MEMORANDUM OF UNDERSTANDING

Between

County of Plumas

and

International Union of Operating Engineers, Local 3

GENERAL UNIT

July 1, 2013 – June 30, 2018

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GENERAL UNIT

MEMORANDUM OF UNDERSTANDING

Pursuant to the provisions of the Meyers-Milias-Brown Act Section 3500 et seq. of the Government Code of the State of California and the Rules and Regulations of the County of Plumas, hereinafter called "County", the following Memorandum of Understanding, hereinafter called "MOU", is established for those classifications in the General Unit, represented by International Union of Operating Engineers, Local 3, hereinafter called "Union".

This Memorandum of Understanding represents the good faith effort of both parties to reach agreement on matters of wages, hours and conditions of employment for employees in the General Unit. It is understood that this agreement is not binding on the County until such time as it is ratified by the membership of the Union and adopted by the Plumas County Board of Supervisors.

1.00 GENERAL CONDITIONS

1.01 RECOGNITION

The County recognizes the Operating Engineers Union Local 3 as the exclusive representative for employees designated to General Unit of County employees pursuant to Section 3510b of the California Government Code and the Rules and Regulations of Plumas County.

The classifications of County positions designated to the General Unit are as shown in Appendix "A" of this Memorandum of Understanding.

1.02 MANAGEMENT RIGHTS

The County retains, solely and exclusively, all the rights, powers and authority exercised or held prior to the execution of this Agreement, except as expressly limited by a specific provision of this Agreement. Without limiting the generality of the foregoing, the rights, powers, and authority retained solely and exclusively by County and not abridged herein, include, but are not limited to, the following: To manage and direct its business and personnel; to manage, control, and determine the mission of its departments, building facilities, and operations; to create, change, combine or abolish jobs, departments and facilities in whole or in part; to direct the work force; to increase or decrease the work force and determine the number of employees needed; to hire, transfer, promote, layoff, and maintain the discipline and efficiency of its employees; to establish work standards, schedules of operation and reasonable work load; to specify or assign work requirements and require overtime; to schedule work, working hours and shifts; to furlough employees for limited duration; to adopt rules of conduct; to determine the type and scope of work to be performed by County employees and the services to be provided; to classify positions and determine the content and title of such classifications; to determine the methods, processes, means, and places of providing services and to take whatever action necessary to prepare for and operate in an emergency.

1.03 UNION SECURITY

The Union may post within the employee rest area a written notice which sets forth the classifications included within the representation unit referred to in this Memorandum of Understanding and the name and address of recognized organization. The County will give a written notice to persons newly employed in representation unit classifications, which notice shall contain the name and address of the employee organization recognized for such unit; the fact that the Union is the exclusive bargaining representative for the employee's unit and classification; and a copy of the Memorandum of Understanding to be supplied by the Union. The Union agrees that it has a duty to provide fair and non-discriminatory representation to all employees in all classes of the units for which this Section is applicable.

1.04 IMPLEMENTATION

An employee hired by the County subject to this Memorandum of Understanding may join the Union, by completing a form for the employee's signature authorizing payroll deduction of Union dues. The effective date of Union dues for such employees shall be the beginning of the first pay period of employment or the pay period this subsection becomes effective for current employees, whichever is later.

The Employee's earnings must be sufficient to cover the amount of the dues authorized. When an employee is in a non-pay status for an entire pay period, no withholding will be made to cover the pay period from future earnings. In the case of an employee who is in a non-pay status during only part of the pay period, and the salary is not sufficient to cover the full withholding, no deduction shall be made. In this connection, all other legal and required deductions (including health care deductions) have priority over Union dues.

1.05 PAYROLL DEDUCTIONS

The Union shall be provided payroll deduction for membership dues. The Union shall provide the Human Resources Department with a written authorization on a form approved by the County, signed by the employee in the unit authorizing the payroll deduction and setting forth the full amount to be deducted each month. The County Auditor will forward to the Union in a timely manner the dues collected each month from members in the unit authorizing such deduction.

The Union shall immediately notify the Human Resources of any changes or cancellations in the authorized deductions. The County shall not be liable to the Union, the employees or any other party by reason of this section, for the remittance of payment of any sum other than the actual amount of deductions authorized to be withheld by payroll deduction. The Union agrees to indemnify and save the County harmless against any and all claims, demands, suits, orders, judgment or other forms of liability that may arise out of or by reason of action taken by employees or others under this section.

1.06 USE OF COUNTY FACILITIES

With approval of the County, the Union may use certain county facilities, resources and supplies for non-political purposes as long as the County is reimbursed for the cost of any supplies or materials provided to the Union and provided that such use of supplies, resources or space does not interfere with the efficiency of the County operations. The Union agrees to pay the County upon demand from the County Auditor, cost of such benefits of supplies received.

1.07 BULLETIN BOARDS

The Union shall be provided reasonable designated space on County bulletin boards which does not interfere with the County's official use of the bulletin boards. Union material on bulletin boards is to be maintained by the Union in an orderly manner and current.

All material posted shall 1) not be obscene, 2) shall not malign the County or its representatives and 3) shall not constitute harassment, discrimination or retaliation based on a legally protected status. The Human Resources Director or his/her designee reserves the right to remove any material posted in violation of this section if the Union refuses to remove the material on its own.

1.08 ACCESS TO EMPLOYEES

With prior notice to the County, the Union or its official representative(s) may have access to County employees during off duty time in the non-work areas of County facilities for the purpose of Union business.

1.09 NEW CLASSIFICATIONS AND PERSONNEL RULES

The County will give written notice to the Union prior to any salary range adjustment to a class or any classifications proposed to be removed from or included in the unit covered by this Memorandum of Understanding. The County will give advanced notice to the Union of any proposed changes to the Personnel Rules which may affect the employees represented by the Union.

The County will offer to meet and confer on impact of any such proposals or change upon notification from the Union.

1.10 UNIT REPRESENTATIVES

The Union shall be allowed to designate up to three (3) employee members to serve as representatives in the "meet and confer" process with the County. The Union shall provide the County, in writing, prior to the beginning of the meet and confer process the name, classification and department of each representative.

Designated employee representatives shall, upon prior notification to their respective department head(s), be granted reasonable release time from scheduled duties without loss of pay to meet the County representatives during the "meet and confer" process. The County shall not be

responsible for any travel, overtime or miscellaneous expenses resulting from the Union exercising this right.

1.11 LABOR MANAGEMENT RELATIONS COMMITTEE

Union stewards identified in writing by Operating Engineers shall be released up to three hours per month to meet in a labor management committee with County management to discuss how to improve problem solving and County-Union labor management relations. The Committee may make recommendations to the County Administrative Officer and the Board of Supervisors.

1.12 INDIVIDUAL RIGHTS

Neither the County nor the Union shall interfere with, intimidate, coerce, restrain, or discriminate against an employee because of the exercise of his/her right to engage in or refrain from engaging in activities pursuant to Section 3500 et seq. of the California Government Code.

1.13 PROBATIONARY APPOINTMENT

(a) Probationary appointments shall be made from an eligible list to a position that the Board authorizes to be filled on a permanent basis, other than by reemployment, transfer, demotion, or temporary assignment. The probationary appointment shall become a permanent appointment after successful completion of a probationary period. The initial probationary period for new hires shall be twelve (12) months of continuous and compensated service measured from the anniversary date. A probationary employee may be terminated without cause.

(b) The probationary period for a permanent employee promoted to a higher level classification shall be six (6) months of continuous and compensated service measured from the anniversary date.

(c) A permanent employee who is promoted and who has passed probation in their formerly held lower class, if rejected during the promotional probation period, shall have the right to return to their former class and pay status.

(d) Temporary employees hired as regular employees in the same classification they worked, with no break in County service, shall have their time worked in that classification counted towards their probationary period.

1.14 ANNIVERSARY DATE

The date of appointment to a particular classified position.

1.15 APPOINTMENT

The filling of a position in the County service by means of an appointing authority's offer of employment and acceptance of that offer by an applicant.

2.00 COMPENSATION

2.01 SALARY

The County shall determine the value of 1.0% of base wages for employees represented by the Union during November, 2015. The County shall divide the 1.0% value amount by the number of represented employees to determine each employee's lump sum payment. The County will make the one-time, lump sum payment to each employee during the first full pay period following adoption of this Agreement.

The County shall increase base wages by 3.575% for each represented classification effective the first full pay period following adoption of this Agreement.

The County shall increase base wages by 2.0% for each represented classification effective the pay period that includes July 1, 2016.

The County shall increase base wages by 2.0% for each represented classification effective the pay period that includes July 1, 2017.

During the term of the MOU, the County will determine if it can increase wages for classifications which are not paid from the County's general fund. The County will increase non-general fund classifications to whatever extent, if any, that it determines following this review process. The County does not need to negotiate any additional increases made under this paragraph with the Union.

2.02 MERIT ADVANCEMENT BY SALARY STEP

Advancement through the salary Steps A through E depends on satisfactory performance at the prior step for the equivalent of twelve (12) months of full-time compensated and continuous service before advancement to the next higher step, provided that an employee who is promoted shall be eligible for one (1) advancement to the next higher step after six (6) months of continuous and compensated service measured from the date of the promotional appointment. In such event the effective date of the merit advancement shall become the new date for future merit increases.

Satisfactory performance shall be evidenced by an appointing authority's completion of County's Personnel Action Form, based on performance evaluations conducted at least thirty (30) days prior to the employee's merit anniversary date.

The County shall maintain a standardized performance evaluation form and procedures for conducting employee performance evaluations.

When merit advancement is denied to an employee, the employee's performance shall be re-evaluated within ninety (90) days and, if the performance is satisfactory, the employee may be advanced to the next step effective the first pay period following the date of the re-evaluation

report. If the employee's performance is not satisfactory in the re-evaluation the employee shall not be eligible for a merit increase until the next merit anniversary date.

2.03 LONGEVITY ADVANCEMENT

An employee's salary shall be increased five percent (5%) at the following times: upon completion of seven (7), ten (10), fourteen (14), eighteen (18) and twenty-one (21) years of full-time continuous and compensated service, or the equivalent, measured from the date of hire and satisfactory performance report.

Upon a satisfactory performance evaluation, at least thirty (30) days prior to the employee's hire anniversary date, the employee shall be granted a longevity step.

When longevity advancement is denied to an employee, the employee's performance shall be re-evaluated after ninety (90) days and within one hundred twenty (120) days and, if performance is satisfactory, the employee may be advanced to the next step effective the first pay period following the date of the re-evaluation report. If the employee's performance is not satisfactory in the re-evaluation, the employee shall not be eligible for a longevity increase until the next "hire" anniversary date.

During the term of this agreement, a Longevity Performance Labor Management Committee shall be formed to review the performance evaluation process for longevity pay.

The Union and the County shall each select four (4) members who will meet to make a recommendation to the County based upon the consensus of the Committee. The Union may select one Committee member from each of its three bargaining units in addition to its Union representative.

3.00 HOURS OF WORK

3.01 OVERTIME PAY

Overtime shall be paid on the following basis:

Unit employees, except FLSA-exempt employees, shall be paid one and one-half (1-1/2) times the number of hours worked in excess of their normal workday or workweek.

A vacation day, paid holiday, or sick leave used, shall be counted in a regular workday or workweek for purposes of computing overtime.

3.02 COMPENSATORY TIME OFF

Compensatory Time Off (CTO) shall be permitted in-lieu of overtime pay for overtime work as set forth below:

(a) In lieu of overtime pay employee may take compensatory time off, subject

to limits stated in this rule, and calculated to be the equivalent value of overtime pay.

(b) FLSA-exempt employees shall receive one (1) hour of compensatory time off for each hour worked in excess of their normal workday or workweek.

(c) Each employee and employee's department head shall keep records showing all compensatory time off earned and used, so that the net balance of unused compensatory time off is known at all times. Such records shall substantiate the time cards maintained by the Auditor.

(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.

(e) Compensatory time off shall be earned and used as authorized by the department head.

(f) Employees transferring to another County department have the option of fully cashing out their CTO Bank at the time they transfer to new department

(g) Upon termination from the classified service or county service, whichever occurs first, an employee shall be paid the value of unused compensatory time off, provided that there shall not be included in such payment any compensatory time off. The value shall be based upon the hourly equivalent of the employee's salary at the date of termination.

3.03 ON-CALL PAY

On-call duty assigned by the department head shall be compensated as follows:

(a) Employees who are required to be on call outside of normal working hours shall be eligible for on-call pay.

(b) On-call employees shall be provided a "beeper" and will be expected to respond to service call within thirty (30) minutes.

(c) Employees assigned on-call outside of normal duty hours shall be compensated by two (2) hours of pay at their regular pay rate for each full week day of on-call and three (3) hours of pay at their regular pay rate for each full Saturday, Sunday, or observed Holiday of on-call status.

(d) Employees responding to a service call outside of normal duty hours shall be compensated at time and one half (1 ½) their normal pay rate.

Compensation may be either in pay or CTO upon between the department head and the employee. This section shall apply to both overtime "exempt" and "non-exempt" employees.

(e) Responding to a service call shall mean any call that requires the employee to respond away from the employees residence and any telephone call in excess of fifteen (15) minutes.

3.04 CALL-BACK PAY

An employee required to report for work on a non-work day or outside of the employee's regular hours on a workday once the employee has left the work site, shall receive callback pay. The minimum hours for each callback shall be two (2) overtime hours of compensation or the actual hours worked whichever results in the greater overtime hours. Callback time shall start when the employee is contacted to report to work and end at the work site when the assignment is concluded. A telephone response shall not be considered callback, but any telephone time may be overtime subject to the overtime provisions of this Memorandum of Understanding.

Employees responding to a callback assignment by use of their private vehicle may claim mileage under the County mileage reimbursement policy.

3.05 CALLBACK AND STANDBY DUTY: ROAD DEPARTMENT

A workday shall consist of twenty four (24) hours starting at midnight and ending at midnight. The regular workday hours shall be from 8 a.m. to 4:30 p.m., and the regular workweek shall be Monday through Friday.

An employee's regular workday or regular workweek may be rescheduled to any other period by giving the employee at least eight (8) hours' lead notice. The employee's regular workday may also be rescheduled if the employee is given less than eight (8) hours' notice, but that portion of the first rescheduled shift occurring before 8 a.m. shall be paid at the callback rate.

The work week shall be the seven (7) day period commencing Monday morning at 12:01 a.m., and the permanent employee shall be entitled to a minimum of forty (40) hours of regular time pay during each week.

(a). Call-Backs: When an employee is ordered back to work and the required emergency work is to be commenced within eight (8) hours of the order, the employee shall be paid at one and one-half (1-1/2) times his/her normal rate of pay for a minimum of two (2) hours while on call-back. If the employee has put in less than eight (8) consecutive hours immediately prior to 8 a.m., he/she shall receive his/her regular rate of pay for any hours worked after 8 a.m. during the regular workday. If he/she has worked in excess of eight (8) hours while on call-back and is required to continue working, he/she shall receive one and one-half (1-1/2) times his/her normal rate of pay until he/she is finished with the work or is

relieved by another employee.

(b). Standby Duty: Standby duty shall be performed by an employee during any non-regular working hours as required and ordered by the foreman or lead person. The employee so ordered to standby duty shall be paid according to the following schedule:

1. For the fifteen and one-half hours (15 ½) immediately following any regular workday, except Friday, the employee shall receive one and one-half (1-1/2) times his/her regular rate of pay for the first five (5) hours of standby duty, and no additional compensation shall be allowed for the remaining ten and one-half (10 ½) hours of standby duty.

2. When on standby duty during the same period for less than one half (1/2) of the above mentioned fifteen and one-half hours (15 ½), the employee shall receive one and one-half (1-1/2) times his/her regular rate of pay for the first three (3) hours of standby duty, and no additional compensation shall be allowed for the remainder of the standby shift.

3. For the thirty-one and one-half (31 ½) hours between 4:30 p.m. Friday and midnight Saturday, the employee shall receive one and one-half (1-1/2) times his/her regular rate of pay for the first seven (7) hours of standby duty, and no additional compensation shall be allowed for the remaining twenty-four and one-half (24 ½) hours of standby duty.

4. For the thirty-two (32) hours between midnight Saturday and 8 a.m. Monday, the employee shall receive one and one-half (1-1/2) times his/her regular rate of pay for the first seven (7) hours of standby duty, and no additional compensation shall be allowed for the remaining twenty-five (25) hours of standby duty.

5. When on standby duty during the same period for less than one half (1/2) of either of the above-mentioned hours (31-1/2 and 32), the employee shall receive one and one-half (1-1/2) times his/her regular rate of pay for the first five (5) hours of standby duty, and no additional compensation shall be allowed for the remainder of the standby shift.

6. One (1) employee may perform the standby duty for a full weekend.

3.06 SHIFT DIFFERENTIAL PAY

Employees assigned a shift with the majority of hours occurring between 6 p.m. and 6 a.m. shall receive an additional thirty five cents ($.35) per hour shift differential pay.

3.07 BILINGUAL PAY DIFFERENTIAL

Employees identified by the Director of Human Resources that have been assigned duties involving regular use of bilingual skills, a stipend of thirty five dollars ($35.00) per month shall be provided. Bilingual pay differential shall cease when the position is determined by the Human Resource Director to no longer require the bilingual skills.

3.08 FLEX TIME

At the department head's discretion, departmental employees may be authorized to work a flexibly scheduled workday using a core (mandatory) time between 10 a.m. and 3 p.m. per day with remaining work hours scheduled outside the core time.

3.09 FOUR DAY WORK WEEK

Upon board authorization, and with the agreement of affected employees, a department head may schedule an employee's workweek into four-ten (4/10) hour days. The department shall provide ten (10) days' notice before beginning "four ten" workweek schedule, unless the employee agrees to a shorter notice period. For this purpose "workday" is defined as ten hours instead of eight (8) hours; merit advancements shall be applicable so that eligibility for salary step increases is determined on a calendar day basis. If a department head determines that a return to the standard workweek would serve departmental and/or county needs, the alternate "four ten" workweek shall be terminated with no less than ten (10) working days' notice.

3.10 4-10'S SHIFT

For the purpose of road crew-Public Works employees working the four-ten's (4-10's) shift during the summer months, workdays shall be changed to hours so that vacation and holiday accrual will be on an hourly basis rather than on a daily basis and, therefore, there shall be no problem of interpretation of "a working day."

3.11 REST PERIODS

Unless precluded by operational necessity of an imminent nature, employees shall be afforded a fifteen (15) minute duty free rest period during each four (4) hours or one half (1/2) of the regular eight (8) or ten (10) hour work day, whichever is greater.

3.12 WORK SCHEDULE

All full time employees shall enjoy a regular work schedule that includes two (2) consecutive

days off. Exceptions shall be on a limited basis and based upon workplace necessity.

(a) When a County-recognized paid holiday occurs during a regular scheduled shift, employees working the night shift will not be subject to a split-shift in the event that the shift hours cannot be changed so that the shift is completed prior to twelve o'clock midnight. These employees shall finish their regular shift at straight time and will begin their holiday at the end of that shift.

4.00 BENEFITS

4.01 HEALTH INSURANCE

Active Employee Health Plan

(a) Each month, the County shall contribute up to the following amount to fund the combined premiums for employee medical, dental, life and vision insurance for each benefit level:

Employee Only: $624.60
Employee Plus One: $1,248.30
Full Family: $1,486.00

Each employee may select Plan A, Plan B, Plan C or Plan D from the Operating Engineers Health and Welfare Plan so long as the selected plan complies with the Affordable Care Act.

(b) Employees who can show proof of other Affordable Health Care Act compliant health insurance and request opting out of the Operating Engineers health plan shall receive $100.00 (one hundred dollars) per pay period for 24 (twenty four) pay periods per year, for a maximum benefit of $2,400.00 (twenty-four hundred dollars) per year. Employees are required to submit proof of Affordable Health Care Act compliant health insurance on an annual basis and are required to notify the County within 14 (fourteen) days of their outside health insurance being discontinued.

Retiree Employee Health Plan:

An employee who retires from Plumas County, immediately upon termination, under the County's PERS contract and who is covered under a County approved health insurance plan for themselves and any eligible dependents, may continue to be covered under the plan by advancing to the County Auditor, the full premium amount each month preceding the month of coverage, under rules and procedures established by the Auditor.

For employees retiring in good standing under the above stated conditions, who have fifteen (15) years of continuous service with Plumas County, the County shall contribute an amount equal to twenty five percent (25%) of the County's health premium contribution for an active employee,

or fifty percent (50%) after twenty five (5) years of continuous service, until the employee reaches age sixty five (65).

Employees, upon retirement in good standing under the conditions stated above, may choose to convert unused sick leave accumulation to prepaid health premiums under the conditions stated below. Employees who choose this option may not utilize any portion of sick leave accrual designated for prepaid health premiums for any other retirement or cash option. The County Auditor shall establish reasonable rules and procedures for the administration of this program. Any balance in accounts shall not be refundable in the event of death of the retiree and their surviving dependent.

Prepaid Health Plan/Sick Leave Conversion Option

Years of Continuous Service	Percent of Sick Leave Value
0 - 5	25%
5 - 10	50%
10 - 15	75%
15 or more	100%

Conversion rates to be based on employee rate of pay at retirement. Retirees eligible for the basic twenty five per cent (25%) or fifty per cent (50%) of the County-paid premium for active employees may convert accrued sick leave in an amount not to exceed a combined value of one hundred per cent (100%) premium for themselves or surviving spouse.

Effective as soon as practicable, Operating Engineers will establish a tiered health plan for all present and future retirees. The terms of their benefit shall not change under the present MOU language.

4.02 RETIREMENT

Retirement benefits are provided through the County's 2.0% at 55 benefit plan contract with the California Public Employees Retirement System (PERS) for classic miscellaneous members and 2.0% at 50 for classic safety members. New miscellaneous members receive the PERS 2.0% at age 62 benefit plan and new safety members receive the PERS 2.7% at age 57 benefit plan, both of which are administered under the Public Employees' Pension Reform Act (PEPRA) of 2013.

Classic miscellaneous members shall pay the 7.0% employee pension contribution. Classic safety members shall pay the 9.0% employee pension contribution. New members shall pay 50% of the normal cost as their pension contribution as required by PEPRA. Employees pay these amounts on a pre-tax basis to the extent allowed by law.

The County has amended its contract covering classic miscellaneous employees of the County to allow for the highest single year as the basis for application of the 2.0% @ 55 retirement formula with PERS.

4.03 STATE DISABILITY INSURANCE

The State Disability Insurance (SDI) plan shall include integration of benefit with County sick leave to prevent duplication and to allow an employee up to full pay by the combination of benefits.

The premium cost of S.D.I. will be paid by the employee through payroll deduction in a manner acceptable to the County Auditor.

4.04 BENEFIT PRORATION

Regular employees regularly assigned less than forty (40) hours per week, as set out in the approved County budget, shall be eligible for benefits offered to full time regular employees prorated on the basis of percentage of time regularly assigned. Provided, however, when contract provisions with benefit carriers (i.e. PERS, health, etc.) require a minimum work schedule to participate, the part time employee shall not be eligible for the pro rata benefit. The County may establish implementation procedures to insure uniform application of this section.

5.00 LEAVES

5.01 SICK LEAVE

Sick leave is a benefit granted to regular employees who are probationary or permanent. Sick leave shall in all instances be granted subject to the following terms:

(a) An employee shall accrue sick leave at the rate of one and one quarter (1-1/4) working days per month.

(b) An appointing authority shall approve sick leave only after ascertaining that the absence was due to illness or unfitness for work for medical reasons, and a doctor's certificate may be required.

(c) An employee hired or rehired on or after July 1, 2010 shall accrue sick leave at the rate of one and one quarter (1-1/4) working days per month with a maximum sick leave accrual of 500 hours.

5.02 SICK LEAVE PAYOFF

Upon death or retirement, or upon layoff or resignation from the classified service in good standing after ten years of continuous service, an employee or said employee's estate shall be paid thirty five percent (35%) of any accrued, unused sick leave. Valuation shall be on the basis of the hourly equivalent of said employee's monthly salary at the effective date of termination or resignation. The rate of payoff shall increase to forty percent (40%) after fifteen (15) years of continuous service, and to fifty percent (50%) after twenty (20) years of continuous service.

5.03 FAMILY INJURIES AND ILLNESSES

In the event of injury or illness in the employee's family, permanent or probationary employee shall be allowed up to ten (10) days of leave per year measured from the anniversary date, which shall be chargeable to sick leave. The attending doctor's statement shall be sufficient proof of such illness or injury, if required by the appointing authority.

5.04 FAMILY MEDICAL LEAVE ACT (FMLA)

Family Medical Leave Act (FMLA) leave will be granted as provided by law.

5.05 NON-FAMILY MEDICAL LEAVE ACT ABSENCES

If a leave does not qualify under the Family Medical Leave Act, the employee must request an unpaid leave of absence for personal or medical reasons in accordance with the following:

(a) Leaves of fourteen (14) calendar days or less may be granted by the Department Head. Leaves greater than fourteen (14) calendar days also require the prior approval of the County Administrative Officer in addition to the Department Head.

(b) A request for medical leave under the provisions of this section requires medical verification by the employee's medical provider and must be provided in writing to the employee's department head.

(c) The County will not contribute to the health insurance premium. During the leave the employee is to pay the full premium to the group health insurance plan the payment schedule shall be determined by the Human Resource department of the County.

(d) The County reserves the right to deny such a leave and to deny the extension of such a leave.

(e) An employee granted a leave under this provision is expected to return to his/her normal assigned duties upon the expiration of the leave. He/she is subject to layoffs as if he/she were working.

(f) An employee unable to perform the essential function of his/her job under provisions of the American's with Disabilities Act may not be reinstated.

5.06 WORKERS' COMPENSATION LEAVE

A Workers' Compensation leave of absence may be granted, by the Board of Supervisors to employees who are on authorized workers' compensation status due to industrial illness or injury

as provided by state law. The employee will be required to supplement temporary disability payments with accrued paid leave to an amount whereby the combined amounts are equivalent to full pay. When all accrued paid leaves are exhausted the County will continue to pay the County's share of the employee's health insurance premium up to one (1) year, from the date of the injury, during the remaining temporary disability payment period and only if the employee pays his/her share of the premium in a timely manner as prescribed by the County. An employee on workers' compensation leave may be terminated as provided by state law, including participation in vocational rehabilitation or retirement.

5.07 FAMILY DEATHS

When a permanent or probationary employee is absent due to a death in the family, the employee shall receive up to five (5) days paid leave on the following conditions:

(a) The appointing authority was notified on the first day of such absence.

(b) The appointing authority has ascertained that the absence is reasonably related to a death in the employee's family. Family is defined as spouse, child, mother, father, brother, sister, grandparent, grandchild and those family relationships recognized by law such as in-law, half, step, adopted and foster family members.

5.08 VACATION

Paid vacation is exclusively a benefit for regular probationary and permanent employees. It shall be granted on the following terms and "days" shall refer to eight (8) hour workdays.

(a) Accrual shall be computed from the date of hire:

1. During the first (1st) year of compensated and continuous service, an employee shall accrue ten (10) days of vacation.

2. During the second (2nd) year of compensated and continuous service, an employee shall accrue ten (10) days of vacation.

3. During the third (3rd) through seventh (7th) year of compensated and continuous service, an employee shall accrue fifteen (15) days of vacation.

4. During the eighth (8th) year of compensated and continuous service, and each year thereafter, an employee shall accrue twenty-one (21) days of vacation per year.

5. In any accounting period the County will first accrue vacation earned to the employee's record before charging vacation taken.

(b) The balance of accrued unused vacation leave for any employee shall be limited to the number of days equal to twice (2x) the current year's rate of accrual. No vacation will be earned when the maximum vacation accrual is reached except as provided for in this section.

(c) In the event an employee was prevented from taking a scheduled vacation, due to a County need, which results in the employee exceeding the accrual limit the employee will continue to earn vacation in excess of the maximum limit for a period no longer than six (6) months. During the extension time the employee and the department management will cooperate in developing a vacation use schedule to bring the employees vacation accrual balance at or below the maximum allowed accrual.

(d) Reasons to extend a vacation accrual limit may include but not be limited to the following.

1. The employee was required to work as a result of an operational need or an emergency.

2. The employee was assigned to work of a priority or critical nature over an extended period of time.

3. The employee was absent on full salary for compensable injury.

4. The employee was on jury duty.

5. The employee was prevented by the department head or designee from utilizing accrued vacation.

(e) Vacation leave shall be taken with the prior approval of the appointing authority, provided that there shall be a reasonable basis for denial of an employee's request for leave.

Appointing authorities shall be responsible for ensuring that employees have the opportunity to take vacation leave each year. Except in case of emergency no employee shall be denied the opportunity to take off each year two thirds (2/3) of the employee's annual vacation accrual, nor denied the opportunity to take off at least five (5) consecutive days each year.

If an employee's vacation accumulation will exceed the vacation cap at any time the department head or designee has the right to order the employee to take vacation.

(f) The Department Head will define a thirty (30) day window period each calendar year at which time employees may bid for their first choice preference of continuous block of vacation time. When two (2) or more employees on the same shift (if applicable) in a work unit (as defined by each department head or designee) request the same vacation time and

approval cannot be given to all employees requesting it, employees shall be granted their preferred vacation period in order of seniority (defined as total months of County service in the classification in the department). When two or more employees have the same amount of classification seniority, departmental seniority will be used to break the tie.

(g) Each department head or designee will make every effort to act on vacation requests in a timely manner.

(h) Vacations will be canceled only when operational needs require it.

(i) Upon death, retirement, or layoff, or upon resignation from the classified service, an employee or said employee's estate shall be paid one hundred percent of the value of any accrued, unused vacation leave. Valuation shall be on the basis of the hourly equivalent of said employee's monthly salary at the effective date of termination or resignation.

5.09 HOLIDAYS

The following holidays are recognized holidays. On such holidays employees shall be entitled to time off with regular pay at a rate of eight (8) hours per holiday: An employee working a regular schedule different from eight hours (8) per day may supplement holiday hours with vacation or Compensatory Time Off to make a full day.

January 1, New Year's Day

The third Monday in January, Dr. Martin Luther King, Jr. Day

February 12, Lincoln's birthday;

The third Monday in February, Presidents' Day;

The last Monday in May, legal observance of Memorial Day;

July 4, Independence Day;

The first Monday in September, Labor Day;

The second Monday in October, Columbus Day;

November 11, Veterans' Day

The day in November that is the legal observance of Thanksgiving.

The day in November following Thanksgiving;

December 24, Christmas Eve

December 25, Christmas Day; and

One (1) floating holidays to be approved in advance by the Department Head.

If January 1, February 12, July 4, November 11, or December 25 falls upon a Sunday, the Monday following shall be a holiday; if such foregoing date falls upon a Saturday, the preceding Friday shall be a holiday.

When December 24 falls on a Saturday or Sunday, the preceding Friday shall be designated as the Christmas Eve holiday, and when December 24 falls on a Friday, the preceding Thursday shall be the holiday;

5.10 DISABILITY LEAVE

An employee who has become temporarily disabled, for any reason, shall have the right to disability leave not to exceed four (4) months inclusive in the Family Medical Leave Act provisions of this agreement , or until a doctor certifies fitness to return to work, whichever is sooner. Such leave shall be without compensation or accrual of benefits or seniority. Accrued sick leave benefits must be used prior to the effective date of disability leave. If the employee has been covered by County paid health insurance prior to the effective date of disability leave, the employee shall have the right to continue such insurance at the employee's own expense.

Safety members of the County's retirement plan may receive industrial disability leave on the terms and conditions required by California Labor Code Section 4850.

When disability leave is used up, and reliable medical evidence shows that the employee is still medically or physically unfit for his or her position, then:

(a) The County shall submit an application for disability retirement for the employee under Government Code Section 21023.5, unless the employee elects otherwise; or

(b) The employee may apply for and be granted a general leave of absence if the medical evidence shows a likelihood of fitness to return to work in the position within a reasonable period of time; or

(c) The employee shall be terminated from employment after receiving notice and an employee so terminated shall have the right to appeal.

5.11 PREGNANCY DISABILITY LEAVE

Pregnancy disability leave shall be granted as provided by law.

5.12 JURY AND WITNESS LEAVE

Any employee who is called for jury duty or subpoenaed to appear as a witness, other than as an expert witness or party to the action, shall receive paid leave for such purpose on the terms that follow:

(a) The employee shall receive paid leave provided that any witness fees or jury fees are assigned to the County Auditor.

(b) If called as a witness in litigation in which the County is a party, or to testify in an official capacity as a county employee, the employee shall receive paid leave and an allowance for any necessary travel, provided that any witness fees are assigned to the County Auditor.

5.13 MILITARY LEAVE

Military Leave shall be granted as provided by law.

6.00 GRIEVANCE AND APPEAL PROCEDURE

6.01 GRIEVANCE PROCEDURE

Definitions

"Grievance." A grievance is a claimed violation, misinterpretation or misapplication of a specific provision of this document or of the provisions of the County Personnel Code or other County policies relating to issues within the scope of bargaining. Except as specifically provided otherwise, grievances regarding the County Personnel Rules or County policies may be advanced only through Formal Step Three (3) of this procedure.

A grievance shall not include any matter for which a separate administrative appeal process is available including but not limited to claims of discrimination, on the job illness or injury (workers' compensation) and unemployment claims.

Grievances relating to disciplinary actions and medical terminations or demotions shall be subject to the appeal process provided herein.

"Grievant." A grievant is an employee in the unit at the time of the alleged violation. The Union may act as a grievant in its own behalf or in behalf of one or more employees adversely affected provided that the affected employees and circumstances are identified in sufficient detail for management to respond.

"Day." As used within this Article, "day" shall be construed to mean calendar day, excluding recognized County holidays, unless otherwise specifically stated.

Procedure

There shall be an earnest effort on the part of both parties to settle grievances promptly through the steps listed as follows:

STEP ONE (1): An employee's grievance must be submitted to his/her first line supervisor or

management representative immediately in charge of the aggrieved employee within fifteen (15) calendar days after the event giving rise to the grievance. The supervisor or management representative will give his/her answer to the employee by the end of the fifth (5th) calendar day following the presentation of the grievance and the giving of such answer will terminate "Step One".

STEP TWO (2): If the grievance is not settled in "Step One", the grievance will be reduced to writing by the employee, fully stating the facts surrounding the grievance and detailing the specific provisions of this Memorandum of Understanding alleged to have been violated, signed and dated by the employee and presented to the supervisor or his/her designee within seven (7) working days after termination of "Step One". A meeting with the representative and supervisor or his/her designee will be arranged at a mutually agreeable location and time to review and discuss the grievance. Such meeting will take place within seven (7) calendar days from the date the grievance is received by the supervisor or his/her designee. The supervisor or his/her designee may invite other members of management to be present at such meeting. The supervisor or his/her designee will give a written reply by the end of the seventh calendar day following the date of the meeting, and the giving of such reply will terminate "Step Two".

Should there be intermediate layers in the chain of command, Step Two 2 may be repeated for each layer of supervision in the chain of command before advancing to Step Three (3).

STEP THREE (3): If the grievance is not settled in "Step Two" the Union Representative (or the employee if not represented by the Union, the Employee Representative) and the Management Representative shall, within seven (7) calendar days after the termination of "Step Two", arrange a meeting to be held at a mutually agreeable location and time to review and discuss the grievance. Such meeting will take place within fourteen (14) calendar days from the date the grievance is referred to "Step Three". A decision shall be rendered within seven (7) calendar days from the date of such meeting.

Time limits as set forth may be extended by mutual agreement between the parties, but neither side shall be required to so agree.

If the County fails to respond to the grievant within the time period contained above, the grievance will be advanced to the next step in the procedure.

The decision of the Department Head may be appealed to the designated hearing officer pursuant to Section 6.02.

6.02 APPEAL POLICY

The County hereby establishes a personnel action appeals procedure in order to have an impartial hearing on disputed personnel actions which have been appealed on the basis of the following rules: Personnel Rule 4.03 (Discrimination); Personnel Rule 11.05 (Medical Examination); 16.02 (Disciplinary Action); and Section 6.0 (Grievance) of this document.

6.03 REQUESTS FOR APPEAL

When a person has a right to appeal under these rules, the person may submit to County Counsel a written request for appeal to the Board. The request for appeal must be submitted within fourteen (14) days from the date that the person received notification of the right to appeal the appointing authority's final decision.

Upon receiving a request for an appeal, the appointing authority shall be notified by the County Counsel. The County Counsel shall schedule a hearing on the appeal at the earliest time that is mutually convenient for the interested parties (county and appellant), their representatives, if any, and the assigned hearing officer.

6.04 HEARING OFFICER

The hearing officer shall be assigned by mutual agreement of the Union Representative and County or, if the Union is not representing the appellant, then by mutual agreement between the Employee Representative and County from a list of eleven (11) names provided by the California State Mediation and Conciliation Service.

In order to resolve disputes in a more timely and efficient manner for both employees and the County, upon mutual agreement on a case-by-case basis, the parties will select a mediator or an arbitrator from a mutually agreed upon list of local attorneys, Administrative Law Judges and professional arbitrators that are in the region.

The hearing officers shall be considered on the basis of the following criteria:

(1) Education, work experience, and community service.

(2) Relative neutrality toward the points of view of labor and management.

(3) Reputation for integrity and a sense of justice and fairness;

(4) Availability and willingness to serve on the terms set forth in these rules.

In the event the parties are unable to mutually agree on the selection of the hearing officer, each party shall alternately strike names from the list until one remains to be assigned as the hearing officer. The party to strike the first name shall be selected by lot.

The cost of the hearing officer shall be shared equally between the County and Union or the County and the appellant if the Union is not representing the appellant.

6.05 CONDUCT OF THE HEARING

The County Counsel shall be responsible for scheduling and notification as to the time and place of the hearing, and of notifying the hearing officer of the nature of the proceeding.

Unless otherwise stipulated, the hearing shall be closed to the public and conducted in an informal manner under the direction and authority of the hearing officer. The hearing need not be conducted according to technical rules of evidence, but the hearing shall be expedited by the exclusion of irrelevant or repetitious matter.

The interested parties and their representatives shall have the right to introduce any relevant written or physical evidence, and to call and examine witnesses. The hearing officer may subpoena witnesses pursuant to section 1985 of the Code of Civil Procedure. Oral testimony may be taken on oath or affirmation administered by the hearing officer.

County employees called as witnesses shall serve without loss of pay in accordance with Section 5.12.

Unless there is a pre-agreement to share the cost of a record by the parties, an interested party may tape record the hearing or arrange at its own cost the services of a court reporter. Should a hearing officer require a record of the hearing; the parties shall share the cost equally. Any such record of the hearing shall become a record of the proceedings for purposes of any future judicial review.

A hearing officer's decision may not alter any provisions of this Memorandum of Understanding, any County ordinance or resolution or initiative passed by the people of Plumas County or any State or Federal law or regulation

6.06 FINAL DECISION

Within forty-five (45) calendar days of the conclusion of the hearing, unless waived by the parties, the officer shall prepare the record of the hearing and shall submit a written decision of findings of fact, rulings of law, and final disposition. Copies shall be sent to the interested parties.

The hearing officer's decision on the appeal shall be final and binding on all parties, and not subject to further administrative review.

6.07 RESOLUTION

Resolution of a grievance at any step of the procedure that is consistent with County's Employer-Employee Relations Policy, Rule 23, Section H and this Memorandum of Understanding, County Rules and/or applicable law, shall be final and binding on the County and the employee.

7.00 MISCELLANEOUS

7.01 TOOL ALLOWANCE

In January of each year, classifications currently receiving a tool allowance will receive six hundred-fifty dollars ($650.00) per year. Expanded eligibility for tool allowance beyond the current classifications receiving tool allowance shall be mutually agreed upon between the Union

and the County.

7.02 CLOTHING

(a) Road crew field personnel are required to provide at their own expense and wear safety shirts subject to the conditions established by the Road Commissioner, or be subject to disciplinary action.

(b) Road Department field personnel and mechanics/welder shall provide their own insulated coveralls, rain gear, and boots at their own expense.

(c) Building and Grounds employees in the classifications of Maintenance Worker I/II shall provide their own rubber boots, shop coveralls, and insulated coveralls at their own expense.

(d) The County will provide the full cost of coverall cleaning service for employees in the classification of Equipment Service Worker, Equipment Mechanic I/II, Welder, and Lead Equipment Mechanic. The assignment, frequency and service provider to be determined by the Public Works Director.

(e) Beginning in January 2013, the County shall provide a Safety-Clothing/Boot Allowance of Three Hundred Dollars ($300) per year for full-time employees who are required to wear safety-clothing and wear heavy-duty boots in their routine County work assignments. The following classifications are eligible for the Safety-Clothing/Boot Allowance which shall be paid with the first full pay period of each calendar year, or with their first paycheck after assignment to an eligible classification: Road Department Deputy Director, each Public Works Maintenance Supervisor, Equipment Maintenance Supervisor, Leadperson, Road Crew Maintenance Worker I/II/III, Mechanic I/II, Equipment Service Worker, Mechanic Lead Worker, Welder, Building Grounds Maintenance Worker I/II and other Public Works employees as may be designated by the Director. Provided, however, that the January Safety-Clothing/Boot Allowance paid to an employee who has worked less than a full year preceding the payment date, shall be reduced on a prorated basis based on the portion of the preceding year actually worked. Provided further, that if an employee separates from County employment with less than one full year of employment with the County in an eligible classification, a prorated portion of any Safety-Clothing/Boot Allowance paid to that employee shall be reimbursed to the County from the employee's final paycheck in an amount equal to that part of the year not actually worked.

7.03 PROGRAM FOR BONUSES FOR COST-SAVING IDEAS

During the term of this agreement, the County shall implement a program to reward employees with bonuses for ideas which prove to be cost saving ideas for the County. Implementation shall be done in a manner acceptable to the County. The County shall not be obligated to fund the

program with more than five hundred dollars ($500) per fiscal year unless a higher level of funding or a percentage formula is adopted by a mutual written assent.

7.04 FURLOUGH RULE

The County reserves the right to furlough an employee or group of employees, without pay, under the following provisions:

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

(b) The Department Head may furlough an employee or group of employees upon approval of the County Administrative Officer.

(c) An employee furloughed by the Department Head shall be non-compensated during a furlough period but, shall not suffer a reduction in non-salary related benefits of seniority.

(d) The maximum number of furlough days during a fiscal year shall not exceed thirteen (13) days 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.

(e) An employee shall not be furloughed more than one (1) day in any pay period.

(f) Furlough time shall be in full day increments for full time employees and prorated for part time employees.

(g) An employee is to be notified in writing by the Department Head at least ten (10) days prior to the assigned furlough day or days.

(h) Whenever possible, considering needs of the department, the Department Head will give consideration to an employee's choice in selecting the furlough day or days.

(i) The Department Head shall not use the furlough rule as a form of disciplinary action or to discriminate against an employee.

(j) The application of a furlough to an employee or group of employees shall not be subject to the grievance procedure.

8.00 PEACEFUL PERFORMANCE

The parties to this Memorandum of Understanding recognize and acknowledge that the service

performed by County employees covered by this agreement are essential to the public health, safety and general welfare of the residents of Plumas County. The Union agrees that during the term of this agreement, under no circumstances will the Union recommend, encourage or cause its members to initiate or participate in, or will any member of the designated unit take part in, any strike, sit down, stay in, sick out, refusal to work overtime, slow down or boycott, picketing (herein collectively called job action) in any office or department of the County of Plumas, nor to curtail, restrict or interfere any work or operation of the County.

In the event of any job action by any member of the designated unit, the County shall not be required to negotiate on the merits of any dispute which may have given rise to the job action, until the job action has ceased. In the event of any job action, by any unit member during the terms of this Memorandum of Understanding, the Union, by its officers, shall immediately declare in writing and publicize that the job action is illegal and unauthorized and further in writing, direct its members to cease said conduct and resume work. Copies of said notices shall be filed with the County Clerk as a matter of public record.

If, in the event of a job action, the Union promptly and in good faith performs the obligations of this section, and providing that the Union has not otherwise authorized, permitted or encouraged any job action the Union shall not be liable for any damages caused by the violation of this section. The County, however, shall have the right to discipline, to include discharge, any employee who instigates, participates in, or gives leadership to any job action activity, and the County shall have the right to seek full legal redress including damages against offending employee(s).

9.00 AGREEMENT

9.01 FULL AGREEMENT

This Memorandum of Understanding contains all of the covenants, stipulations and provisions agreed by the parties. It is understood that all items relating to employee wages, hours and terms and conditions of employment not covered by this Memorandum of Understanding shall remain the same for its term.

Therefore, except by mutual agreement of the parties or as otherwise provided by herein, for the life of this Memorandum of Understanding, neither party shall be compelled to bargaining with the other concerning any mandatory bargaining issue, whether or not the issue was specifically bargained prior to the execution of this Memorandum of Understanding.

9.02 ENACTMENT

This Memorandum of Understanding shall become effective when ratified by the Union and adopted by resolution of the Plumas County Board of Supervisors. Upon such adoption, the provisions of this Memorandum of Understanding shall supersede and control over conflicting or inconsistent county rules, resolutions or ordinances.

9.03 SAVING CLAUSE

If any provision of this Memorandum Of Understanding shall be held invalid by operation of law or by any court of competent jurisdiction, or if compliance with or enforcement of any provision shall be restrained by any tribunal, the remainder of this Memorandum of Understanding shall not be affected thereby and the parties shall enter in to negotiations for the sole purpose of arriving at a mutually satisfactory replacement for such provision or provisions.

9.04 TERM

This Memorandum of Understanding shall become effective upon the adoption of Resolution by the Plumas County Board of Supervisors on and shall remain in full force and effect from July 1, 2013 through June 30, 2018.

SIGNATURES

UNION

Gregory C. Ramirez
Senior Business Representative — 12-2-2015 Date

Melissa Nisbet
Employee Representative, General Bargaining Unit — 12-7-15 Date

Rosie Olney
Employee Representative, General Bargaining Unit — 12-7-2015 Date

Sharon Sousa
Employee Representative, General Bargaining Unit — 12-07-15 Date

Debbie Wingate
Employee Representative, General Bargaining Unit — 12-7-15 Date

SIGNATURES

COUNTY OF PLUMAS

Jack Hughes – Chief Negotiator

Nancy Selvage – Acting Human Resources Director

OFFICERS AND DIRECTOR'S SIGNATURE PAGE

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

Russ Burns, Business Manager — Date: 12-1-15

Dan Reding, President — Date: 12-1-15

Pete Figueiredo, Vice-President — Date: 12/01/2015

James K. Sullivan
Recording-Corresponding Secretary — Date: 12/01/15

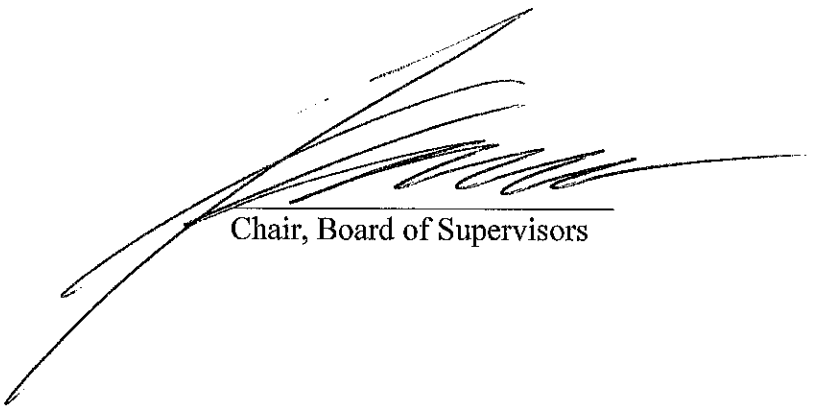
Rick Davis
Director, Public Employee Division — Date: 12-1-15

Adopted by the Plumas County Board of Supervisors this the day of December, 2015 by Resolution Number _____.

AYES:

NOES:

ABSENT:



Chair, Board of Supervisors

Clerk of the Board