

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
MISCELLANEOUS/CLERICAL & ROAD UNITS
AND
THE COUNTY OF SIERRA

December 1, 2005
to
June 30, 2008

SECTION 1 - PREAMBLE

1.1 PARTIES

This Memorandum of Understanding is entered into by and between the County of Sierra, a political subdivision of the State of California, (hereinafter referred to as the "County"), and the Sierra County Miscellaneous/Clerical and Road Bargaining Units, represented herein by the Operating Engineers Union Local No. 3, Public Employees Division, AFL-CIO, (hereinafter collectively referred to as the "Union" or "Bargaining Units" as the context requires).

1.2 PURPOSE

It is the purpose of this Memorandum of Understanding (hereinafter referred to as the "MOU") to achieve and maintain harmonious relations between the County and the Union, to provide for equitable and peaceful adjustment of the differences which may arise, and to establish wages, hours, and other conditions of employment.

This MOU is further intended to address matters that are subject to collective bargaining pursuant to provisions of the Myers-Milias-Brown Act (Government Code 3505 et seq.) as to all of the employees that have been previously designated as represented by the Union (under Resolution No. 95-276, and any amendments thereto). This MOU supercedes all previous MOUs as executed by and between the parties.

SECTION 2 - RECOGNITION

2.1 EXCLUSIVE REPRESENTATIVE

The County recognizes the Union as the exclusive bargaining agent for all County employees in the Miscellaneous, Clerical Unit and Road Units in accordance with County Resolution No. 95-276.

2.2 NEW OR RECLASSIFIED POSITIONS

All new full-time positions and/or the full-time reclassified positions, other than those in the Sheriff's office, those designated as peace officers and those designated by County as Management, shall be deemed to be within the Miscellaneous/Clerical or Road Units; provided however, that in the event that the County wishes to make any other assignment, the County and Union shall meet as necessary for the purpose of discussing assignment to a bargaining unit. Such assignments to a bargaining unit shall be made by the County only after meeting and conferring with the Union in advance of any such decision.

SECTION 3 - UNION RIGHTS

3.1 MEETINGS

- (a) **EMPLOYEE CONTACT.** Union representatives shall have the right to contact individual employees working within the bargaining unit on matters of Union business. Contact may be made at the work site of the employee during normal business hours with prior approval of the employee's supervisor. Such contacts shall be kept to a minimum in order not to unreasonably interrupt County business. Such approval shall not be unreasonably denied.
- (b) Any authorized representative of the Union shall be permitted to conduct employee meetings on matters within the scope of representation, in County facilities, before and after shifts and during meal periods providing that reasonable notice be given to the Department Manager or designee in advance.
- (c) The Union shall have use of County facilities for meetings of off duty employees and the Union, provided that the Union has requested the facility reasonably in advance of the meeting and has received approval of use from the department in charge of the facility, on the same basis as other organizations. In no case shall County offices or facilities containing sensitive or confidential information or equipment be used.

3.2 COMMUNICATIONS

The Union shall have the right to reasonable use of space on County bulletin boards and the County mail system. The Union shall have use of the County telephone system to communicate with departmental employees provided that the Union pays all costs of such use.

3.3 EMPLOYEE LABOR RELATIONS TRAINING

Two (2) Union members from each unit shall be allowed one (1) day off with pay and benefits each year to attend training regarding labor and employee-employer relations. The two employees in each unit shall be designated by the Union, which shall notify the County at least thirty (30) days prior to the date of such training. The County shall not be responsible for any travel and per diem costs relating to such training

3.4 DISCRIMINATION

The County agrees not to discriminate against any employee for his/her activity on behalf of, or for his/her membership in the Union, provided however, such activity is conducted in accordance with the County Code and with any MOU in effect between the Union and the County. This shall not affect the right of County to discipline employees for cause in accordance with the County Code.

3.5 AGENCY SHOP

Pursuant to the provisions of Government Code Section 3502.5, upon certification of majority support of the employees in the bargaining unit, the employer shall agree to implement an agency shop consistent with the provisions of Section 3502.5. Such certification may consist of any of the following:

- (a) Voluntary membership of at least seventy-five percent (75%) of the eligible employees in the bargaining unit,
- (b) A petition signed by at least a simple majority (fifty percent plus one) of the eligible employees in the bargaining unit, or
- (c) The approval of at least a simple majority (fifty percent plus one) of the employees who cast ballots in a secret ballot election conducted in accordance with Section 3502.5 in favor of an agency shop.

SECTION 4 - MANAGEMENT RIGHTS

The County shall have the exclusive right to determine the merits, necessity and organization of any service or activity of County Government all as set forth in the County Code and/or under State law. Unless the state law, County code or this MOU expressly require the exercise of any right or power affecting employees to be made expressly require the exercise of any right or power affecting employees to be made subject to meeting and conferring with the union, all such rights and powers are expressly reserved to management. Management rights as set out in Section 3.07.020 of the Sierra County Code as it exists on the date of the execution of this MOU, are rights, which may be exercised by County without meeting and conferring with the Union. Upon adoption a new personnel code by County, the management rights in said Section 3.07.020 shall be reincorporated into the new personnel code.

SECTION 5 – COMPLETE AGREEMENT AND WAIVER

5.1 COMPLETE AGREEMENT

The parties acknowledge that they have had an opportunity to meet and exchange proposals pursuant to the collective bargaining statutes and county policies and that this agreement represents the complete agreement of the parties made pursuant to that bargaining process. The parties further acknowledge that neither party shall have an obligation to negotiate regarding the actual amount of the wages and benefits as expressly covered by Sections 6.1, 6.2, 6.3, 7, 8, and 9 during the term of this agreement except as may be required by law or as may be subsequently mutually agreed to by the parties.

Except as to the foregoing matters and any other matter expressly excluded by this Agreement from further meet and confer requirements during the term hereof, nothing herein shall preclude either the County or the Union from submitting to the other party for negotiations during the term of this Agreement any other matter that is subject to their respective meet and confer obligations.

SECTION 6 - SALARY AND BENEFITS

6.1 SALARIES

6.1.1 SALARY SCHEDULE

Salaries for classifications covered by this agreement shall be as set forth in Appendix A.

6.1.2 BASE SALARY FOR 2005-2006

For the fiscal year of 2005-2006, effective on the first day of the month for the month in which the MOU is fully signed, the salary for all employees who are within the Bargaining Units that are parties to this MOU shall be as shown in Appendix A.

6.1.3 BASE SALARY FOR 2006-2007

For the fiscal year of 2006-2007, effective July 1, 2006, the salary for all employees who are within the Bargaining Units that are parties to this MOU shall increase by 3%.

6.1.4 BASE SALARY FOR 2007-2008

For the fiscal year of 2007-2008, effective July 1, 2007, the salary for all employees who are within the Bargaining Units that are parties to this MOU shall increase by 3%.

6.1.5 SHIFT DIFFERENTIAL PAY

Any employee, who works a scheduled work shift during the hours of 7:00 P.M. and 7:00 A.M. shall receive additional pay for the hours worked during such period. The compensation paid for the shift period from 7:00 P.M. to 7:00 A.M. shall be called the "shift differential pay". For each shift during which a regular full-time employee works during shift differential hours, such employee shall receive shift differential pay for such shift differential hours worked between 7:00 P.M. and 7:00 A.M, so that the employee's compensation for such time amounts to one hundred and five percent (105%) of such employee's regular hourly rate.

6.2 HEALTH INSURANCE

6.2.1 HEALTH INSURANCE

The County will be entitled to select the health care program/provider.

Until the County enrolls the County employees in some other health insurance program selected by the County, the County shall maintain health insurance under the plan or plans selected by the employees as provided by Operating Engineers. Effective January 1, 2006, the cost of health insurance for the three plans offered by Operating Engineers shall be as shown on Appendix "B", attached hereto.

To facilitate County's desire to enroll in a new health insurance program, Union shall secure, both in its own name and in the name of the Operating Engineers Trust Fund, an appropriate letter or letters to Blue Cross, to CSAC-EIA and to whom it may concern waiving any objection, conflict or policy that may otherwise exist that would limit or otherwise obstruct the County from being able to join in the CSAC-EIA or any other health insurance programs administered by Blue Cross, under what is referred to as the "blue on blue rule".

The County shall contribute the following amounts to the cost of health insurance during the term of this Agreement with the employees being individually responsible for the cost of health insurance in excess of the following:

- (1) During the 2006 calendar year, County contribution will be \$850 per month;
- (2) During the 2007 calendar year, the County will increase its contribution by fifty percent (50%) of the cost of any increase in the health insurance plan that is effective during that year, up to a maximum increase of \$75 for that year (2007) so that the total contribution during that year will not exceed \$925;
- (3) During the 2008 calendar year, the County will increase its contribution by fifty percent (50%) of the cost of any increase in the health insurance plan that is effective during that year, up to a maximum increase of \$75 for that year (2007) so that the total contribution during that year will not exceed \$1000.

Permanent part-time employees working less than full-time will have the portion of the County contribution reduced in proportion to the percentage of full-time employee (FTE) worked by the respective employee and the employees shall pay the remaining portion of the cost of any of said health insurance plans.

The employees' share of health insurance payments shall be withheld by the County from

each employee's paycheck, in equal amounts from the first two paychecks in any month.

To the extent permitted under the insurance program selected by the County, employees will be given the opportunity to decline insurance based upon the employee having insurance from another source (i.e., spouse fully insured as employee of another] entity) and receive ½ of the County contribution then in effect, as additional compensation per month. In any case in which an employee declines coverage, a certificate to that effect may be required by County on a form to be provided, stating that the employee has an alternative form of health insurance coverage - i.e., spouse, other group coverage, private insurance.

6.2.2 SELECTION OF HEALTH INSURANCE COVERAGE & BENEFITS

The decisions as to the health insurance plan coverage and level of benefits for the employees shall be made by the employees based the plan and benefit options offered by the health insurance program/provider selected by the County.

6.2.3 PROVISIONS OF HEALTH INSURANCE PLAN

The Health Insurance provider selected by the County may require that each employee in the represented bargaining unit be enrolled as a member of the plan, as a condition of employment.

6.2.4 HEALTH INSURANCE FOR OTHER EMPLOYEES

During the time that the County maintains health insurance through Operating Engineers Trust Fund, all non-represented County employees and elected officials shall be offered the opportunity to participate in any of the health and welfare plans, including without limitation the plans that may be provided by Operating Engineers.

6.2.5 RESPONSIBILITY FOR HEALTH INSURANCE PREMIUMS UPON EXPIRATION OF MOU

In the event that the parties fail to enter into a new MOU prior to the expiration of the current MOU, the County shall continue to pay for health insurance premiums as set forth in Section 6.2.1, until a new MOU is adopted or the parties fail to reach an agreement on a new MOU following the meet and confer process.

6.3 LIFE INSURANCE

During the term of this MOU, County shall continue to pay the full monthly premium for Life Insurance for each Unit member that is party to this MOU for \$30,000 coverage. In the event that the parties are unable to negotiate a successor agreement by June 30, 2008, the County shall continue to provide this benefit until negotiations are completed, or through the date of October 31, 2008, whichever occurs first. County reserves the right to change the insurance carrier

selected to provide life insurance.

SECTION 7 - RETIREMENT

7.1. PUBLIC EMPLOYEES RETIREMENT SYSTEM

The County is a member of the California Public Employees Retirement System. The County participates, by contract, in the Public Employees Retirement System (PERS).

7.2 PERS CONTRIBUTION

The County will pay the employees total contribution to PERS, not to exceed eight percent (8%) of the employee's gross pay. The County also participates in the federal social security system.

7.3 2.7% AT 55 FOR MISCELLANEOUS EMPLOYEES

The County agrees to continue the 2.7 percent (2.7%) at age 55 benefit for employees enrolled in the PERS miscellaneous employee plan.

7.4 MILITARY SERVICE CREDIT

The County agrees to continue to provide Section 21024 (Military Service Credit as Public Service) and Section 21027 (Military Service Credit for Retired Persons) for the employees enrolled in the PERS miscellaneous employee plan.

7.5 PERS CONTRIBUTION AS COMPENSATION

The County's payment of the employee's contribution to PERS will be reported as compensation for PERS reporting.

SECTION 8 – HOURS OF WORK

8.1 WORK SCHEDULES

- (a) Standard Schedule: The standard schedule shall be the regularly assigned hours of work of an employee and may include time worked under a flexible schedule that is mutually agreed upon by the Department Head and the employee. Overtime shall be as set forth in Section 3.08.070 of the new County Personnel Code.
- (b) Flex Schedule: Time worked in excess of eight (8) hours during a twenty-four (24) hour day that is due to a flexible work schedule, which schedule is mutually agreed to between the employee and the Department Head, shall not be counted as time actually worked for the purpose of determining whether an employee is

entitled to overtime. In such case, overtime shall be computed as the time in excess of forty (40) hours that an employee actually works in a one (1) week period.

- (c) Only the Department Head or in his or her absence, the Assistant Department Head may authorize and instruct an employee to work overtime.

8.2 OVERTIME COMPENSATION

Overtime shall be computed on the basis of the actual hours worked in excess of an employee's schedule. For regularly scheduled employees working an eight (8) hour day and forty (40) hour work week, overtime is the time in excess of eight (8) hours on any given day or forty (40) hours in a work week. For regularly scheduled employees working a ten (10) hour day and forty (40) hours in a work week, overtime is the time in excess of ten (10) hours on any given day or forty (40) hours in a work week. For employees working an alternative schedule, which schedule is mutually agreed to between the employee and the Department Manager, overtime is the time in excess of forty (40) hours per week, with the weekly pay period running from Sunday through Saturday. Overtime of less than fifteen (15) minutes in excess of the regular workday shall not be computed, nor shall such periods be accumulated for the week. Overtime, if more than fifteen (15) minutes in excess of a regular workday, shall be computed to the nearest one-half (1/2) hour.

Subject to the limited "emergency" exceptions set forth below, overtime may only be earned with the prior written approval of the employee's Appointing Authority, or the Appointing Authority's designated representative. Employees cannot on their own decide to earn overtime. Overtime may be authorized only when it is not possible to adjust staffing patterns and/or employee work schedules to provide essential staffing in the following types of circumstances:

1. Situations where overtime may be authorized:
 - (i) The unexpected absence of an employee whose position must be filled to avoid a disruption of services or to avoid loss of funding.
 - (ii) The necessity of performing an unexpected heavier-than-normal workload to avoid disruption of necessary services.
 - (iii) Situations that are uncontrollable emergencies.
 - (iv) Attendance at agency directed meetings/conferences, provided that the total overtime authorized is pre-approved by the Appointing Authority. Overtime may not be earned for employee-initiated attendance at seminars, etc.
2. Emergency situations qualifying for retroactive approval.

In the face of a bona fide emergency involving risk to life, health or property, the response to

which emergency falls within the reasonable scope of the employee's job description, an employee may work overtime on such bona fide emergency situation without prior written authorization, provided that:

- (i). such overtime is reported to the supervisor or Appointing Authority at the earliest opportunity; and
- (ii). the overtime is ratified by the Appointing Authority not later than 72 hours after the overtime was accrued.

8.3 COMPENSATORY TIME

At the employees discretion approved overtime may be taken as compensatory time paid at the rate of one and a half times their hourly rate. Compensatory time shall not accrue above 120 hours for any employee. Once an employee accrues in excess of 120 all approved overtime earned shall be paid at one and a half times their hourly rate. The County reserves the right to cash out all or a portion of accumulated hours in excess of 80 hours during November of each year.

8.4 PAYMENT UPON TERMINATION

Any terminating employee shall be entitled, at the next regular pay period after termination, to cash payment equal to the dollar value of any overtime or compensated time off accumulation

SECTION 9 – STANDBY AND CALL BACK PROVISIONS

9.1 STANDBY DEFINED

"Standby" means that the employee is immediately available to be reached by telephone at a current working telephone number provided to the employee's Department Manager or the latter's designee, and that the employee can and will report to work within a maximum time of 15 minutes from being called. As an alternative to telephone contact availability, the standby employee may utilize a "pager" if, at the option of the County, the latter is provided to the standby employee and the employee remains in pager communication range.

9.2 EMPLOYEE RIGHTS

No representative of the County management shall require or imply that a bargaining unit employee is to remain available during off duty hours in order to receive a call to return to work unless expressly assigned, in writing, to "standby duty" by the management of the County Department. Prior to assigning any such personnel to "standby duty" the Director of the Department shall, if he or she so elects to do so, establish a formal policy providing for standby duty and notifying employees that they may, thereafter, be assigned to standby duty. The adoption of such a standby policy shall not be subject to any further meet and confer obligations.

No employee who is not on "standby" status may be disciplined for failure to be available to return to during non-regular working hours or shift

9.3 COMPENSATION

Any employee who is assigned standby duty pursuant to a standby policy shall be compensated at the rate of one dollar (\$1.00) for each hour of standby. The assignment of any personnel to standby duty may be canceled by the management of the department by contacting the employee by telephone or any other means of providing actual notice.

9.4 CALLBACK

Employees who are required to return to work after they have left at the end of their assigned shift shall be entitled to a minimum of three (3) hours compensation for each such callback. If an employee is called back within three (3) hours of the start of the employee's next regularly scheduled shift and works continuously through the shift, the employee shall be paid for the actual hours worked. By mutual agreement of the employee and management, the employee may adjust the work schedule to incorporate the callback into the regular work shift for the day.

SECTION 10 – ADOPTION OF NEW PERSONNEL CODE

Following the adoption of this MOU, the parties agree that they shall continue to meet and confer with regard to the County's proposal to adopt a new personnel code (at least two meetings per month beginning in January 2006); provided however, that in the event that the parties have not mutually agreed to a new personnel code by April 30, 2006, then the parties will share the expense of hiring a mediator and will participate in a single session of mediation in an effort to resolve differences regarding the proposed personnel code, which mediation shall be held no later than May 30, 2006. Thereafter, in the event that the parties have not reached an agreement on the proposed personnel code, then the County will be deemed to have lawfully complied with its obligations to meet and confer with the Union with regard to the proposal to adopt a new personnel code and shall be legally entitled to adopt same without further negotiations with or agreement by the Union; provided however, that upon adoption of a new personnel code, no further amendments or changes shall be made to said new code during the term of this MOU.

SECTION 11 - MISCELLANEOUS PROVISIONS

11.1 DIRECT DEPOSIT

County will initiate mandatory direct deposit for all permanent employees (excludes temporary employees) unless Auditor and employee are unable to secure a bank account from local institution.

11.2 ADOPTION OF ELECTRONIC MEDIA USE POLICY

Following the adoption of this MOU, the parties agree that they shall continue to meet and confer with regard to the County's proposal to adopt an electronic media use policy. Said policy may be adopted in conjunction with and as part of the adoption of a new personnel code, or alternatively as a stand alone policy, and subject to the same time lines as set out in Section 10, above. In the event that the parties have not mutually agreed to the an electronic media use policy by April 30, 2006, then the parties will share the expense of hiring a mediator and will participate in a single session of mediation in an effort to resolve differences which may be the same mediation session as involving the proposed personnel code. The mediation shall be held no later than May 30, 2006. Thereafter, in the event that the parties do not reach an agreement, then the County will be deemed to have lawfully complied with its obligations to meet and confer with the Union with regard to the proposal to adopt an electronic media policy and shall be legally entitled to adopt same without further negotiations with or agreement by the Union

11.3 ASSISTANT DEPARTMENT HEADS TO MID MANAGEMENT BARGAIN UNIT

The County shall be entitled to remove the following assistant department heads and deputy program directors positions from the Miscellaneous/Road Bargaining Unit and to reassign these positions to a new mid-management bargain unit to be created by County:

- Assistant Director of Health and Human Services;
- Assistant District Attorney (presently not filled or budgeted);
- Deputy Director or Public Works - Administration; (presently not filled or budgeted);
- Chief Deputy Auditor (presently not filled or budgeted)

The Union shall be entitled to represent employees in said mid-management bargaining unit.

SECTION 12 - CONTINUATION OF EXISTING BENEFITS.

Benefits for County employees relating to merit increases, longevity pay, salary and wage increases upon promotion, payment for travel time, holidays, vacation leave, sick leave, leave of absences, shall be as set out in the Sierra County Personnel Code (Part 3 of the codified Sierra County Code), existing on the date of the adoption of this MOU; provided, however, that upon Sierra County's adoption of the new Personnel Code, the benefits under the existing code provisions shall be reincorporated into said new Personnel Code and shall not be reduced during the term of this MOU.

Except as set forth above in this Section 12, the personnel policies and procedures set out in the existing personnel code, including without limitation matters pertaining to schedule selection, probationary employment, lay-offs, use of family medical leave, employee classification, grievance and disciplinary actions, shall continue to apply to County employees until such time as said policies and procedures are modified and/or updated by the adoption of the new personnel

code, at which time the provisions of the new code shall apply, provided however, that upon adoption of a new personnel code, no further amendments or changes shall be made to said new code during the term of this MOU.

SECTION 13 - FURLOUGHS

The proposed new personnel code shall contain procedures for furloughs for County employees, based on budgetary shortfalls. The furlough procedures shall be set out in Chapter 3.06 of the proposed code.

SECTION 14 – GRIEVANCES

The procedures for grievances shall be as set out in Chapter 3.45 of the Sierra County Code, as it exists on the date of the adoption of this MOU, provided however, that upon the adoption of the proposed new personnel code (as per Section 10, above), the procedures set out in said new personnel code (see Chapter 3.11) shall apply during the term of this MOU and thereafter shall not be further changed during the term of this MOU.

SECTION 15 – DISCIPLINARY PROCEDURES

The procedures for disciplinary action of employees shall be as set out in Chapter 3.44 of the Sierra County Code, as it exists on the date of the adoption of this MOU, provided however, that upon the adoption of the proposed new personnel code (as per Section 10, above), the procedures set out in said new personnel code (see Chapter 3.10) shall apply during the term of this MOU and thereafter shall not be further changed during the term of this MOU.

SECTION 16 - TERM OF MOU

The term of this MOU shall be from December 1, 2005 through June 30, 2008.

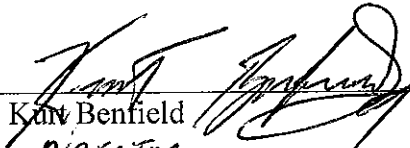
SECTION 17 – NEGOTIATIONS FOR A SUCCESSOR AGREEMENT

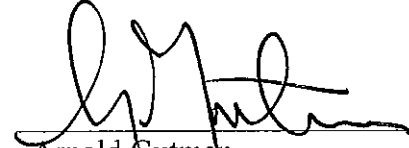
The Union and the County mutually agree to commence negotiations for a new MOU to replace this MOU, prior to the expiration of this MOU, beginning no later than May 1, 2008.


Approved by the parties this 17th day of January, 2006.

**INTERNATIONAL UNION OF
OPERATING ENGINEERS, LOCAL 3,
AFL-CIO**

**COUNTY OF SIERRA, a political
subdivision of the State of California**

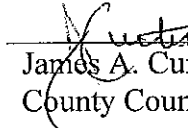

Kurt Benfield Date 3-1-06
DIRECTOR


Arnold Gutman Date 2/7/06
Chairman, Board of Supervisors


Van Maddox Date 2-6-06
County Auditor

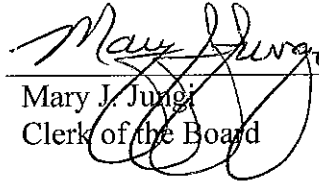


Approved as to form:


James A. Curtis Date 2-6-06
County Counsel

Attest:

Tina Love Date
Business Representative


Mary J. Jungel Date 2/6/06
Clerk of the Board

CONTRACTS
AUG 17 2006

Don Iversen 2/2/06
Don Iversen Date
Negotiator, Miscellaneous/Road Unit

Mark Daigle 2/6/06
Mark Daigle
Negotiator, Miscellaneous/Road Unit

Dennis Marsh 2-24-06
Dennis Marsh Date
Negotiator, Miscellaneous/Road Unit

Date
Negotiator, Miscellaneous/Road Unit

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

John Bonilla

John Bonilla
Business Manager

8-18-06

Date

Robert Miller

Robert Miller
President

8-18-06

Date

Robert L. Wise

Rob Wise
Recording-Corresponding Secretary

8-18-06

Date