

ARTICLE I

TERM

This Memorandum of Understanding is entered on the 1st day of September ~~2014~~, 2013, by the County of Del Norte (hereafter County) and Service Employees International Union Local 1021 (hereafter Union). This agreement is entered into under the authority of the Meyers-Milias-Brown Act (MMBA) Gov't Code section 3500 et seq. Nothing in this article is intended to derogate from legal protections enjoyed by employees under Federal or State law, except to the extent that variance, exception or exclusion is permitted through collective bargaining. This MOU shall expire on August 31, ~~2013~~, 2016, unless extended by mutual agreement. The parties shall file written proposals for contract renewal not later than April 1, ~~2013~~ 2016.

RECOGNITION

The County recognizes the Union as the exclusive collective bargaining agent for all regular permanent full-time and permanent part-time employees in the miscellaneous unit, excluding all Executive Management [EM(E)], Management [M(E)], Confidential [C(E)] and Extra Help employees. See Attachment A for a list of classifications covered by this Agreement.

MANAGEMENT RIGHTS AND RESPONSIBILITY

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

Management Responsibilities

The exercise of these rights shall not preclude the Union from meeting and conferring with the County on the impact of County actions on matters within the scope of representation pursuant to Government Code § 3500 et seq. or otherwise limiting the exercise of particular rights in accordance with the express terms of this Agreement.

Management is expected to conform to the standard of conduct expected of public employees and is expected to refrain from activity which is in violation of federal, state or county law, or the County Employer-Employee Relations Policy.

TENTATIVE AGREEMENT

COUNTY OF DEL NORTE:

SERVICE EMPLOYEES
INTERNATIONAL UNION LOCAL
1021

Jay Sariva
Date: 10/31/13

John X. Han
Date: 10/31/13