

CONTRACT NUMBER 19-198	HR
COUNTY ORIGINAL	

**MASTER MEMORANDUM OF
UNDERSTANDING
BETWEEN
THE COUNTY OF TRINITY
AND THE UNITED PUBLIC EMPLOYEES
OF CALIFORNIA FOR THE TRINITY
COUNTY SKILLED TRADES UNIT**

**July 1, 2019 through
June 30, 2025**

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Introductory Clause

The following constitutes a master agreement between the COUNTY of Trinity, a political subdivision of the State of California (COUNTY), and the United Public Employees of California (UPEC or UNION) for the Trinity County Skilled Trades Unit (STU), concerning wages, hours and other terms and conditions of employment for the STU, and shall be effective from July 1, 2019 to June 30, 2025.

PREAMBLE

WHEREAS, the COUNTY and UNION, through their respective duly appointed negotiating teams, met and conferred in good faith as defined in Section 3505 of the California Government Code, regarding wages, hours and other terms and conditions of employment; and

WHEREAS, the COUNTY and UNION have, since 1995, endeavored to maintain good faith bargaining relations; and

WHEREAS, the COUNTY and UNION entered into a binding agreement on February 1, 2013, which extended through January 31, 2014; and

WHEREAS, the COUNTY and UNION entered into a binding agreement effective from January 1, 2014 to December 31, 2016; and

WHEREAS, the COUNTY and UNION entered into a binding agreement effective from March 1, 2017 to June 30, 2018; and

WHEREAS, the COUNTY and UNION last entered into a binding agreement effective from July 1, 2018 to June 30, 2019; and

WHEREAS, the COUNTY and UNION desire to set forth in this document all terms and conditions of employment for the term of the agreement; and

WHEREAS, COUNTY and UNION agree that any benefits of this Agreement shall inure to the benefit of employees prospectively and without any retroactive application.

NOW, THEREFORE, the parties agree as follows:

ARTICLE I
DEFINITIONS

- Employer: The term "employer" or "COUNTY" as used herein shall refer to the County of Trinity.
- Union: The term "UNION" as used herein shall refer to UPEC.
- Parties: The term "Parties" as used herein shall refer to the County of Trinity and the UNION for the Skilled Trades Unit jointly.

- Employee:** The term "employee" as used herein shall mean all probationary and permanent regular part-time, full-time, and full-time/part-time employees in classifications of the unit represented by the UNION. The term "employee" does not include "extra help" employees as that term is defined by County Code.
- New Hire:** The term "new hire" as used herein shall mean persons who were not previously employed by the County of Trinity for a period of one or more consecutive years, during the five years prior to the date of reemployment.
- Union:** The term "Union" as used herein shall refer to United Public Employees of California, Local 792.
- Recognized Employee Organization:** The term "recognized employee organization" as used herein shall mean an employee organization which has been formally acknowledged by the public agency as an employee organization that represents employees of the public agency.
- Date of Ratification:** The Date of Ratification of the Agreement shall be the later date after which a representative of the UNION and COUNTY first affix a signature to the document. (i.e. if UNION member signs on August 2 and COUNTY member signs on August 3, the date of ratification of the agreement shall be August 3.)

The Parties adopt the definition of terms provided by Trinity County Personnel Ordinance, Article II, Definitions, section 2.60.100 as if fully stated herein. Those definitions shall apply when used in this Agreement.

ARTICLE II
RECOGNITION

The COUNTY recognizes the UNION as the "Recognized Employee Organization" as defined in California Government Code Section 3501(b) for the Bargaining Unit consisting of the regular part-time, full-time, and full-time/part-time classifications as listed in Exhibit A.

ARTICLE III
RIGHTS OF PARTIES

Section 1 - COUNTY Rights

The rights of the COUNTY include, but are not limited to, the exclusive right to determine the mission of its constituent departments, commissions and boards; set standards of service; determine the procedures and standards of selection for employment and promotion; direct its employees; take disciplinary action, relieve its employees from duty because of lack of work, or for other legitimate reasons, to maintain the efficiency of governmental operations; determine the methods, means, and personnel by which government operations are to be conducted; determine the specifications of job classifications; take all necessary action to carry out its mission in emergencies and exercise complete control and discretion over its organization and the technology of performing its work.

Section 2 - Employee Rights

Employees of the COUNTY shall have the right to form, join and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employer/employee relations including, but not limited to, wages, hours, and other terms and conditions of employment.

Employees of the COUNTY also shall have the right to refuse to join and participate in the activities of employee organizations and shall have the right to represent themselves individually in their employment relations with the COUNTY. No employee shall be interfered with, intimidated, restrained, coerced or discriminated against by the COUNTY or by any employee organization, because of his/her exercise of these rights.

Employees who are members of the UNION may terminate membership only after six months of enrollment. Termination may be effective only in the first week of January and July of each year, while employed by the COUNTY.

Section 3 - UNION Rights

The UNION shall have the following rights and responsibilities:

A. Reasonable advance written notice of any COUNTY ordinance, rule, resolution, or regulation directly relating to matters within the scope of representation proposed to be adopted by the Trinity County Board of Supervisors.

B. Reasonable use of designated COUNTY bulletin boards at COUNTY work facilities.

C. The COUNTY shall deduct dues and/or fees from employee's payroll warrants as certified by the UNION. Employees will be directed to the UNION for enrollment or withdrawal/cancellation of such dues and/or fees. The UNION shall indemnify the COUNTY for any claims made by the employee for deductions made in reliance on the UNION's certification. On an annual basis, before June 30 of each year, the UNION shall provide to the COUNTY a certified list of those for whom deductions should be made and the amounts of the deductions. The UNION shall also provide email notifications regarding certified changes in membership during the year as necessary

D. The right to represent its members before the Board of Supervisors or its authorized representatives with regard to wages, hours, and working conditions or other matters within the scope of representation, subject to the provisions of applicable Federal, State or County laws and regulations.

E. The use of COUNTY facilities for UNION activities, providing that appropriate advance arrangements are made. The granting of such use may be conditioned on appropriate charges to offset the cost of such use.

F. The right to obtain copies of meeting agendas of the Board of Supervisors at a reasonable cost.

G. Reasonable access to employee work locations for officers of the UNION and their officially designated representatives for the purpose of processing grievances or contacting members of the organization concerning business within the scope of representation. Access shall be restricted so as not to interfere with the normal operations of any department or with established safety or security requirements.

H. There shall be no discrimination because of race, creed, color, national origin, gender, sexual orientation or any other legally protected characteristics of any UNION activities allowed by law against any employee by the COUNTY or anyone employed by the COUNTY; and to the extent prohibited by applicable State and Federal law, there shall be no discrimination because of age.

I. Employee representatives of the UNION are entitled to reasonable time off without loss of compensation or other benefits when meeting and conferring with management representatives on matters within the scope of representation. This shall not be construed to entitle employees to have time off to act as a representative or steward in any discipline or grievance proceedings.

J. COUNTY shall recognize three (3) Stewards and shall provide release time for Stewards to meet with management when representing an employee. COUNTY shall not provide release time for Steward Meetings.

K. COUNTY shall distribute new member packets provided by Skilled Trades during new employee orientations.

L. It is acknowledged that nothing contained in this agreement is a waiver by the UNION of its right to meet and confer on any proposed changes by the COUNTY of any matter(s) within the scope of representation, including but not limited to, wages, hours, and other terms and conditions of employment.

Section 4 — Indemnification

A. Indemnity and Hold Harmless: UPEC fully indemnifies and holds harmless and agrees to defend the COUNTY, its officers, agents and employees acting on behalf of the COUNTY against any and all claims, demands, suits, and from liabilities of any nature which may arise out of or by reason of any action taken or not taken by the COUNTY under provisions of this Article.

ARTICLE IV **COMPENSATION AND BENEFITS**

Section 1 - Incorporation of General Provisions of Trinity County Code

Except as to terms expressly provided herein, all the provisions of Article III of Chapter 2.60 of the Trinity County Code are hereby incorporated by reference.

Section 2 — Salary

A. Salary Increases:

1. Commencing July 1, 2019, and on July 1 of each year of the agreement COUNTY shall increase employees' salary as indicated on the attached spreadsheet A.

B. COUNTY may increase salaries above the levels in the agreement after notice and discussion with the UNION for recruitment, retention, or other operational reasons.

C. The provisions for salary set forth in this section shall remain in effect until June 30, 2025. The salary in effect on June 30, 2025 shall continue in effect without any increases after that date until modified by an amendment to this Agreement reached in compliance with Section 3505 of the California Government Code. County may increase salaries above the levels in the agreement after notice and discussion with the Union for recruitment, retention, or other operational reasons.

Section 3 - C.O.L.A.

All employee classifications shall receive a 1.5% Cost of Living Adjustment (C.O.L.A.) on July 1, 2021, a 1.5% C.O.L.A. on July 1, 2022, and a 1.5% C.O.L.A. on July 1, 2023.

No other C.O.L.A.'s shall be authorized during the term of this agreement.

Section 4 — Establishment of Bi-Weekly Payroll

COUNTY and UNION may meet and confer regarding a Bi-Weekly payroll during the term of this agreement.

Section 5 - Medical and Life Insurance

A. Employee Medical Insurance

Commencing with the January 2020 premiums, COUNTY shall pay 90% of the bundled premium for eligible employees at the employee only PERS Choice medical premium. Said premium to commence on the 1st of the month following the month of employment for each employee. COUNTY may change medical insurance programs during the term of this contract, and shall pay the premium for employee medical insurance with comparable coverage to PERS Choice upon change in policies. The bundled premium is the total premium of employee only PERS Choice medical insurance, plus employee only vision insurance and plus family only dental insurance. Employees recognize herein that Medical deductions are made a month in advance and Vision/Dental deductions are made in the month for which the premium applies.

SPOUSE OR REGISTERED DOMESTIC PARTNER ACCOMODATION.

Should an employee and his/her spouse or registered domestic partner both work for the County and are both eligible for County-provided health contributions, one employee may choose in writing to be added to his/her spouse's or registered domestic partner's insurance as a dependent, and the County will make a contribution to the dependent coverage that is equal to the County's contribution to the Employee-only contribution of the covered employee's plan in addition to the County's contribution to the covered employee's dependent coverage. In no event shall the total County's

contribution be greater than the actual premium needed for the level of applicable coverage. Likewise, in no event shall the total County contribution be greater than it would have been without this option being invoked.

All retirees and any employee hired prior to the date of ratification of this Agreement shall be entitled to COUNTY payment of full medical benefits at the Employee Only PERS Choice premium or other equivalent plan adopted prior to retirement. Employees hired after the date of ratification of this Agreement shall be entitled to COUNTY payment of the CalPERS statutory minimum contribution towards any elected plan adopted prior to retirement.

After the first full year of the Agreement is completed, the UNION and COUNTY agree to meet and confer to discuss the potential of offering a 401(a) plan to the employees hired after the date of ratification of the Agreement. This reopener does not apply to any other provision of this Agreement.

B. Retiree Medical Insurance

All retirees, retired or hired prior to the date of ratification, eligible for Medicare shall convert to the PERS Medicare plan and shall be entitled to COUNTY payment of full medical benefits at the Employee Only PERS Choice premium. Employees hired after the date of ratification, eligible for Medicare shall convert to the PERS Medicare plan and shall be entitled to COUNTY payment of the CalPERS statutory minimum contribution.

For covered employees hired on or prior to ratification of the MOU who retire from active County service, the retiree medical premium will be paid as follows:

- (1) The County will continue to pay the statutory minimum amount prescribed by Government Code section 22892 directly to CalPERS;
- (2) CalPERS will deduct the balance of the medical premium from the retiree's retirement payment; and
- (3) The County will concurrently reimburse the retiree the PERS Choice employee only rate, minus the statutory amount prescribed by Government Code section 22892 paid by the County directly to CalPERS.

For covered employees hired after ratification of the MOU who retire from active County service, the retiree medical premium will be paid as follows:

- (1) The County will continue to pay the statutory minimum amount prescribed by Government Code section 22892 directly to CalPERS; and
- (2) CalPERS will deduct the balance of the medical premium from the retiree's retirement payment.

The provisions in subsection (B) shall only take effect if ALL Trinity County Bargaining Units agree to these provisions being implemented. In addition, COUNTY shall provide notice of the proposed changes to CalPERS by November 1st in the year preceding the

proposed change.

C. Employee Life Insurance Coverage

COUNTY shall pay the entire premium for employees' life insurance with \$25,000 coverage, employee only VSP vision insurance coverage and family dental insurance coverage with Delta Dental. Said premiums to commence on the 1ST of the month after each employee has completed six (6) months of employment. COUNTY may change insurance providers during the term of this agreement provided the benefits provided are equal to those currently in effect.

D. Commencing July 1, 2019 through June 30, 2025, any employee hired prior to July 1, 2019 who is eligible and elects not to participate in the COUNTY's medical, dental and/or vision benefits, shall be entitled to the COUNTY's cost, up to the maximum contribution to a member's qualified deferred compensation account, flexible benefit plan or as a cash payment of not more than seven hundred dollars (\$700.00). Cash payments shall be reduced by applicable payroll deductions.

After July 1, 2025, any employee hired prior to July 1, 2019, who is eligible and elects not to participate in the COUNTY's medical, dental and/or vision benefits, shall be entitled to the COUNTY's cost, up to the maximum contribution to a member's qualified deferred compensation account of not more than seven hundred dollars (\$700.00).

Commencing July 1, 2019, employees hired after July 1, 2019, are not eligible for the contribution to a deferred compensation account, flexible benefit plan or cash payment opt-out options above.

E. Total County Medical Contribution Cap

Notwithstanding the foregoing, COUNTY contributions for medical, dental, and vision insurance shall be capped at a total cost to COUNTY of \$850.00 per month. Employees shall be responsible for any future increases in medical, dental or vision insurance costs above the \$850.00 cap, except that, upon retirement, employees hired prior to ratification of this Agreement shall be entitled to PERS Choice employee only full medical benefits, as stated in Article IV, section 5, subsections (A) and (B).

Section 6 — Flexible Benefit Plan

COUNTY shall provide a flexible benefit plan for each employee. It is the intent of the parties that the plan conforms with the requirements of Section 125 of the Internal Revenue Code and regulations issued pursuant thereto. A copy may be obtained from COUNTY Personnel Department and is incorporated herein by reference.

Section 7— Retirement Plans and Contributions

A. The California Public Employee Retirement System (CalPERS) Pension Plan is designated as the COUNTY's primary plan for the employees. The COUNTY shall provide retirement through the Public Employees Retirement System (PERS) for current employees using PERS formula 2.5% @ 55. Employees shall pay the entire employee contribution commencing July 1, 2015. Effective July 1, 2015 and in recognition of employee's assumption of 2% of employee contribution in 2014 and 5% of employee contribution commencing July 1, 2015. COUNTY shall provide a 7% increase in salary

to compensate for reductions due to increased PERS contributions.

B. All new hires, unless exempted under the Public Employee's Pension Reform Act of 2013 shall be employed under the formula for miscellaneous employees, 2.0% at 62.

C. COUNTY shall implement Section 21548 Pre-Retirement Optional Settlement 2 Death Benefit under conditions mandated by CalPERS.

D. The Laborers International Union of North America (LIUNA) Industrial Pension Plan is designated as the supplemental plan and shall not impact any employee's CalPERS benefits.

1. In the event an employee's combined benefits exceed the IRS Section 415 limits, benefits under the LIUNA Supplemental Plan shall be reduced, but not below zero, to the extent necessary to satisfy section 415, before adjustments to benefits under CalPERS are made.

The COUNTY shall make contributions to the LIUNA Industrial Pension Fund in the amount of \$1.51 per hour for each full-time employee commencing with date of employment. Part-time employees shall receive a prorated amount to be reported to the Fund in such manner stipulated by the Fund to keep the hourly pension benefit amount identical as that for full-time employees. An exception to the foregoing shall be full time employees regularly assigned to a 12-hour scheduled (three 12 hour shifts per week) who shall be considered full time. All full time employees shall receive a \$1.51 per hour contribution for fiscal year 19-20, and \$1.67 for fiscal year 20-21 and beyond respectively. Contributions shall be made only for regular employees, not for extra help, or similar positions. During the term of this agreement, the COUNTY reserves the right to increase the COUNTY contribution based on LIUNA requirements.

2. In the event that the contributions required by LIUNA to the plan exceed the amount of the contributions required to be paid by the COUNTY under this MOU, the UNION and UPEC shall save and hold harmless the COUNTY from all claims and demands of LIUNA from said demands in excess of the amount required under this MOU, and shall save and hold harmless the COUNTY from all claims and demands of LIUNA from said demands in excess of the amount required under this MOU, and shall defend any action and pay all attorney's fees required in defense of any claims or action arising out of said demand for additional sums.

E. It is further agreed that all obligations to make payments to LIUNA above the current COUNTY contributions shall be borne by employees, including payments as now exist or increased amounts which may be imposed in the future for rehabilitation plans imposed, plan restructuring, election of "preferred" benefits under the current Rehabilitation Plan or any other reason. However, COUNTY shall increase its obligation as defined in Section 6F. Funded contributions may be made to a pension plan pretax, provided such contribution is permitted under the law and that it is at no cost to the COUNTY other than normal payroll processing costs. A letter ruling from the IRS or similar documentation satisfactory to the COUNTY shall be provided by the Union before pretax contributions shall be made.

F. COUNTY shall elect the "preferred" payment option, if available, and COUNTY shall increase COUNTY contributions not to exceed one-half (50%) of the additional payment obligation under the "preferred" rehabilitation plan.

G. Parties agree to construct a "side letter" amendment to this Agreement if needed to comply with Pension Plan requirements.

H. After the first full year of the Agreement is completed, the UNION and COUNTY agree to meet and confer to discuss removal of the indemnification clauses under this section only.

Section 8 - Conversion of Sick Leave to Retirement Credit or Pay-off of Remaining

A. Employees who were employed by the COUNTY as of March 19, 1996, and who have a minimum of ten (10) years of continuous service at the time of separation in good standing from COUNTY employment, shall have the option to be compensated for unused sick hours up to a maximum of 50% of 960 hours and conversion of any remaining hours to PERS retirement; or to convert all unused sick hours to PERS retirement; or any combination thereof.

B. Employees hired after March 19, 1996, shall not have the option of sick leave payoff, but, along with all other current employees, shall have the option of converting all available sick leave hours at the time of retirement from COUNTY service to PERS retirement credit in accordance with Section 29862.8 of the CalPERS Credit for Unused sick Leave.

Section 9 - Reimbursement for Tuition

With prior approval by the Department Head and HR Director, and subsequent to satisfactory completion of a course relating to management or the employee's department, the Employee may submit a claim for reimbursement of tuition and instructional materials. Said reimbursement shall not exceed five hundred dollars (\$500.00) per employee per fiscal year. In the event the approved course is scheduled during the employees' regular work hours, the Department Head may recommend release time for the class provided that, in the Department Head's view, the time off does not unreasonably impact the discharge of the department's duties, functions and/or activities.

Section 10— Y-Rates

Employees occupying certain classifications may have been, or will be during the term of this Agreement, Y-rated. Employees designated for Y-rating shall be given no salary increases in any form including cost of living adjustments until such time as the Y-rates are removed through adjustment to the compensation plan.

Section 11 — Call Back Minimum

Employees who are called back to work at a time they are not scheduled to work shall receive a two (2) hour minimum. The two (2) hour minimum shall not be applicable in the case of an employee called back to work less than two (2) hours from the beginning of the employee's regularly scheduled shift and the time the employee was called out, the employee shall be provided compensation from that time the employee was called out and the beginning of the regular work shift. Compensation for the call back after a shift has been completed shall only take place when an employee is called back after substantially having left the work site.

Section 12— Shift Differential

A. Swing Shifts. Employees who work second (evening) shifts shall receive an additional twenty-five cents (\$.25) per hour compensation. To be eligible for such shift differential, at least fifty percent (50%) of the employee's schedule of regular hours must be after 4:00 p.m. and prior to 12:00 midnight.

B. Night Shifts. Employees who work third (night) shifts shall receive an additional fifty cents (\$.50) per hour compensation. To be eligible for such shift differential, at least fifty percent (50%) of the employee's schedule of regular hours must be after 12:00 midnight and prior to 8:00 a.m.

Section 13 — Standby/On-Call Compensation

In recognition of the U.S. Department of Transportation restrictions placed on employees occupying safety sensitive positions, COUNTY agrees that in storm situations, such employees shall not be expected to volunteer for informal on-call status but will instead be placed on formal standby/on-call status when the need exists. Employees placed on formal standby/on-call status shall be compensated at the rate of Two Dollars and Fifty Cents (\$2.50) per hour. Employees assigned standby/on-call who are called to work at a time when they are not scheduled to work shall be compensated at their regular rate, or at overtime rates, whichever is applicable under the current COUNTY policy for each half hour or major fraction thereof, provided that compensation shall be for a two (2) hour minimum as outlined in Article IV, Section 10 of this Memorandum of Understanding.

Section 14 — Tool Allowance

Employees occupying the classification of Mechanic I, II, III, or Equipment Shop Supervisor shall be provided a tool allowance of Eight Hundred Fifty Dollars (\$850.00) per year paid in semi-annual payments in June and December for replacement of tools and equipment required to perform their jobs. Said allowance to increase at the rate of \$50.00 per year commencing January 1, 2020, to a maximum of \$1,000 per year.

On June 30 of each year, commencing on June 30, 2020, Employees shall provide an annual list of tools to Risk Management which includes the brand, item, description, and serial number (if applicable) of each tool.

COUNTY shall provide tool insurance for employees occupying the classification of Mechanic I, II or III, and Equipment Shop Supervisor insuring against theft, fire and flood of their personal tools required by COUNTY to perform job duties. Claims for losses under this provision shall be according to procedure established by the County Risk Management and shall require a law enforcement report or incident log for any loss claimed.

Section 15 — Clothing Allowance

A. In September of each year, COUNTY agrees to provide five (5) shirts per year to each employee.

B. In December of each year, COUNTY agrees to provide reimbursement of One Hundred Fifty Dollars (\$150.00) per year for purchase of boots.

Section 16 — Commercial Driver's License Incentive

A. COUNTY agrees to pay the Department of Motor Vehicle fee for registration costs for those employees obtaining or renewing a Commercial Driver's License.

B. COUNTY agrees to pay the total cost for DMV Commercial driver's license physical examinations through the County's contracted physicians, or if an employee chooses to use their personal physician, employee will be reimbursed only up to the highest value of the County's physician rate.

C. In addition, COUNTY agrees to provide an additional twenty-five cents (\$.25) per hour incentive for obtaining and/or maintaining a California Class A Driver's License for those employees occupying the classifications for Road Superintendent, Road Maintenance Worker I, II, III, IV, Road Maintenance Lead Worker I, II, Assistant Road Crew Supervisor I, II, Road Maintenance Crew Supervisor II, III, Mechanic I, II, III, Equipment Shop Supervisor, Storekeeper and Storekeeper Sr.

ARTICLE V
LEAVE

Section 1 — General Provisions

Except as expressly provided herein, the provisions of Article IX, Chapter 2.60 of the Trinity County Code are incorporated by reference.

Section 2 - Compensatory Time

The compensatory time carry-over as provided in the Trinity County Code Chapter 2.60, Article IX, Section 5.80, subsection E, shall be 120 hours from one fiscal year to the next, if the employee notifies the Auditor by the 15th of June. Cash payout for compensatory time off is limited to 20 hours per fiscal year per employee.

Section 3 - Holiday Leave

To earn holiday pay an employee must work the day before and the day after, if scheduled, unless on pre-approved vacation, using pre-approved compensatory time or using sick leave (the Department Head may deny sick pay pending proof of illness).

The Holiday Leave as provided in the Trinity County Code Chapter 2.60, Article IX, Section 2.60.530, subsection A, shall include December 24 (Christmas Eve).

The Holiday Leave as provided in the Trinity County Code Chapter 2.60, Article IX, Section 2.60.530, subsection B, shall be modified as follows:

B. When a holiday as defined in this section falls on a Saturday, the preceding Friday shall be observed as a holiday. When a holiday as defined in this section falls on a Sunday, the following Monday shall be observed as a holiday.

When December 24 falls on a Friday it shall be observed on the preceding Thursday.

When December 24 falls on a Sunday it shall be observed on the preceding Friday.

ARTICLE VI **HOURS OF WORK AND OVERTIME**

Section 1 -Incorporation of COUNTY Code

Unless expressly provided herein, all the provisions of Article I of chapter 2.60 of the Trinity County Code are hereby incorporated by reference.

Section 2 — Schedules

The Department Head may assign a flexible work schedule to accommodate seasonal workload. Regular full-time hours shall consist of 80 hours every 2 weeks and 104 holiday hours per year.

Section 3 — Effect of Sick Leave, Vacation Time and Compensatory Time on Overtime

Overtime at time and one-half and/or Compensatory Time at time and one-half shall be earned only after an employee has actually worked 40 hours in a workweek. Vacation time, personal leave, compensatory time taken, holiday time, and/or sick leave will not count toward the overtime calculation. The exception to this section is a Skilled Trades Unit employee asked to work beyond the end of his scheduled shift or called back from a scheduled day off or approved leave, with Department Head approval, will receive time and a half for the day called back or for the hours worked beyond the end of his scheduled shift.

Section 4 – Election of Compensatory Time Off

In the event that overtime is authorized, an employee may decide to take payment at a rate of one and one-half hours for each hour worked or compensatory time off at a rate of one and one-half hours for each hour worked; provided, however, that if sufficient funds are not available in a department, the employee may be requested to work for compensatory time only. If funds are restricted and cannot be used for compensatory time, the Department will solicit volunteers prior to requiring employees to work overtime.

ARTICLE VII **RECRUITMENT, APPLICATION AND SELECTION FOR EMPLOYMENT**

Section 1 – Incorporation of COUNTY Code

Except as to terms expressly provided herein, all the provisions of Article III of Chapter 2.60 of the Trinity County Code are hereby incorporated by reference.

Section 2 – AB 119 Compliance

A. New Employee Orientation

This section shall apply to employees hired after the date of this Agreement who are appointed to a classification within the bargaining unit for which the Union is the exclusively recognized employee organization.

New employee orientation shall occur within thirty (30) days of an employee's hire. The Union will be provided not less than ten (10) calendar days' notice in advance of the time, date and location of the orientation. The Union will be given up to thirty (30) minutes as part of the orientation to present Union membership information.

Attendance of the new employee at the Union portion of the orientation is mandatory. Management representatives will excuse themselves during the Union portion of the orientation. Employee representatives conducting orientation shall be granted paid release to do so, including reasonable travel time if needed.

B. Information Provided to Union

The Employer will provide the Union a digital file via email to the email address designated by the Union containing the following information:

- Name.
- Job title.
- Department.
- Work location.
- Work, home and personal cellular telephone numbers.
- Personal email addresses on file with the Employer.
- Home address.

Such information will be provided as follows:

1. For new hires:
 - Within thirty (30) days of the date of hire.
2. Regularly, for all bargaining unit employees:
 - Quarterly effective October 1, 2017.

Notwithstanding the foregoing, limited to the express purpose of AB 119 requirements only, an employee may opt out via written request to the Employer (copy to the Union) to direct the Employer to withhold disclosure of the employee's:

- Home address.
- Home telephone number.
- Personal cellular telephone number.
- Personal email address.
- Birth date.

ARTICLE VIII
DISCIPLINARY AND GRIEVANCE PROCEDURES

Except as provided in Government Code section 3300 through 3311, all provisions of Article X, section 2.60.610 through 2.60.620 of Chapter 2.60 are hereby incorporated by reference.

An employee shall, with prior approval from their Department Head, be allowed a reasonable amount of time, as determined by their Department Head, to prepare a grievance or disciplinary appeal.

ARTICLE IX
GENERAL PROVISIONS

Section 1 —No Strike Clause

UNION agrees that under no circumstances will UNION recommend, encourage, cause or permit its members to initiate, participate in, nor will any member of the UNION take part in, any strike, sit-down, stay-in, sick-out, slow-down, nor to picket in such a manner as to block the entrances to COUNTY buildings, nor to picket with signs dealing with matters agreed to in the current Memorandum of Understanding in any office or department of the Employer, nor to curtail any operation of the COUNTY during the period in which the Parties are meeting and conferring on a successive Memorandum of Understanding, until such time as impasse has been declared and mediation attempts have failed (hereinafter referred to as work stoppage). In the event of any work stoppage, during the term of this Agreement or prior to the declaration of impasse and the failure of mediation attempts, by any member of the UNION, the Employer shall not be required to negotiate on the merits of any dispute which may have given rise to such work stoppage until the work stoppage has ceased.

Section 2 — Violation of Work Stoppage Provision

In the event of any work stoppage during the term of this Memorandum of Understanding whether by the UNION or by any member of the UNION, the UNION, or by its officers, shall immediately declare in writing and publicize to the membership that such work stoppage is a violation of the Memorandum of Understanding and unauthorized, and further direct its members in writing to cease said conduct and resume work. Copies of such written notice shall be served upon the employer. In the event of any work stoppage which the UNION has not authorized, permitted or encourage, UNION shall not be liable for any damages caused by the violation of this provision.

Section 3 – Per Diem Rates

Per Diem shall be granted in accordance with Trinity County Code Section 2.60, Article XII – Travel Policy.

Section 2.60.770 – Travel Reimbursement shall be modified as follows

D. Meal & Incidental Reimbursement

In order to be eligible for breakfast reimbursement, an employee must leave at least two hours before their regular work time. In order to be eligible for dinner reimbursement, an employee

must arrive at their worksite or home at least two hours after their regular work time. An employee eligible for two or three meals on the same day may claim reimbursement for the combined total of each eligible meal (fifty or sixty-five dollars) regardless of the actual number of meals eaten. However, employees shall not be eligible for reimbursement for meals that are included in the cost of any registration fee.

2. Meal reimbursements for overnight travel in excess of 24 hours shall be at \$50.00 per day for travel within the following counties:

Alpine	Lake	Shasta
Amador	Lassen	Solano
Butte	Madera	Stanislaus
Calaveras	Merced	Sutter
Colusa	Modoc	Tehama
Del Norte	Plumas	Trinity
El Dorado	San Benito	Tuolumne
Glenn	Sierra	Yuba
Imperial	Siskiyou	

3. Meal reimbursements for overnight travel in excess of 24 hours shall be at \$65.00 per day for travel within the following counties:

Alameda	Mono	San Joaquin
Contra Costa	Monterey	San Luis Obispo
Fresno	Napa	San Mateo
Humboldt	Nevada	Santa Barbara
Inyo	Orange	Santa Clara
Kern	Placer	Santa Cruz
Kings	Riverside	Sonoma
Los Angeles	Sacramento	Tulare
Marin	San Bernardino	Ventura
Mariposa	San Diego	Yolo
Mendocino	San Francisco	

Per-diem localities with county definitions shall include “all locations within, or entirely surrounded by, the corporate limits of the key city as well as the boundaries of the listed counties, including independent entities located within the boundaries of the key city and the listed counties”.

4. Meal reimbursement shall be at \$65.00 per day for overnight travel outside of the State of California

5. Employees shall not be eligible for reimbursement for meals that are included in the cost of any registration fee (Continental Breakfasts not included). If an employee needs to deduct a meal amount, first determine the location where you will be working on official travel. Find the corresponding amount on the first column of the table (M&IE Total) and then look across

that row for each specific meal deduction amount.

Total	Continental Breakfast/ Breakfast	Lunch	Dinner
\$50.00	\$12.00	\$15.00	\$23.00
\$65.00	\$15.00	\$20.00	\$30.00

All other provisions of Section 2.60 not in conflict with the language of this MOU shall remain unchanged.

Section 4 - Entire Agreement

This is the entire agreement between the parties and sets forth all terms and conditions relating to the respective rights of the parties and supersedes all prior agreements.

Section 5 - Savings Clause

If any Item or Section of this Agreement should be found invalid, unlawful, or unenforceable by reason of any existing or subsequent enacted legislation or by judicial authority, all other Items and Sections of this Agreement shall remain in full force and effect for the duration of this Agreement. In the event of invalidation of any Item or Section, the COUNTY and the UNION agree to meet within thirty (30) days for the purpose of renegotiating said Item or Section.

Section 6 - Amendments

The parties may mutually agree to meet and confer on any subject at any time. Any amendment or modification to this Agreement shall be in writing and shall not be effective unless and until signed by the authorized representatives of the parties to this Memorandum.

The parties are not required to meet and confer on any changes to exhibits and appendices which changes are not covered by the Myers Milias-Brown Act.

Section 7 - Compliance with Memorandum

In the event of any violation of the terms of this memorandum, responsible and authorized representatives of the UNION or the employer, or any individual department head, as the case may be, shall promptly take such affirmative action as is within their power to correct and terminate such violation for the purpose of bringing such un-authorized persons into compliance with the terms of this Memorandum. Individuals acting or conducting themselves in violation of the terms of this memorandum shall be subject to discipline up to and including discharge. The employer shall enforce the terms of this Memorandum on the part of its supervisory personnel; the UNION shall enforce the terms of this Memorandum on the part of its members.

Section 8 — Incorporation of County Code

Except as to terms expressly provided herein, all the provisions of articles I through XV of Chapter 2.60 of the Trinity County Code are herein incorporated by reference.

Section 9 —Classification and Compensation Study Issues

If on the date of ratification of this MOU, classification changes have not been approved by the UNION and COUNTY, the COUNTY and UNION agree to meet and confer to discuss classification changes as recommended by Koff and Associates and further agree that these classification changes should not delay implementation of the other terms of this MOU as have been agreed to herein.

Section 10 — Signature Clause

**UNITED PUBLIC EMPLOYEES OF
CALIFORNIA,
LOCAL 792 – TRINITY COUNTY
SKILLED TRADES UNIT**

COUNTY OF TRINITY

Ron Copeland 12/5/19
Ron Copeland - Negotiator Date

Sophia Meyer 12-5-19
Sophia R. Meyer, Date
Dep. County Counsel
County Negotiator

[Signature] 12-3-2019
Scott McAllister – Team Member Date

Susie Clayton 12-3-19
Susie Clayton – Team Member Date

[Signature] 11-27-19
Shelly Nelson, Date
Director of HR
County Negotiator

Jonathan Fargo 12-6-19
Jonathan Fargo – Team Member Date

ADOPTED:

Judy Morris 11/19/2019
Judy Morris, CHAIRMAN of the Board of Date
Supervisors, County of Trinity, State of
California

APPROVED AS TO FORM:

[Signature] 11/19/2019
MARGARET LONG, County Counsel Date
County of Trinity

ATTEST:

Tina Duong 11/19/2019
TINA DUONG, Deputy Clerk of the Board of Date
Supervisors of the County of Trinity

EXHIBIT A
RECOGNITION — SKILLED TRADES

TITLE

Assistant Road Crew Supervisor I
Assistant Road Crew Supervisor II
Engineer, Assistant
Engineer, Junior
Engineer, Senior
Engineering Aide
Engineering Associate I
Engineering Associate II
Engineering Technician I
Engineering Technician II
Engineering Technician III
Environmental Compliance Specialist
Environmental Compliance Specialist Senior
Equipment Shop Supervisor
Mechanic Apprentice
Mechanic I
Mechanic II
Mechanic III
Road Maintenance Crew Supervisor III
Road Maintenance Crew Supervisor II
Road Maintenance Lead Worker II
Road Maintenance Worker I
Road Maintenance Worker II
Road Maintenance Worker III
Road Maintenance Worker IV
Road Maintenance Lead Worker I
Road Maintenance Lead Worker II
Senior Engineering Aide
Senior Traffic Aide
Storekeeper
Storekeeper, Senior
Traffic Aide
Transportation Planning Technician
Transportation Planning Assistant
Transportation Planning Associate
Transportation Planner, Senior

Skilled Trades Unit

Attachment A