



RESOLUTION No. 16-053

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION ADOPTING ADDENDUM NO. 1 TO THE INTERNATIONAL UNION OF OPERATING ENGINEERS (IUOE), STATIONARY ENGINEERS, LOCAL 39 PROFESSIONAL UNIT MEMORANDUM OF UNDERSTANDING (MOU) FOR THE PERIOD OF JULY 1, 2015 THROUGH JUNE 30, 2018 AMENDING CERTAIN PROVISIONS IN THE MOU AND AUTHORIZING THE COUNTY EXECUTIVE OFFICER TO EXECUTE THIS ADDENDUM

WHEREAS, employees of the County's IUOE, Stationary Engineers, Local 39, Professional Unit (Professional Unit), are represented exclusively in matters of wages and benefits and other terms and conditions of employment; and

WHEREAS, representatives of the Professional Unit and Nevada County collaboratively negotiated an addendum to the current labor agreement as adopted by Resolution 15-235; and

WHEREAS, the Board of Supervisors desires to adopt the attached Addendum No. 1 which implements language consistent with the addendum reached between the parties in January, 2016.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Nevada, that Addendum No. 1 to the Memorandum of Understanding between the County of Nevada and the Professional Unit, attached hereto as Exhibit A and incorporated by this reference, is hereby approved, and the County Executive Officer is authorized to execute the Addendum No.1. All other terms and conditions of the Professional Unit's Memorandum of Understanding not amended by the Addendum No. 1 shall remain in full force and effect.

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 26th day of January, 2016, by the following vote of said Board:

Ayes: Supervisors Nathan H. Beason, Edward Scofield, Dan Miller, Hank Weston and Richard Anderson.

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER
Clerk of the Board of Supervisors

By: _____



Dan Miller, Chair

1/26/2016 cc: HR*
AC*

**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 PROFESSIONAL EMPLOYEES
UNIT**

The County of Nevada (County) and the International Union of Operating Engineers, Stationary Engineers Local 39, AFL-CIO, representing Professional 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 address an outstanding item 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 3, Salaries, A, Regular Salaries:

Add a new "4 (a)" that states: "Effective the pay period beginning January 31, 2016, the classification of Public Health Coordinator will receive an equity adjustment of 1.5%."

2. Revise Article 11, 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:

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

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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.
 - 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

EXHIBIT A

within the same department, where applicable, without loss of “frozen” Merit points on Appendix 1.

- 3. The provisions of Article 11, 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.

3. Revise Article 13, Grievance, Discipline and Appeals, B, Disciplinary Procedure, 1., Permanent 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.”

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.

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: _____
PATTI CARTER
Team Member

Appendix 1

Employees in Merit System as of January 30, 2016

Last Name	First Name	Points
Aguilar	Mary	122
Andrews	Beth	180
Andrieu	Katie	164
Asmus	Renee	196
Bailey	Cynthia	86
Bair	David	103
Blix	Kimberly	12
Blix	Kimberly	12
Blote	Janine	18
Bolelli	Linda	218
Brunckhorst	Laurie	94
Burns	Diane	13
Burns	Jennifer	166
Butler	Crystal	36
Campbell	Cindy	91
Carpenter	Kelly	102
Carrillo	Michelle	87
Carvalho	Cara	5
Cazares	Savannah	21
Chambers	Lori	9
Chandler	Jay	9
Connor	Sara	251
Cook	Tamaran	147
Davis	Tracy	20
DeGiorgis	Michael	52
DeGiorgis	Paula	233
Douville	Joseph	14
Dyck	Mali	7
Ellis	Olivia	139
Evert	Robin	213
Fadel	Tamara	73
Fisher	Meri	103
Foster	Laurel	106
Fragoso	Carolina	20
Frey	Cynthia	117
Galleo	Sarah	37
Garcia	Johanna	181
Gifford	Dirk	20
Gomez	Andrew	29
Gorbet	Lisa	20

Last Name	First Name	Points
Green	Kimberlee	9
Griffin	Jessica	52
Gutierrez	Aida	2
Hammond	Shannon	148
Hart Haman	Jill	68
Heggarty	Karen	117
Herrera	Deborah	98
Heuer	Katherine	11
Hicks	Sharon	116
Hoskin	William	13
Hutson	Brittany	87
Jefferson	Lynn	113
Johnson	Paul	41
Jones	Emily	11
Jones	Jennifer	2
Kell	Debra	2
Kennard	Cindy	181
Kleinhans	Robyn	13
Konno- Scarborough	Janice	11
Larsen	Elizabeth	181
Leedy	Katherine	214
Lewis	Katheryn	12
Locke	Frances	20
Loper	Jennifer	176
Lopez	Manuel	55
Lovisolo	Robin	15
Martin	Sheila	210
McCourtney	Jammie	8
Moore	Sairam	22
Morgan	Mechelle	98
Muehlberg	Steven	180
Nielsen	Elizabeth	113
Noxon	Tammy	10
Odom	Genielle	113
Olmstead- Newman	Carla	53
Paige-Ireland	Melinda	18
Piscatella	Sue	108
Plante	Kristin	6
Polcene	Teri	19
Prosser	Judith	77

Last Name	First Name	Points
Purwin	Angeline	114
Quatela	Anthony	23
Quimby	Renee	2
Ramirez	Sharon	86
Ramos	Sandra	118
Ready	Nicholas	116
Roberts	Pamela	206
Robertson	Jason	112
Rogers	Gina	45
Salisbury	Robyn	183
Schleef	Candice	155
Scratchfield	Beverly	130
Sheller	Caroline	117
Sizemore	Sylvan	87
Smith	Alicia	13
Spicer	Hope	2
Stafford	Vicki	184
Stanio	Deborah	207
Swabeck	Rebecca	181
Toaetolu	Laura	22
Vculek	Jacqueline	5
Victor	Vickie	205
Weeden	Barbara	177
Wellhoff	Karen	97
West	Daniel	31
Wolf	Tonia	107
Young	Janice	31