

**ADDENDUM #1 TO THE
JULY 1, 2015 THROUGH JUNE 30, 2018
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE COUNTY OF NEVADA
AND
THE IUOE, STATIONARY ENGINEERS, LOCAL 39 GENERAL EMPLOYEES UNIT**

The County of Nevada (County) and the International Union of Operating Engineers, Stationary Engineers Local 39, AFL-CIO, representing General Employees (Union) acknowledge that they have a Memorandum of Understanding (MOU) in effect for the period of July 1, 2015 through June 30, 2018. The County and the Union further acknowledge that they have met and conferred to mutually agree to amend the Memorandum of Understanding, effective January 31, 2016, to correct several inadvertent omissions in the current MOU and to modify existing provisions of the MOU to reflect the County's desire to convert from an "Interagency Merit System" for covered employees in Social Services and Child Support Services to an "Approved Local Merit System" for these same employees. The County has received permission from the State of California to make this change. The changes to the current MOU include the following:

1. Revise Article 5, Special Allowances, F, Wastewater Certificate Differential,:

Add a new "5" to the end of this section which states: "Effective January 31, 2016 the classifications of Wastewater Plant Operations Supervisor, Wasterwater Collection Supervisor, and Wasterwater Electrical/Mechanical Supervisor will also be eligible to receive certification pay in the same manner as other listed classifications in this section."

2. Revise Article 12, Grievance, Discipline and Appeals, B, Disciplinary Procedure, 1., Regular and Probationary Employees:

Delete the following second paragraph: "Employees working in any department where eligibility, employment status and tenure are controlled in whole or in part by the State Merit System, will be afforded a choice between pursuing the State Personnel Board or the County process in disciplinary matters."

3. Revise Article 13, Layoff, D, Employees Under State Merit System:

Re-title this section to "Employees Formerly Under State Merit System" as follows:

D. EMPLOYEES FORMERLY UNDER STATE MERIT SYSTEM

When a reduction of force occurs in Social Services or Child Support Services the following provisions shall apply:

EXHIBIT A

1. The names of employees who occupy a Merit position on January 30, 2016 will be listed on Appendix 1, an attached document to this MOU, indicating Merit seniority points as of this date using Local Area Personnel Standards' section 17510; these points will be "frozen" for future seniority calculation purposes. This Appendix will be updated quarterly and provided to the Union and at other times upon request.
2. When a reduction in force occurs, seniority for employees listed on Appendix 1 will be determined on the following basis:
 - a. For this Section only, seniority will be defined as the total number of Merit points plus calendar days an employee has been employed after January 30, 2016 in a regular or temporary capacity and on active pay status in the classification of the employee or group of employees subject to layoff or bumping, except that in the case of a regular employee, approved leave of absence with or without pay shall also count as time worked on active pay status. Time worked in another classification of equal or greater pay grade and within the same series shall count as time worked within the classification of the employee or group of employees subject to layoff or bumping. Seniority shall not include any period during which an employee was on leave without pay for disciplinary reasons or not actually in County employment because of his or her voluntary termination, layoff or other cause; provided that for any employee who is re-employed after being discharged for cause or any probationary employee discharged during the probationary period, seniority shall not include any time worked prior to his or her succeeding appointment.
 - b. For this Section only, former Merit employees who, after January 30, 2016, transfer, promote, demote or otherwise depart from any previously defined Merit position in either Social Services or Child Support Services will have their names removed from Appendix 1 unless the transfer, promotion or demotion is also to a previously defined Merit position. Seniority from the point of removal will be calculated based upon Personnel Code Section 20.1 (a) and (b) and other applicable provisions of this MOU.
 - c. For this Section only, if a former Merit employee transfers or promotes to a position in the same job series, his/her name shall remain on Appendix 1, however, additional "frozen" Merit points will not be added.
 - d. Layoffs shall be made by classification and by department in accordance with the following procedure and in the following order:
 - i. If an employee on Appendix 1 has received an "outstanding" performance rating on his or her last two regularly scheduled written performance reports, twelve (12) additional "frozen" points will be added to those on Appendix 1 for the purpose of calculating total seniority at the time of a layoff.
 - ii. A less senior employee shall be laid off before an employee with more seniority.
 - iii. Except as otherwise provided, any employee who has been displaced as a result of the application of the provisions of this Section shall be permitted to exercise bumping rights into a lower classification within the same classification series and within the same department or within a previously held Merit classification or Merit department. If an employee should elect to exercise his/her bumping rights as provided herein, then such employee shall be judged against all within the said lower classification in accordance with the foregoing methodology. Such bumping rights must be exercised within ten (10) days of layoff notice.

EXHIBIT A

- iv. When two or more employees have the same seniority, the tie shall be broken in the following sequence: employee with the greatest seniority in the class in which the layoff is being made and in higher level classes; employee with the greatest seniority in the department of layoff; employee with the greatest seniority in the County.
 - v. If this method of breaking ties in seniority results in a tie, the order of layoff shall be determined by lot drawn by the Director of Human Resources.
 - vi. Any employee bumped pursuant to “iii” above, shall be permitted to exercise bumping rights into an existing lower classification within the same series and within the same department, where applicable, without loss of “frozen” Merit points on Appendix 1.
3. The provisions of Article 13, B, 5, “a” and “b” will not be used for determining the layoff of an employee listed on Appendix 1.
 4. All other provisions of layoff and recall from layoff will be governed by the Personnel Code or this MOU, as applicable.

4. Revise Article 14, Miscellaneous:

Add a new section “K” at the end of this Article which states:

“K. Progression in Certain Flexibly Staffed Position Classifications

Concurrent with the County and the Union agreeing to the conditions of the County converting from an “Interagency Merit System” for covered employees in Social Services and Child Support Services to an “Approved Local Merit System” effective January 31, 2016, the County agrees to automatically progress or reclassify employees in certain flexibly staffed position classifications, to the next higher classification, provided that such employees successfully complete their probationary period in such positions. These positions are limited to the following: Office Assistant I, Legal Office Assistant I, Accounting Assistant I, Eligibility Worker I, Employment and Training Worker I, Child Support Officer I and Social Worker I.”

The County and the Union acknowledge that this Addendum to the MOU does not otherwise modify the terms and conditions of the existing MOU, except as expressly noted above. Agreement to this Addendum in no way sets forth a precedent or other expectation that either the County or Union is obligated to re-open the MOU or engage in any other meet and confer discussions regarding the terms and conditions of the MOU during the term of the MOU except as otherwise expressly provided in the MOU or in accordance with law.

EXHIBIT A

DATED:

INTERNATIONAL UNION OF
OPERATING ENGINEERS STATIONARY
ENGINEERS LOCAL 39, AFL-CIO

COUNTY OF NEVADA, CALIFORNIA

BY: _____
STEVE COUCH
Director of Public Employees

BY: _____
RICHARD A. HAFNEY
County Executive Officer (CEO)

BY: _____
GARY WINEGAR
Business Representative

BY: _____
JANE LEEDY
Team Member

BY: _____
MECHELLE MORGAN
Team Member