and support. Authorization shall be in conformance with the provisions of the County Personnel Ordinance.

Where insufficient sick leave is available to the employee for this purpose, compensatory leave and/or vacation leave may be granted. Where sufficient leave of this nature is unavailable, leave without pay may be granted in accordance with the provisions of the County Personnel Policy, Section 7.4.

### **31.00.00 CATASTROPHIC LEAVE**

31.01.00 The County and Association agree to maintain in effect the County's catastrophic leave program. Any changes to the policy are subject to the meet and confer process.



## **32.00.00 MEDICAL LEAVE POLICY / Family Medical Leave**

**Medical Leave will be authorized in accordance with the County's Family Medical Leave of absence policy 7.6 with the following exception:**

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 of ~~six months~~ 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 so

## **33.00.00 FLEXIBLE WORK HOURS**

33.01.00 The County allows flexible working hours when it does not reduce service to the public. Flexible working hours gives employees flexibility and helps create high morale. The department head or designee may approve flexible working hours for affected employees. Such approval shall be based upon the Department Head's affirmative recommendation and justified on a basis of economy and efficiency of service. Such alternate work hour schedule may be revoked by the Department Head or County Administrator or designee with a fourteen (14) calendar day notice (absent an emergency situation) and such revocation shall be based upon the needs of the departmental operations as determined by the Department Head, County Administrator, or designee. Such hours shall require the working of the normal number of hours. When a paid holiday occurs within a pay period, the alternate work hours shall be one of the following during the bi-weekly pay period:

4/10's work three ten-hour days for a total of thirty (30) hours and either work or take leave for two (2) hours.

9/80's during the forty-five (45) hour week, work one additional hour or take leave for one hour when the holiday falls during this period.

9/80's during the thirty-five (35) hour week, work one additional hour or take one additional hour of leave when the holiday falls during this week. When the holiday falls on the day taken off, take an additional eight hours off.

#### **34.00.00 OVERTIME, AND COMPENSATING TIME OFF**

34.01.00 Non-exempt (covered) full time employees shall be entitled to be compensated for hours worked in excess of forty (40) hours per week by either compensation time or pay at the rate of time and one half (1-1/2). No one shall be allowed to have a balance of more than 100hrs. Any Compensatory Time earned over the maximum shall be paid on the next bi-weekly paycheck with the exception of the following classifications within the Agriculture Department assigned to perform duties in the Tulelake/Butte Valley area: Agriculture & Standards Technician, Agriculture and Standards inspectors I & II, employees may exceed the max during the calendar year (up to 240 hours). CT hours remaining over one hundred (100) hours shall be paid to the employee no later than the first full pay period in April at the employee's rate of pay as of December 31<sup>st</sup>. The Department Head will notify payroll of the position(s) assigned to the Butte Valley/Tulelake area.

34.02.00 The form of overtime compensation shall be determined by the County.

34.03.00 Compensatory time off only may 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.

#### **35.00.00 FLEXIBLY STAFFED CLASSIFICATIONS**

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

35.02.00 Eligibility requirements include: the employee must have successfully completed the probationary period for the entry-level classification, have completed the time in the current classification as required for advancement to the higher level positions, and meets the minimum experience qualifications in the classification specification for the higher level classification. Experience within and outside County employment may be used.

The employee must be currently assigned the full range of duties associated with the higher level classification and demonstrating the potential to succeed at this level.

35.02.01 Employees will be flexed to the next highest class in the series as soon as they are eligible, unless Personnel is previously notified that the employee does not meet the above criteria.

**36.00.00      IRS-125 PROGRAM**

36.01.00      An IRS-125 program for unreimbursed medical expenses and childcare reimbursement shall remain in effect for the term of this agreement. (These maximums change based on the IRS, the county doesn't have discretion)

**37.00.00      PERSONNEL FILES**

37.01.00      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 employee's personnel file without the employee first given 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 information and response 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 30 days of reading and signing (or declining to sign) information being entered into the 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.

**38.00.00      PROBATIONARY PERIOD**

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.

38.01.00      The County will attempt to use the best possible methods, within the complete discretion of the supervisors and the County, to provide the probationary employee with appropriate training to perform the duties of the job satisfactorily.

38.02.00      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.

Employees shall remain eligible to utilize vacation after completion of 13 pay periods of employment.

38.03.00      A newly hired employee may be released 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.

All new employees will serve a one year probationary period.

An employee who is promoted shall serve a thirteen (13) consecutive biweekly pay period probation in the higher classification except as outlined below.

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 a 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.

38.05.00 During a probationary period an employee who had permanent status in a lower class shall be regarded as still having permanent status in that class.

38.06.00 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, in lieu of termination, to voluntarily demote back to the former class in which permanent status is held.

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

38.10.00 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 exceed twenty-six

pay periods.

**39.00.00 EMPLOYEE RECOGNITION PROGRAM**

39.01.00 The County and Association agree to maintain an employee appreciation program to recognize exceptional contributions by one or more County employees.

**40.00.00 EMPLOYEE PERFORMANCE EVALUATIONS**

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

40.02.00 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.

40.03.00 Other performance evaluations may be required under special circumstances.

**41.00.00 MEDIATION AND APPEAL OF DISCIPLINARY MATTERS**

41.01.00 Prior to the 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 voluntary, non-binding, advisory mediation step, utilizing the State Mediation Service. The initial appeal of disciplinary action shall be changed from 10 day appeal deadline to a 15 day appeal deadline.

**42.00.00 RELEASE TIME FOR NEGOTIATIONS AND MEDIATION**

42.01.00 Association members participating in a mediation panel shall be allowed reasonable County paid release time only for the time spent participating on the panel during regular working hours. Members participating in bargaining preparation as well as bargaining shall have reasonable release time.

**43.00.00 EMPLOYEE SUGGESTION PROGRAM**

43.01.00 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.

**44.00.00 FLSA CLASS CHANGES**

44.01.00 The County and Association agree FLSA exempt status for all classifications in the Bargaining Unit shall be determined by the Personnel Manager.

The Personnel Manager, as requested or necessary will review identified classifications (job duties & description) and will have the authority to change the FSLA exempt status in consultation with the respective Department Head. The Personnel Manager will provide notice of the change to the employee and Association Representative at least thirty calendar days prior to the date the status change is effective. An employee who is changed from exempt to non-exempt will no longer receive Admin leave and if an employee is changed from non-exempt to exempt they will be eligible for Admin leave as defined in this M.O.U.

**45.00.00 MILITARY LEAVE**

45.01.00 The County and the Association agree military leave will be administered in accordance with Section 7.1 Military Leave of the Personnel Rules as amended in Attachment C.

**46.00.00 AGENCY SHOP AND PAYROLL DEDUCTION**

**46.01.00 Representation Obligation.**

Association agrees that it has a duty to provide fair and nondiscriminatory representation to all employees in these Units.

**46.02.00 Agency Shop.**

The Association achieved Agency Shop through implementation of the MOU between the County and OESC Association. As a result, all employees in this unit must either join the Association and pay dues or pay a Fair Share Fee to the Association in lieu of Association dues as a condition of employment.

**46.03.00 Payroll Deduction.**

All employees classified in this Bargaining Unit shall complete the County approved form authorizing payroll deduction and return the form to the Payroll Office. Should an employee fail to provide a form authorizing a payroll deduction for Association OESC Dues or Fair Share Fee, the Association shall have the authority to pursue such payment directly or by other legal means. The County shall have no obligation to pursue payment. The County shall have no obligation to make a payroll deduction without an original signed payroll deduction form from the employee.

**46.04.00 Religious Objection.**

Any employee who is a member of a bona fide religion, body, or sect who has historically held conscientious objection to joining or financially supporting public employee organizations shall not be required to join or financially support the Association. Such an employee shall authorize a payroll deduction in an amount equal to the Fair Share to a non-religious, non-labor, charitable organization exempt from taxation under Section 501 (c ) (3) of the Internal Revenue Code. Payroll deductions under this section shall only be authorized for such organizations which have been approved by the County Auditor in

accordance with Section 3502.5(a) of the Government Code. Each person requesting exemption from payment of the Fair Share Fee under this provision shall file a claim with the Association on a form approved by the County. A claim for religious exemption must be filed within thirty (30) days of the hire date or other action bringing an employee into this Unit. Claims received after the thirty (30) day period will not be considered. Should an employee request an exemption from payment of the Fair Share Fee because he/she asserts he/she has become a member of a bona fide religion, body or sect which has historically held conscientious objection to joining or financially supporting public employee organizations, the employee must file a claim for religious objection within thirty (30) days on a form provided by the Association and approved by the County. The Association shall review all claims for religious exemption and notify the employee and the Payroll Office of approval or denial of the claim within thirty (30) days of receipt by the Association. An employee's sole remedy for reconsideration shall be with the Association.

#### **46.05.00 Financial Report.**

The Association shall maintain an adequate itemized record of its expenditures and financial transactions, and shall make available annually to the County and to the employees in classifications in these Units a detailed written financial report thereof in the form of a balance sheet and operating statement. Such financial report shall be made available within sixty (60) days after the end of its fiscal year and shall be certified as to its accuracy by a certified public accountant.

#### **46.06.00 Indemnify and Hold Harmless.**

OESC fully indemnifies and holds harmless and agrees to defend the County, its officers, agents, and employees acting on behalf of the County against any and all claims, demands, suits and from liabilities of any nature which may arise out of or by reason of any action taken or not taken by the County under provisions of this article.

#### **47.00.00 SMOKING CESSATION**

47.01.00 The County and the Association agrees to pursue smoking cessation programs for Association members.

#### **48.00.00 BLOOD BANK DONATIONS**

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

#### **49.00.00 PAY PARITY**

49.01.00 At the request of the Association, the County and the Association agree to meet and consult on Pay Parity issues. Meet and consult as used here is defined as meeting and exchanging ideas and information without the obligation on either party to reach agreement and the agreement to meet and consult in no way obligates the County to implement any pay parity issue.

#### **50.00.00 RECLASSIFICATIONS**

50.01.00 The County shall notify OESC with the name(s) of employee(s) subject to a reclassification request in an OESC bargaining unit. OESC will be given a minimum of a 30 day notice of the County's intent to take a reclassification to the Board of Supervisors with the opportunity to meet and confer on such reclassification if requested after receiving notice.

Reclassifications will be processed in accordance with County Personnel Policy Section 5.2.

The decision by the Personnel Manager as to whether an employee is properly classified or is to be reclassified including an increase or decrease in compensation is excluded from the grievance process.

Requests for reclassification may be made during the budget preparation process in the months of January through March.

## **51.00.00 CONCERTED ACTIVITIES**

51.01.00 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 Association 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 Employer, 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 Association or any member of the bargaining unit, the Association 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 Employer. If in the event of any work stoppage the Association promptly and in good faith performs the obligations of this paragraph, providing the Association has not otherwise authorized, permitted or encourages such work stoppage, the Association shall not be liable for any damages caused by the violation of this provision. However, the Employer 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 Employer shall also have the right to seek full legal redress, including damages, against any employee.

It is understood that employees so disciplined retain appeal rights under the County's Employer Employee Relations policies and California law.



**52.00.00 COMPLETION OF NEGOTIATIONS**

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 April 5, 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.

**53.00.00 STATE MERIT SYSTEM LOCAL AGENCY PERSONNEL STANDARDS**

53.01.00 In the event of a conflict between State Merit System Local Agency Personnel Standards (LAPS) and :

1. A provision of this agreement; or
2. The County's Personnel Policies

LAPS shall prevail and such conflict shall be resolved in favor of the specific LAPS provision.

53.02.00 When the County converts from Inter-Agency Merit System to Approved Local Merit Systems, utilizing County MOU and Personnel Rules applicable policies, 53.01.00 shall no longer be in force or effect.

**54.00.00 COMPLIANCE WITH MEMORANDUM OF UNDERSTANDING**

54.01.00 Upon ratification, the terms of this Memorandum of Understanding are binding upon the County and the Association. In the event of any violation of the terms of this Memorandum, responsible and authorized representatives of the Association 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 Association shall enforce the terms of this Memorandum on the part of its members.

**55.00.00 RATIFICATION OF THIS MEMORANDUM OF UNDERSTANDING**

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

**56.00.00 SEPARABILITY**

56.01.00 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.

**57.00.00 TERM OF AGREEMENT**

57.01.00 This Memorandum of Understanding shall be effective April 5, 2016 and remain in effect until Midnight of the 4th day of April, 2019.

**58.00.00 ATTACHMENTS**

58.01.00 The following policies are attached for reference: Permanent Part Time Employee Policy, Light Duty Policy, Military Leave of Absence.

Agreed to on this 5th Day of April, 2016 by:

  
\_\_\_\_\_  
Terry Barber, Representative  
Siskiyou County Board of Supervisors

  
\_\_\_\_\_  
Ann Merkle  
Personnel Manager

  
\_\_\_\_\_  
Teresa Scott OESC President

  
\_\_\_\_\_  
Diane Olson, OESC Treasurer

  
\_\_\_\_\_  
OESC Negotiation Team Member

  
\_\_\_\_\_  
OESC Negotiation Team Member

# Attachment A

## COUNTY OF SISKIYOU POLICIES REGARDING PERMANENT PART-TIME EMPLOYEES

This policy applies to all permanent part-time County employees.

1. Permanent part-time is defined as an employee working twenty (20) or more hours a pay period but less than eighty (80) hours a pay period. Employees working less than twenty (20) hours a payroll period will not be considered permanent part-time employees and this policy does not apply to them.
2. Permanent part-time employees are eligible to be members of the bargaining unit to which the classification has been assigned. If a member of that bargaining unit, the permanent part-time employee is eligible to receive the same type of benefits that the permanent part-time classification would receive.
3. All benefits for permanent part-time employees will be prorated based on the number of hours worked. Benefits may include, but are not limited to: vacation leave, sick leave, earned time, holidays, administrative leave, medical wellness contribution, bereavement leave, long- and short-term disability, medical and wellness benefits, deferred compensation, life insurance, and other benefits.
4. Permanent part-time employees working less than forty (40) hours per payroll period will be eligible to participate in the County health plan but will be responsible for paying the full cost of that plan. Permanent part-time employees working forty (40) or more hours per payroll period will be eligible to participate in the County health plan and the cost paid by the County will be prorated based on the number of hours worked. Permanent part-time employees can waive health insurance coverage based on criteria established by the Health Insurance Committee.
5. Permanent full-time employees who are reduced, voluntarily or involuntarily, to less than eighty (80) hours per payroll period will be subject to a proration of benefits according to this policy, including health and other benefits.
6. Permanent full-time employees who, voluntarily or involuntarily, are placed in permanent part-time status in lieu of a layoff, will not be moved to extra help status. Employees moved from full-time to part-time status in lieu of a layoff will retain seniority for purposes of layoff procedures, and will continue to receive full benefits as if they were in that full-time status (only the hours will be reduced). Once the budget situation which forced the layoff and reduction in hours to occur has passed, the employee will either be returned to full-time status or will be converted to a permanent part-time status and will be subject to a pro-ration of benefits according to this policy, including health and other benefits.

Revised February 1, 1998

# Attachment B

Board Approved: 07/02

Revised:

## 5.7 Light Duty

**PURPOSE:** To establish a policy for allowing regular full-time and regular part-time employees to return to work while recovering from an injury or illness.

### **STATEMENT OF POLICY:**

The County strongly feels that it is in the best interest of both the recovering employee and the County to have the employee return to duty as soon as is medically possible. Employees who are capable of working at some level in some capacity following an injury or illness, whether such injury occurred on or off duty, may be assigned to work. When appropriate and applicable, an employee may be returned to light duty, or modified duty, when the nature of the injury is such that the employee is expected to return to full, unrestricted duty in his or her original position. It is important to remember that there may be no light duty available, and that the individual capabilities of the employee determine what duties he or she can accomplish. The determination of the assignment shall be made, adjusted, and terminated by the Personnel Officer in consultation with the department head and Risk Management. Guidelines from the Americans with Disabilities Act also will be followed when applicable.

If light duty is deemed appropriate, the light duty assignment need not be necessarily confined to the employee's specific department. A review of the doctor's release to return to work, the employee's capabilities, and the needs of the County may result in assignment to another department.

The County will write a memorandum to the employee, including limitations as indicated by the treating physician, the nature of the light duty, and restrictions placed by the County. Under no circumstances shall an employee be returned to any light duty position without this memorandum. The first light duty assignment will not exceed sixty (60) calendar days. Directions to the employee, including limitations as indicated by the treating physician, the nature of the light duty, and restrictions placed by the County shall be written at the beginning of the light duty and at thirty (30) calendar days. It shall be the responsibility of the department head to ensure that all mandates of the restrictions are enforced.

The light duty assignment may be extended up to one hundred and twenty (120) calendar days with express approval of the Personnel Officer. Light duty may be extended beyond one hundred and twenty (120) calendar days if approved by the Personnel Officer.

Medical reports from the treating doctor shall be submitted by the employee to the Personnel office on a monthly basis. Reports shall include:

- 1. The last time employee was evaluated by physician completing report.
- 2. Condition of the employee as of the date of the report.
- 3. Prognosis for a full and complete recovery of the employee.
- 4. Status of light duty.
- 5. Specific limitations and conditions of light duty employment.

Should this report not be submitted monthly, the conditions of light duty employment may be revoked. Light duty employees are required to follow the restrictions indicated on the physician's release to return to work.

When the light duty assignment is within another County department, the same rate of pay and classification will apply to the light duty employee. Salary costs will be borne by the department in which the employee is working light duty.

Prior to returning to regular duty from a light duty assignment, the employee shall submit a written acknowledgment from the treating physician that the physician has received a copy of the employee's job description and duties and that the employee is able to perform those duties. Any restrictions that may attach to the release shall not prevent the employee from performing the essential job functions assigned to the employee's position.

# Attachment C

Board Approved: 07/02

Revised: April 2016

## 7.8 Military Leave of Absence

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**PURPOSE:** To establish procedures for requesting and accounting for leaves of absence by employees of the County for participation in obligations with the United States Armed Forces.

### STATEMENT OF POLICY:

1. Application: This policy applies to all County employees who are affiliated with the United States Armed Forces, National Guard, or Coast Guard.

2. Employer's Responsibilities:

A. The County is obligated to release employees for service with the Armed Forces when the employee participates in:

- 1) Annual Training (Summer Camp)
- 2) Active Duty Training (encampment, naval crisis or special exercise, by order)
- 3) Inactive Duty Training Assemblies (Weekend drills)
- 4) Extended leave of absence for voluntary active duty service (Enlistment)
- 5) Involuntary call-up

Military leave of absence shall result in no loss of seniority status or benefits which would have normally accrued if the employee had not been absent for such purposes.

B. The County is obligated to grant Military Leave with pay to the employee for absences not exceeding thirty (30) calendar days per fiscal year. The County will not require the employee to use normal annual leave (accrued vacation) for such purposes. The employee may, however, request use of vacation, compensatory time, or leave without pay to supplement absences exceeding those covered by the thirty (30) day Military Leave allowance.

C. An employee who is called to service with the armed forces of the United States or the California National Guard is eligible for reinstatement in his or her position upon completion of service, providing that the application is made within ninety (90) days after the end of such service, and service was not voluntarily extended.

D. The County will make a reasonable effort to adjust work schedules and assignments to accommodate employees fulfilling military obligations.

- E. An employee promoted or hired to fill a vacancy created by a person on military leave is appointed to the position subject to the return of the absent employee. Upon such return, a promoted employee is restored to his or her original position or an equivalent position. A replacement employee is subject to layoff if no other position is available.
  - F. In the event an employee is called up for federal active duty for other than training purposes, the employee may retain his or her current level of health care benefits including those for dependents enrolled in the County health care program for a period of three hundred ninety-five (395) days with both the County and employee portion of the health care premiums to remain at the negotiated rates as provided in the applicable MOU.
  - G. Inactive duty training assemblies (such as weekend drills or regularly scheduled meetings): Employees who are required to attend inactive duty training, such as monthly weekend drills and/or regularly scheduled meetings that coincide with their regular working days, shall have the option of using any previously earned vacation or compensatory time, or being placed on voluntary time off without pay for such periods of time.
3. SUPPLEMENTAL PAY: Resolution No.01-216 shall apply to certain military leaves of absence (copy attached).
4. Employee's Responsibilities:
- A. The employee is responsible to provide to his or her department head copies of all military orders which will result in a leave of absence for active military duty or active duty training or inactive duty training, encampment, naval crisis or special exercises as soon as possible. Orders must specify the duties of absence, promulgation authority, letter order number, and signature of issuing authority. Employees are required to notify their supervisors at the earliest possible date upon learning of scheduled military duty.
  - B. Employees who fail to return to work on the date specified in the leave request without receiving an extension in advance are subject to disciplinary action.
  - C. Inactive duty training dates (weekend drills) should be provided to the department head or supervisor as soon as available if the dates conflict with scheduled employment with the County. Notice of trainings are required to be provided to their supervisor.
  - D. Extended leave of absence exceeding a fifteen (15) calendar day allowance will be pursuant to the policy on LEAVE OF ABSENCE WITHOUT PAY.
5. Accounting Procedures:
- A. All military leaves will be processed through the Personnel office.
  - B. Military Leave--fifteen (15) calendar day military leave allowance--will be accounted for in increments of twenty-four (24) hour periods (from 0100 hours to 2400 hours).
  - C. It is the responsibility of the department to track the use of military leave on the employee's monthly time card.