

**RESOLUTION RATIFYING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF PLUMAS AND THE BARGAINING UNITS OF GENERAL, MID-MANAGEMENT AND CRAFTS & TRADES REPRESENTED BY OPERATING ENGINEERS LOCAL #3**

**WHEREAS**, the negotiation team for the Board of Supervisors and the negotiation team for the General, Crafts & Trades and Mid-Management Units represented by Operating Engineers Local #3 have met and conferred in good faith and have reached a tentative agreement for a Memorandum of Understanding covering wages, hours and other terms and conditions of employment, for the General, Crafts & Trades and Mid-Management Unit employees. The period covered under this tentative agreement is through June 30, 2012.

**WHEREAS**, the Board of Supervisors have reviewed and concurs with terms and conditions of the tentative agreement for the General Unit, Crafts & Trades Unit and the Mid-Management Unit.

**NOW, THEREFORE, BE IT RESOLVED** by the Plumas County Board of Supervisors as follows:

1. Board of Supervisors ratifies and accepts the tentative agreement for the General, Crafts & Trades and Mid-Management Units as set forth in the copy of the signed tentative agreement attached to this Resolution as Exhibit A.
2. The County Administrative Officer, Auditor/Controller and Human Resources Director are hereby directed to implement the provisions of the tentative agreement into the memorandum of understandings for each bargaining group; and the Board Chair is authorized to execute the individual Memorandum of Understandings and any other documents related hereto in order to carry out this ratification.

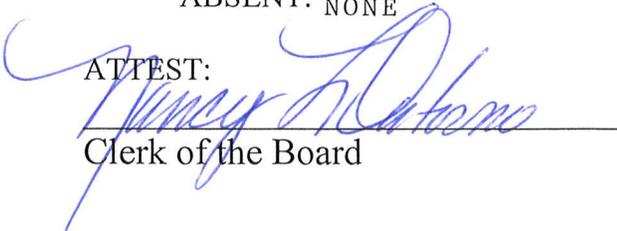
The foregoing Resolution was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board held on the 13th day of December, 2011 by the following vote:

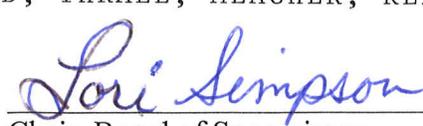
AYES: SUPERVISORS SWOFFORD, THRALL, MEACHER, KENNEDY, SIMPSON

NOES: NONE

ABSENT: NONE

ATTEST:

  
Clerk of the Board

  
Chair, Board of Supervisors

**MEDIATED TENTATIVE AGREEMENT  
AMENDING MEMORANDUM OF UNDERSTANDING  
BY AND BETWEEN  
THE COUNTY OF PLUMAS AND THE BARGAINING UNITS OF  
GENERAL, MID-MANAGEMENT, AND CRAFTS & TRADES  
REPRESENTED BY OPERATING ENGINEERS LOCAL #3**

THIS TENTATIVE AGREEMENT is made by the negotiating team designated by the Plumas County Board of Supervisors ("County") and the negotiating team designated by Operating Engineers Local #3 on behalf of the General, Mid-Management, and Crafts & Trades bargaining units (collectively, "Union") with reference to the following facts and circumstances:

- A. The most recent Memorandum of Understanding by and between the parties covered the period July 1, 2010, through August 30, 2011 (the "MOU" or the "Memorandum of Understanding");
- B. After some eleven (11) meetings where both parties negotiated in good faith, the parties were unable to reach an agreement;
- C. Pursuant to the terms of the Plumas County Employer-Employee Relations Policy (Rule 23 of the Plumas County Personnel Rules), the parties mutually agreed to mediation with the assistance of the California State Conciliation Service;
- D. The parties' respective negotiating teams met in mediation with Paul Roose, Mediator, California State Conciliation Service at the Plumas County Courthouse, Quincy, California, on November 17, 2011; and
- E. Such mediation was successful, resulting in the tentative agreement set forth below.

Subject to ratification by the membership of the Union and the Plumas County Board of Supervisors, the parties' negotiating teams tentatively agree as follows:

- 1. **TERM:** Section 9.04 of the Memorandum of Understanding is amended to read as follows:

9.04 TERM

This Memorandum of Understanding shall become effective upon the adoption of resolution by the Plumas County Board of Supervisors and shall remain in full force and effect through June 30, 2012.

2. **SALARY:** As provided in Section 2.01, there will be no increase in wages.
3. **COMPENSATORY TIME OFF:** Subdivision (d) of Section 3.02 is amended to read as follows:
  - (d) No department head shall authorize the earning of compensatory time off if the employee's net unused balance is greater than one hundred twenty (120) hours. When an employee is authorized to perform overtime work which would result in accrual of a net balance of compensatory time off in excess of the above limits, the employee shall be paid for that overtime work.
4. **HEALTH INSURANCE INCREASES:** Subdivision (b) of Section 4.01 (under "Active Employee Health Plan" is amended to read as follows:
  - (b) Effective with the premium increase, the County shall share 50-50 (fifty-fifty) with the employee, with a maximum increased cost to the County of \$100.00 per month, the cost of one premium increase per year for either the Employee, Employee + 1 or Family premiums of the Operating Engineers 3 tiered health insurance plan. Provided, however, that the County will not contribute any additional amount towards increased medical, dental, life, or vision insurance premiums occurring after the expiration of the previous Memorandum of Understanding on August 30, 2011.
5. **RETIREMENT:** Section 4.02 is amended to read as follows:

#### 4.02 RETIREMENT

Retirement benefits are provided through the County's 2% at 55 benefit plan contract with the Public Employees Retirement System ("PERS") for miscellaneous members and 2% at 50 for safety members.

The County shall pay four percent (4%) of the seven percent (7%) employee member contribution for miscellaneous and six percent (6%) of the nine percent (9%) employee member contribution for safety of PERS subject wages. The remaining portion of the employee member contribution to PERS (three percent (3%) in the case of miscellaneous; three percent (3%) in the case of safety) shall be paid by the employee

member. Provided, however, that all new employees, after ratification of this Memorandum of Understanding, will pay their entire member contribution to PERS until either: a) the new employee has successfully completed his or her probationary period, or b) the new employee is vested with PERS, whichever occurs last. Thereafter, such new employees will contribute the same portion of their PERS member contribution as County employees at the time of ratification of this Memorandum of Understanding.

The County has amended its contract covering miscellaneous employees of the County to allow for the highest single year as the basis for application of the 2% @ 55 retirement formula with PERS.

6. **SKELLY CONFERENCE:** The parties hereby confirm their understanding the “pre-discipline hearing” provided in Rule 16.02 of the County’s Personnel Rules is a non-evidentiary conference intended to provide no more than the minimum due process requirements of the law as provided in the case of *Skelly v. State Personnel Board* (1975) 15 Cal. 3d 194.

7. **FURLOUGH RULE:**

Subdivision (a) of Section 7.04 is amended to read as follows:

- (a) A furlough may be ordered to compensate for a budget issue.

Subdivision (d) of Section 7.04 is amended to read as follows:

- (d) The maximum number of furlough days during a fiscal year shall not exceed thirteen (13) per employee. Provided however, this subdivision (d) will not apply during such time as County has implemented a nine-hour day, four-day workweek (“4-9s workweek”) for the employee. A 4-9s workweek shall provide that the employee has three (3) consecutive days off.

8. **NEW BARGAINING UNIT: PROBATION OFFICERS OR PROBATION DEPARTMENT:** The Union will follow the process in the County Personnel Rules at 23:10 to propose the recognition of a separate bargaining unit for probation officers or the Probation Department. The County will not oppose the separation or creation of such a separate unit consistent with the applicable procedures. The foregoing shall not be considered an agreement by the parties, express or implied, that a probation officers unit should receive public safety retirement. In view of the foregoing, subdivision (c) of Section 7.05 is deleted in its entirety.

9. **EFFECTIVENESS:** Except as set forth in this Tentative Agreement, all other provisions of the most recent Memorandum of Understanding shall continue in full force and effect.

10. **SIGNATURES:**

UNION:

COUNTY:

\_\_\_\_\_  
Rick Davis,  
Operating Engineers Business Agent

  
\_\_\_\_\_  
Gayla Trumbo,  
Director of Human Resources

  
\_\_\_\_\_  
Barbara Palmerton

  
\_\_\_\_\_  
R. Craig Settemire,  
County Counsel

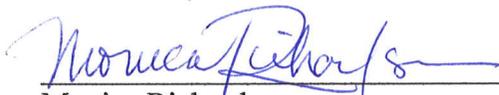
  
\_\_\_\_\_  
Gerry Filippi

  
\_\_\_\_\_  
Jack Ingstad,  
County Administrative Officer

  
\_\_\_\_\_  
Dorette English

Dated: 12/13/2011

  
\_\_\_\_\_  
Debbie Burton

  
\_\_\_\_\_  
Monica Richardson

Dated: 12/12/11

\_\_\_\_\_  
UNION:

\_\_\_\_\_  
COUNTY:

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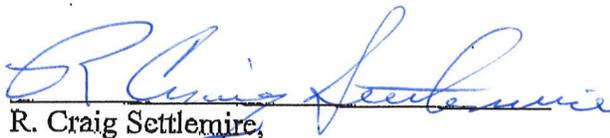


Rick Davis,  
Operating Engineers Business Agent



Gayla Trumbo,  
Director of Human Resources

Barbara Palmerton



R. Craig Settlemyre,  
County Counsel

Gerry Filippi



Jack Ingstad,  
County Administrative Officer

Dorette English

Dated: 12/13/2011

Debbie Burton

Monica Richardson

Dated: 12/12/11