

CONTRACT NUMBER 17-108	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**

**March 1, 2017 through
June 30, 2018**

TABLE OF CONTENTS

Introductory Clause 4

Preamble 4

ARTICLE I – DEFINITIONS 4

ARTICLE II – RECOGNITION 5

ARTICLE III – RIGHTS OF PARTIES 5

 Section 1 – COUNTY Rights 5

 Section 2 – Employee Rights5

 Section 3 – UNION Rights 5

 Section 4 – Agency Shop 6

ARTICLE IV – COMPENSATION AND BENEFITS 8

 Section 1 – Incorporation of General Provisions of Trinity County Code 8

 Section 2 – Salary 8

 Section 3 – Establishment of Bi-Weekly Payroll 8

 Section 4 – Medical and Life Insurance 8

 Section 5 – Flexible Benefit Plan 9

 Section 6 – Retirement Plans and Contributions 9

 Section 7 – Conversion of Sick Leave to Retirement Credit or Pay-off of Remaining
Hours 10

 Section 8 – Reimbursement for Tuition Flexible Benefit Plan 11

 Section 9 – Y-Rates 11

 Section 10 – Call Back Minimum 11

 Section 11 – Shift Differential..... 11

 Section 12 – Standby/On-Call Compensation 11

 Section 13 – Tool Allowance 12

 Section 14 – Clothing Allowance 12

 Section 15 – Commercial Driver’s License Incentive 12

ARTICLE V – LEAVE 12

 Section 1 – General Provisions 12

 Section 2 – Compensatory Time 12

 Section 3 – Holiday Leave 13

ARTICLE VI – HOURS OF WORK AND OVERTIME 13

 Section 1 – Incorporation of County Code 13

 Section 2 – Schedules 13

 Section 3 – Effect of Sick Leave, Vacation Time and Compensatory Time 13

ARTICLE VII – RECRUITMENT, APPLICATION AND SELECTION
FOR EMPLOYMENT 13

ARTICLE VIII – DISCIPLINARY AND GRIEVANCE PROCEDURES 14

ARTICLE IX – GENERAL PROVISIONS 14

 Section 1 – No Strike Clause 14

 Section 2 – Violation of Work Stoppage Provision 14

 Section 3 – Per Diem Rates 14

 Section 4 – Entire Agreement 16

 Section 5 – Savings Clause 16

Section 6 – Amendments 16
Section 7 – Compliance with Memorandum 16
Section 8 – Incorporation of County Code 16
Section 9 – Signature Clause 17
EXHIBIT A – Recognition – Skilled Trades 18

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 March 1, 2017 to June 30, 2018.

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 last entered into a binding agreement effective from January 1, 2014 to December 31, 2016; 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, MI-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.

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 UPEC as the sole and exclusive representative for the UNION consisting of the classifications as listed in Exhibit A:

ARTICLE III
RIGHTS OF PARTIES

Section I - 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 right to payroll deductions made for payments of organization dues for UNION members, and service fees for non-UNION members.

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, or 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 — Agency Shop

A. All employees in the Skilled Trades Unit must either join the UNION and

pay dues, or pay an Agency Fee to the UNION in lieu of UNION dues.

B. Payroll Deduction: All employees in the Skilled Trades Unit shall complete the COUNTY approved form authorizing payroll deduction and return the completed form to the Personnel Department. Should an employee fail to provide a form authorizing payroll deduction for UNION dues or Agency Fee, the UNION shall have the authority to pursue such payment directly or by other legal means.

C. Religious Objector: Any employee who is a member of a bona fide religion, body, or sect which has historically held conscientious objection to joining or financially supporting public employee organizations shall not be required to join or financially support UPEC. Such an employee shall authorize a payroll deduction in an amount equal to the Agency Fee to a non-religious, non-labor, charitable organization exempt from taxation under Section 501(c)(3) of the Internal Revenue Code. Payroll deductions under this section shall only be authorized for such organizations which have been approved by the COUNTY Auditor in accordance with Section 3502.5(a) of the Government Code. Each person requesting exemption from payment of the Agency Fee under this provision shall file a claim with UPEC on a form provided by UPEC and approved by the COUNTY. A claim for religious exemption must be filed within thirty (30) days of the hire date or other action bringing an employee into the Skilled Trades Unit. Claims received after the thirty (30) day period will not be considered. Should an employee request an exemption from payment of the Agency Fee because he/she asserts he/she has become a member of a bona fide religion, body, or sect which has historically held conscientious objection to joining or financially supporting public employee organizations, the employee must file a claim for religious objection within thirty (30) days on a form provided by UPEC and approved by the COUNTY.

D. UPEC shall review all claims for religious exemption and notify the employee and Payroll of approval or denial of the claim within thirty (30) days of receipt by UPEC. An employee's sole remedy for reconsideration shall be with UPEC.

E. Financial Report: UPEC shall maintain an adequate itemized record of its expenditures and financial transactions, and shall make available annually to the COUNTY and to the employees in job classifications within the Skilled Trades Unit, a detailed written financial report thereof in the form of a balance sheet and operating statement. Such financial report shall be made available within sixty (60) days after the end of its fiscal year and shall be certified as to its accuracy by a certified public accountant.

F. 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. Commencing March 1, 2017, COUNTY shall increase employee's salary one percent (1%).

Commencing July 1, 2017, COUNTY shall increase employee's salary two percent (2%).

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 UNION and COUNTY agree to use the compensation portion of the DRAFT Classification and Compensation study during negotiations for a successor contract if no final version is available by that time.

Section 3 — Establishment of Bi-Weekly Payroll

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

Section 4 - Medical and Life Insurance

A. County shall pay the entire premium for full-time employees at the PERS Choice medical premium. The premium, for part-time employees shall be pro-rated. 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.

All retirees shall be entitled to County payment of full medical benefits at the PERS Choice premium or other equivalent plan adopted prior to retirement.

B. All retirees, regardless of date of hire, eligible for Medicare shall convert to the PERS Medicare plan and shall be entitled to County payment of full medical benefits at the PERS Choice premium.

C. 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, 2015, any employee 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.

E. Notwithstanding the foregoing, COUNTY contributions for medical, dental, and vision insurance shall be capped at a total cost to COUNTY of \$700.00 per month. Employees shall be responsible for any future increases in medical, dental or vision insurance costs above the \$700.00 cap, except that, upon retirement, employees shall be entitled to employee only medical benefits.

F. In anticipation of receiving an updated schedule of PERS Medical Insurance Premiums on or about July 1, 2017, the COUNTY and BARGAINING UNIT agree to re-open discussion regarding medical insurance premium increases no later than July 15, 2017, or as soon thereafter as the updated premiums are available, to discuss any effect an increase in premium may have on the employees.

Section 5 — 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 6 — 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 \$1.01 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 receive a \$1.01 per hour contribution. Contributions shall be made only for regular employees, not for extra help, or similar positions.

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 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 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 Association 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.

Section 7 - 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 8 - Reimbursement for Tuition

With prior approval by the Department Head and Personnel Officer, 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 two hundred fifty dollars (\$250.00) per employee per 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 9 — 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 10 — 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 11 — 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 12 — 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 ⁸ 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 13 — Tool Allowance

Employees occupying the classification of Mechanic I, II, III, or Equipment Shop Supervisor shall be provided a tool allowance of Five Hundred Fifty Dollars (\$550.00) per year 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, 2014, to a maximum of \$1,000 per year.

COUNTY shall provide tool insurance for employees occupying the classification of Mechanic I, II or III, and Equipment Shop Supervisor insuring against theft 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 Auditor.

Section 14 — Clothing Allowance

COUNTY agrees to provide five (5) shirts per year to each employee and reimbursement of One Hundred Fifty Dollars (\$150.00) per year for purchase of boots.

Section 15 — 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. 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.

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

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.

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

C. 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 Miliias-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.

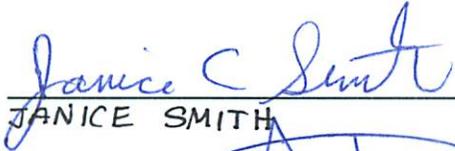
Section 8 — Incorporation of County Code

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.

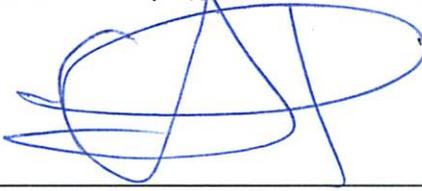
Section 9 — Signature Clause

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

COUNTY OF TRINITY


JANICE SMITH Date 6/21/17


David Prentice, Asst. County Counsel Date
County Negotiator

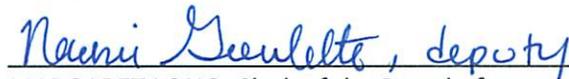

Steve Allen Date 6-26-17
Negotiator


Shelly Pourian, Director of HR Date 6/20/17
County Negotiator

ADOPTED:


JOHN FENLEY, CHAIRMAN of the Board of Date 06/20/2017
Supervisors, County of Trinity, State of
California

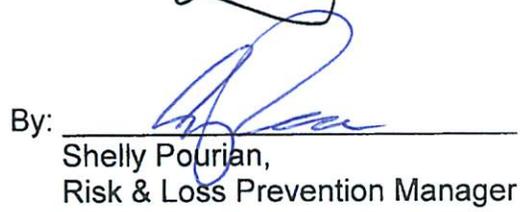
ATTEST:


for MARGARET LONG, Clerk of the Board of Date 06/20/2017
Supervisors of the County of Trinity

Approved as to Form:

By: 
Angela Bickle, Auditor/Controller

Date: 6/16/17

By: 
Shelly Pourian,
Risk & Loss Prevention Manager

Date: 6/19/17

By: _____
Margaret Long, County Counsel

Date: _____

Approved as to Form:

By: _____
Angela Bickle, Auditor/Controller

Date: _____

By: _____
Shelly Pourian,
Risk & Loss Prevention Manager

Date: _____

By:  _____
Margaret Long, County Counsel

Date: 6/16/17

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
Senior Engineering Aide
Senior Traffic Aide
Storekeeper
Storekeeper, Senior
Traffic Aide
Transportation Planning Technician
Transportation Planning Assistant
Transportation Planning Associate
Transportation Planner, Senior