

**ADDENDUM #1 TO THE
JULY 1, 2014 THROUGH JUNE 30, 2017
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE COUNTY OF NEVADA
AND
THE MANAGEMENT EMPLOYEES' ASSOCIATION REPRESENTING THE
MANAGEMENT EMPLOYEES' UNIT**

The County of Nevada (County) and the Management Employees' Association (Association), representing the Management Employees' Unit, acknowledge that they have a Memorandum of Understanding (MOU) in effect for the period of July 1, 2014 through June 30, 2017. The County and the Association further acknowledge that they have met and conferred to mutually agree 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 7, Layoff, F, 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:

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 Association 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.

EXHIBIT A

- 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.
 - 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 7, D, 5, “1” and “2” 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.

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The County and the Association 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 Association 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.

DATED:

MANAGEMENT EMPLOYEES' ASSOCIATION COUNTY OF NEVADA

BY: _____
ROB CHOATE
President

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