

**Sierra County  
Board of Supervisors'  
Agenda Transmittal &  
Record of Proceedings**

<b>MEETING DATE:</b> July 5, 2022	<b>TYPE OF AGENDA ITEM:</b> <input checked="" type="checkbox"/> Regular <input type="checkbox"/> Timed <input type="checkbox"/> Consent
--------------------------------------	---

**DEPARTMENT:** Personnel  
**APPROVING PARTY:** David Prentice, Personnel Director  
**PHONE NUMBER:** 530-289-2879

**AGENDA ITEM:** Amendment to Memorandum of Understanding 2022-008 with employees in the Road Workers Unit for Uniform and Boot allowances.

**SUPPORTIVE DOCUMENTS ATTACHED:**  Memo  Resolution  Agreement  Other

**BACKGROUND INFORMATION:** MOU

**FUNDING SOURCE:**  
**GENERAL FUND IMPACT:** No General Fund Impact  
**OTHER FUND:**  
**AMOUNT:** \$ N/A

**ARE ADDITIONAL PERSONNEL REQUIRED?**  
  
 Yes, -- --  
 No

**IS THIS ITEM ALLOCATED IN THE BUDGET?**  Yes  No  
  
**IS A BUDGET TRANSFER REQUIRED?**  Yes  No

**SPACE BELOW FOR CLERK'S USE**

<p><b>BOARD ACTION:</b></p> <input type="checkbox"/> Approved <input type="checkbox"/> Approved as amended <input type="checkbox"/> Adopted <input type="checkbox"/> Adopted as amended <input type="checkbox"/> Denied <input type="checkbox"/> Other <input type="checkbox"/> No Action Taken	<input type="checkbox"/> Set public hearing For: _____ <input type="checkbox"/> Direction to: _____ <input type="checkbox"/> Referred to: _____ <input type="checkbox"/> Continued to: _____ <input type="checkbox"/> Authorization given to: _____	Resolution 2022- _____ Agreement 2022- _____ Ordinance _____ <b>Vote:</b> Ayes: Noes: Abstain: Absent: <input type="checkbox"/> By Consensus
---	---	--

**COMMENTS:**

---



---



---



---



---

\_\_\_\_\_  
CLERK TO THE BOARD

\_\_\_\_\_  
DATE

**AMENDED MEMORANDUM OF**

**UNDERSTANDING**

**BETWEEN THE**

**ROAD WORKERS UNIT**

**AND**

**THE COUNTY OF SIERRA**

**January 1, 2022**

**to**

**June 30, 2025**

## **SECTION 1 - PREAMBLE**

### **1.1 PARTIES**

This Memorandum of Understanding is entered into by and between the County of Sierra, a political subdivision of the State of California, (hereinafter referred to as the "County"), and the Sierra County Road Workers Bargaining Unit, represented herein by the Operating Engineers Union Local No. 3, Public Employees Division, AFL-CIO, (hereinafter collectively referred to as the "Union" or "Bargaining Unit" as the context requires).

### **1.2 PURPOSE**

It is the purpose of this Memorandum of Understanding (hereinafter referred to as the "MOU") to achieve and maintain harmonious relations between the County and the Union, to provide for equitable and peaceful adjustment of the differences that may arise, and to establish wages, hours, and other conditions of employment.

This MOU is further intended to address matters that are subject to collective bargaining pursuant to provisions of the Myers-Milias-Brown Act (Government Code 3505 et seq.) as to all of the employees that have been previously designated as represented by the Union (under Resolution No. 95-276, and any amendments thereto). This MOU supersedes all previous MOUs as executed by and between the parties.

## **SECTION 2 – RECOGNITION**

### **2.1 EXCLUSIVE REPRESENTATIVE**

The County recognizes the Union as the exclusive bargaining agent for all County employees in the Road Workers Bargaining Unit in accordance with County Resolution No. 95-276.

### **2.2 NEW OR RECLASSIFIED POSITIONS**

All new full-time positions and/or the full-time reclassified positions, as road workers shall be deemed to be represented by this bargaining unit; provided however, that in the event that the County wishes to make any other assignment, the County and Union shall meet as necessary for the purpose of discussing assignment to a bargaining unit. Such assignments to a bargaining unit shall be made by the County only after meeting and conferring with the Union in advance of any such decision.

## **SECTION 3 - UNION RIGHTS**

### **3.1 MEETINGS**

- (a) Employee Contact. Union representatives shall have the right to contact individual employees working within the bargaining unit on matters of Union business. Contact may be made at the work site of the employee during normal business hours with prior approval of the employee's supervisor. Such contact

shall be kept to a minimum in order not to unreasonably interrupt County business. Such approval shall not be unreasonably denied.

- (b) Any authorized representative of the Union shall be permitted to conduct employee meetings on matters within the scope of representation, in County facilities, before and after shifts and during meal periods providing that reasonable notice be given to the Department Manager or designee in advance.
- (c) The Union shall have use of County facilities for meetings of off duty employees and the Union, provided that the Union has requested the facility reasonably in advance of the meeting and has received approval of use from the department in charge of the facility, on the same basis as other organizations. In no case shall County offices or facilities containing sensitive or confidential information or equipment be used.

### **3.2 COMMUNICATIONS**

The Union shall have the right to reasonable use of space on County bulletin boards and the County mail system. The Union shall have use of the County telephone system to communicate with departmental employees provided that the Union pays all costs of such use.

### **3.3 EMPLOYEE LABOR RELATIONS TRAINING**

Two (2) Union members from each unit shall be allowed one (1) day off with pay and benefits each year to attend training regarding labor and employee-employer relations. The two employees in each unit shall be designated by the Union, which shall notify the County at least thirty (30) days prior to the date of such training. The County shall not be responsible for any travel and per diem costs relating to such training.

### **3.4 DISCRIMINATION**

The County agrees not to discriminate against any employee for his/her activity on behalf of, or for his/her membership in the Union, provided however, such activity is conducted in accordance with the County Code and with any MOU in effect between the Union and the County. This shall not affect the right of County to discipline employees for cause in accordance with the County Code.

### **3.5 AGENCY SHOP**

Pursuant to the provisions of Government Code Section 3502.5, upon certification of majority support of the employees in the bargaining unit, the employer shall agree to implement an agency shop consistent with the provisions of Section 3502.5. Such certification may consist of any of the following:

- (a) Voluntary membership of at least seventy-five percent (75%) of the eligible employees in the bargaining unit.

- (b) A petition signed by at least a simple majority (fifty percent plus one) of the eligible employees in the bargaining unit, or
- (c) The approval of at least a simple majority (fifty percent plus one) of the employees who cast ballots in a secret ballot election conduct in accordance with Section 3502.5 in favor of an agency shop.

#### **SECTION 4 - MANAGEMENT RIGHTS**

The County shall have the exclusive right to determine the merits, necessity and organization of any service or activity of County Government all as set forth in the County Code and/or under State law. Unless State Law, County Code or this MOU expressly require the exercise of any right or power affecting employees to be made subject to meeting and conferring with the Union, all such rights and powers are expressly reserved to management. Management rights as set out below may be exercised by County without meeting and conferring with the Union. In its determination of matters concerning the management or administration of County government the County shall retain the exclusive decision-making authority in relation to, but not limited by, the following:

- (a) Determine and modify the organization of County government and its constituent work units.
- (b) Determine the nature, standards, levels and mode of delivery of services to be offered to the public.
- (c) Determine the methods, means and the numbers and kinds of personnel by which services are to be provided.
- (d) Determine whether goods or services shall be made, purchased or contracted for.
- (e) Direct employees, including scheduling and assigning work and overtime.
- (f) Establish employee performance standards and to require compliance therewith.
- (g) Discharge, suspend, demote, reduce in pay, reprimand, withhold salary increases and benefits, or otherwise discipline employees where warranted.
- (h) Relieve employees from duty because of lack of work or lack of funds or for other legitimate reasons.
- (i) Implement rules, regulations and directives consistent with law and the specific provisions of the MOU.
- (j) Take all necessary actions to protect the public and carry out its mission in emergencies. In any matter regarding emergencies which affect items of meet and confer, the County shall notify the Union as soon as possible.

## **SECTION 5 — COMPLETE AGREEMENT WAIVER 5.1**

### **COMPLETE AGREEMENT**

The parties acknowledge that they have had an opportunity to meet and exchange proposals pursuant to the collective bargaining statutes and County policies and that this agreement represents the complete agreement of the parties made pursuant to that bargaining process. The parties further acknowledge that the intent is that this MOU shall have a term from January 1, 2022 through June 30, 2025. Except, as set forth next, neither party shall have an obligation to negotiate with the other during the term of this MOU.

Notwithstanding the foregoing, in the event there is a material change in the County's fiscal condition, including but not limited to the County's general fund, the parties agree that either side may request that negotiations be reopened by providing the other party thirty (30) days advance written notice of the request to reopen, along with a statement of the issues that are to be discussed in any such negotiations. It is agreed that any request to reopen must be for the purpose of addressing the changes to the County's fiscal position and shall include specific proposals as to what changes, if any, should be made to the wages and benefits to employees due to the change. Any such request to reopen negotiations shall only be made during window periods of (1) 45 days preceding the adoption of the preliminary budget; (2) 45 days preceding the date of the hearings on the adoption of the County budget; or (3) within 30 days following the adoption of the final budget. In the event that any request is made to reopen, the other party shall have an additional 20 days in which to bring forward any issues that the party may have in response to the request to reopen negotiations concerning fiscal issues.

## **SECTION 6 - SALARY AND BENEFITS**

### **6.1 SALARIES**

Salary for all employees shall be in the amounts shown on the attached wage tables.

Table "1": reflects the wages in effect as of December 25, 2021, which implements an additional 4% wage increase.

Table "2": reflects the wages in effect as of December 25, 2022, which implements an additional 4% wage increase.

Table "3": reflects the wages in effect as of December 25, 2023 which implements an additional 4% wage increase.

#### **6.1.1 SHIFT DIFFERENTIAL PAY**

Any full-time employee, who works a work shift during the hours of 7:00 p.m. and 7:00 a.m. shall receive additional pay for the hours worked during such period. The compensation paid for the shift period from 7:00 p.m. to 7:00 a.m. shall be called

the "shift differential pay". For each shift during which a regular full-time employee works during shift differential hours, such employee shall receive shift differential pay for such shift differential hours worked between 7:00 p.m. and 7:00 a.m, so that the employee's compensation for such time amounts to one hundred and five percent (105%) of such employee's regular hourly rate.

## **6.2 HEALTH INSURANCE**

### **6.2.1 SELECTION OF HEALTH INSURANCE COVERAGE & BENEFITS**

- a. County will be entitled to select the provider of health insurance programs offered to employees. If the health insurance provider makes any changes to the coverage provided under the health insurance plans(s) provided to employees, then the County shall offer to meet and confer with employees with regard to any changes to the health insurance plan coverage and level of benefits for the employees, to the extent that such changes are within the control of the County (short of opting out of the plan). The Health Insurance provider selected by the County may require that each employee in the represented bargaining unit be enrolled as a member of the plan, as a condition of employment.
- b. During the term of this MOU County shall contribute up to a maximum of \$1,020.00 for the health insurance for each full-time employee, including as applicable, his or her dependents. Should the excise tax as out lined in the Affordable Care Act (ACA), commonly referred to as the "Cadillac tax," become effective during the term of this MOU, the amount of County contribution shall be reduced to \$1 below what is considered a high-cost employer sponsored health plan. In the event that this occurs, the County agrees to meet and confer and bargain in good faith regarding the County health care contributions within 30 days of the reduction of County contributions. Notwithstanding the foregoing, in the event that the employee is enrolled in a health insurance plan at a cost that is less than the maximum, the County shall pay only the cost of such insurance on behalf of the employee. Employees will be individually responsible for the cost of health insurance in excess of the County's maximum contributions as per above.
- c. Permanent part-time employees working less than full-time but at least fifty percent (50%) of a full-time employee (FTE) will have the portion of the County contribution reduced in proportion to the percentage of full-time employee worked by the respective employee and the employee shall pay the remaining portion of the cost of any of said health insurance plans.
- d. The employee share of health insurance payments shall be withheld by the County from each employee's paycheck each month.

All employees will be required to be enrolled in one of the County health insurance programs; provided however, to the extent permitted under the insurance program selected by the County, employees will be given the opportunity to decline insurance based upon the employee having insurance from another source which shall meet the minimum insurance provisions that

are otherwise required to be provided by an employer under the Affordable Care Act and any implementing regulations so that the County will not be subject to any penalties or taxes due to such employees not having acceptable health insurance. In any case in which an employee declines coverage per the above policy, a certificate to that effect may be required by County on a form to be provided, stating that the employee has one of the alternative forms of health insurance coverage, per above, and providing such proof of coverage as is reasonable necessary to verify that it complies with this provision.

### **6.2.2 RESPONSIBILITY FOR HEALTH INSURANCE PREMIUMS UPON EXPIRATION OF MOU**

In the event that the parties fail to enter into a new MOU prior to the expiration of the current MOU, the County shall continue to pay for health insurance premiums as set forth in Section 6.2.1, until a new MOU is adopted or the parties fail to reach an agreement on a new MOU following the meet and confer process.

### **6.3 LIFE INSURANCE**

During the term of this MOU, County shall continue to pay the full monthly premium for Life Insurance for each full-time employee that is party to this MOU for \$50,000 coverage; provide, however, that based on the terms of the policy of the selected insurance carrier the \$50,000 coverage may decline with age for employees 65 years of age or older. In the event that the parties are unable to negotiate a successor agreement by June 30, 2025, the County shall continue to provide this benefit until negotiations are completed. County reserves the right to change the insurance carrier selected to provide life insurance.

## **SECTION 7 - RETIREMENT**

### **7.1. PUBLIC EMPLOYEES RETIREMENT SYSTEM**

The County is a member of the California Public Employees Retirement System. The County participates, by contract, in the Public Employees Retirement System (PERS).

### **7.2 PERS PLAN STRUCTURE & CONTRIBUTION**

The County shall continue the 2.7 percent (2.7%) at age 55 benefit for permanent employees enrolled in the PERS miscellaneous plan whose date of hire was before January 1, 2013 and for employees who are employed by the County as permanent employees on or after January 1, 2013, but who do not constitute new members (to PERS) as defined in Government Code Section 7522.04. Employees shall continue pay 8% of their gross pay towards their PERS retirement costs.

Notwithstanding the foregoing, employees who are employed by the County as permanent employees on or after January 1, 2013, and who constitute new members (to PERS) as defined in Government Code Section 7522.04, shall participate in 2% at age 62 retirement plan through PERS (reference - Government Code Section 7522.20) and shall be required to pay the applicable employee contribution towards the PERS retirement costs as may be



established from time to time by PERS in accordance with the provisions of Government Code Section 7522.30

The County will continue its participation in the federal social security system.

### **7.3 MILITARY SERVICE CREDIT**

The County agrees to continue to provide Section 21024 (Military Service Credit as Public Service) and Section 21027 (Military Service Credit for Retired Persons) for the employees enrolled in the PERS miscellaneous employee plan.

## **SECTION 8 — HOURS OF**

### **WORK 8.1 WORK SCHEDULES**

- (a) Standard Schedule: The standard schedule shall be the regularly assigned hours of work of an employee and may include time worked under a flexible schedule that is mutually agreed upon by the Department Head and the employee. Overtime shall be as set forth in Section 3.08.070 of the new County Personnel Code.
- (b) Flex Schedule: Time worked in excess of eight (8) hours during a twenty-four (24) hour day that is due to a flexible work schedule, which schedule is mutually agreed to between the employee and the Department Head, shall not be counted as time actually worked for the purpose of determining whether an employee is entitled to overtime. In such case, overtime shall be computed as the time in excess of forty (40) hours that an employee actually works in a one (1) week period.
- (c) Only the Department Head or in his or her absence, the Assistant Department Head may authorize and instruct an employee to work overtime.

### **8.2 OVERTIME COMPENSATION**

Notwithstanding any other provision in this MOU or within the County Personnel Code overtime shall be computed solely on the basis of the hours worked in excess of forty (40) hours in a work week and not work in excess of eight (8) hours in any workday, with the weekly pay period running from Sunday to Saturday. Overtime of less than fifteen (15) minutes in excess of the regular workday shall not be computed, nor shall such periods be accumulated for the week. Overtime, if more than fifteen (15) minutes in excess of a regular workday, shall be computed to the nearest one-half (1/2) hour. For the purpose of computing overtime, any sick leave, vacation leave taken, compensatory time off or holiday pay to an employee within a work week shall be deemed to constitute "hours worked" for the purpose of determining eligibility for overtime pay.

Subject to the limited "emergency" exceptions set forth below, overtime may only be earned with the prior written approval of the employee's Appointing Authority, or the Appointing Authority's designated representative. Employees cannot, on their own, decide to earn overtime. Overtime may be authorized only when it is not possible to adjust staffing patterns and/or employee work schedules to provide essential staffing in the following types of circumstances:

- (a) Situations where overtime may be authorized:
  - 1. The unexpected absence of an employee whose position must be filled to avoid a disruption of services or to avoid loss of funding.
  - 2. The necessity of performing an unexpected heavier-than-normal workload to avoid disruption of necessary services.
  - 3. Situations that are uncontrollable emergencies.
  - 4. Attendance at agency directed meetings/conferences, provided that the total overtime authorized is pre-approved by the Appointing Authority. Overtime may not be earned for employee-initiated attendance at seminars, etc.
- (b) Emergency situations qualifying for retroactive approval.

In the face of a bona fide emergency involving risk to life, health or property, the response to which emergency falls within the reasonable scope of the employee's job description, an employee may work overtime on such bona fide emergency situation without prior written authorization, provided that:

- (a) such overtime is reported to the supervisor or Appointing Authority at the earliest opportunity; and
- (b) the overtime is ratified by the Appointing Authority not later than 72 hours after the overtime was accrued.

### **8.3 COMPENSATORY TIME**

At the employees discretion approved overtime may be taken as compensatory time paid at the rate of one and a half times their hourly rate. Compensatory time shall not accrue above 140 hours for any employee. Once an employee accrues in excess of 140 all approved overtime earned shall be paid at one and a half times their hourly rate. The County reserves the right to cash out all or a portion of accumulated hours in excess of 80 hours during November of each year.

### **8.4 PAYMENT UPON TERMINATION**

Any terminating employee shall be entitled, at the next regular pay period after termination, to cash payment equal to the dollar value of any overtime or compensated time off accumulation.

## **SECTION 9 - STANDBY AND CALL BACK PROVISIONS**

### **9.1 STANDBY DEFINED**

"Standby" means that the employee is immediately available to be reached by telephone at a current working telephone number provided to the employee's Department Manager or the latter's designee, and that the employee will respond to any request for call back

within a maximum time of 15 minutes from being called and, if able to safely do so, will report back to work within one hour of being called. . As an alternative to telephone contact availability, the standby employee may utilize a "pager" if, at the option of the County, the latter is provided to the standby employee and the employee remains in pager communication range.

## **9.2 EMPLOYEE RIGHTS**

No representative of the County management shall require or imply that a bargaining unit employee is to remain available during off duty hours in order to receive a call to return to work unless expressly assigned, in writing, to "standby duty" by the management of the County Department. Prior to assigning any such personnel to "standby duty" the Director of the Department shall, if he or she so elects to do so, establish a formal policy providing for standby duty and notifying employees that they may, thereafter, be assigned to standby duty. The adoption of such a standby policy shall not be subject to any further meet and confer obligations.

No employee who is not on "standby" status may be disciplined for failure to be available to return to during non-regular working hours or shift.

## **9.3 COMPENSATION**

Any employee who is assigned standby duty pursuant to a standby policy shall be compensated at the rate of one dollar (\$1.00) for each hour of standby. The assignment of any personnel to standby duty may be canceled by the management of the department by contacting the employee by telephone or any other means of providing actual notice.

## **9.4 CALLBACK**

Employees who are required to return to work after they have left at the end of their assigned shift shall be entitled to a minimum of three (3) hours compensation for each such callback. If an employee is called back within three (3) hours of the start of the employee's next regularly scheduled shift and works continuously through the shift, the employee shall be paid for the actual hours worked. By mutual agreement of the employee and management, the employee may adjust the work schedule to incorporate the callback into the regular work shift for the day.

## **SECTION 10 - FURLOUGHS**

The parties acknowledge that the County is not implementing any furloughs along with or as part of this MOU, provided however, that County reserves the right to implement furloughs pursuant to the provisions in Chapter 3.06 of the County Code, should furloughs be necessary to address any unanticipated budget deficits during the term of this MOU.

## **SECTION 11 - CHANGES IN PAY DATES TO COUNTY EMPLOYEES**

The County will issue electronic payments to employees on the first day of each month. In any year when the first day of the month of July is a non-banking day (when banks are otherwise closed), then the electronic payments to the employees will take place on the next banking day following the first of July. In any other month when the first day of the month is

a non-banking day, then electronic payments to the employees will take place on the last banking day immediately prior to the first day of the month.

### **SECTION 12 - UNIFORMS AND BOOT ALLOWANCE**

Effective January 1, 2022, employees in the following classification shall be eligible for reimbursement of purchase cost of required safety footwear and clothing up to a total of \$300 every calendar year. Eligible safety footwear and clothing shall be considered to include ANSI complaint safety shirts, ANSI/ISEA 107 Class Complaint rain gear, and work footwear, Summer time work footwear shall be leather eight-inch high support work boots appropriate for the work performed. Rubber boots will be high top muck master or equivalent. Snow boots will be high top Whites packers or equivalent. The Road Department Director or his/her designee shall approve request for reimbursement. The following classifications shall be eligible for this reimbursement: Road Department Deputy Director, Lead Person, Road Crew Maintenance Worker I, II, II, Mechanic, Lead Worker, and other employees as designated by the Road Department Director pursuant to resolution number 2010-050.

### **SECTION 13 - TERM OF MOU**

The term of this MOU shall be from January 1, 2022 through June 30, 2025.

### **SECTION 14 - NEGOTIATIONS FOR A SUCCESSOR AGREEMENT**

The Union and the County mutually agree to commence negotiations for a new MOU to replace this MOU, prior to the expiration of this MOU, in the winter of 2025.

Approved by the parties this 24th day of January 2022.

**INTERNATIONAL UNION OF  
OPERATING ENGINEERS, LOCAL #  
AFL-CIO**

**COUNTY OF SIERRA**, a political  
subdivision of the State of California

---

Business Manager  
Dated

---

Lee Adams  
Dated  
Board of Supervisors

Approved as to form:

---

Recording Secretary  
Dated

---

County Counsel  
Dated

---

Business Representative  
Dated