

MEMORANDUM OF UNDERSTANDING



COUNTY OF NEVADA AND SHERIFF'S MANAGEMENT ASSOCIATION

Safety Supervisory and Management Employees' Bargaining Unit

FOR THE PERIOD OF
~~JULY 1, 2021 THROUGH JUNE 30, 2024~~ JULY
1, 2025 THROUGH JUNE 30, 2028

SAFETY SUPERVISORY AND MANAGEMENT EMPLOYEE'S BARGAINING UNIT

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PREAMBLE

This MEMORANDUM OF UNDERSTANDING, hereinafter referred to as the MOU, is entered into by and between the COUNTY OF NEVADA, hereinafter referred to as the County, and the NEVADA COUNTY SHERIFF'S MANAGEMENT ASSOCIATION, hereinafter referred to as the Association or SMA, for the has as its purpose of the establishment of an equitable and peaceful procedure for the resolution of differences and the establishment of rates of pay, hours of work, and other conditions of employment for employees assigned to members of the Safety Supervisory and Management Employees' SMA Bargaining Unit.

ARTICLE 1 RECOGNITION

1.1 RECOGNITION

The County recognizes the Association SMA as the exclusive representative of the classifications listed in Appendix A ~~ose employees within the Safety Supervisory and Management Employees' Bargaining Unit~~, for the purpose of meeting and conferring in good faith on matters within the scope of representation.

ARTICLE 2 SALARIES COMPENSATION

2.1 SALARY INCREASES

a. General Salary Increase

a. Effective the first full pay period after July 1, 2025, members of the bargaining unit shall receive a salary increase of two percent (2%) ~~The County will provide the following general salary increases, effective the first full pay period of each fiscal year to employees in each of the classifications in the Unit with the exception of those employees who have been "y rated":~~

Effective the first full pay period after July 1, 2026, members of the bargaining unit shall receive a salary increase of three percent (3%)

Effective the first full pay period after July 1, 2027, members of the bargaining unit

shall receive a salary increase of two percent (2%).

~~2.0% effective 21/22~~

~~2.0% effective 22/23~~

~~2.0% effective 23/24~~

~~b. Market / Equity AdjustmentsThe County will provide the following additional salary equity adjustments effective the first full pay period of each fiscal year, to employees in each of the classifications in the Unit with the exception of those employees who have been "y-rated":~~

~~b. 2% effective 21/22~~

In addition, classification-specific market/equity adjustments shall be provided as specified in Appendix B.

2.2 SOCIAL SECURITY CONTRIBUTION

Each ~~regular~~ employee shall pay his/her contribution to the system.

2.3 SHIFT DIFFERENTIAL

~~Regular e~~Employees, ~~except Night Supervisors in Juvenile Hall and Crisis Workers,~~ who, within any pay period, are required to work 40 or more regularly-scheduled hours between 6:00 P.M. and 6:00 A.M. shall receive a shift differential of 5% of base salary for all hours worked during the subject pay period.

The parties agree that subject to PERL and CalPERS' regulations and guidance, this is reportable to CalPERS as special compensation.

2.4 POST CERTIFICATION INCENTIVE PAY

a. ~~Each regular employee of the Safety Supervisory and Management Bargaining Unit who SMA bargaining unit membersEmployees who has obtained and maintain currently possesses~~ a Peace Officers Standards and Training (POST) Advanced Certificate ~~S~~shall receive an incentive pay differential of 5.0% of base salary. A copy of the certificate shall be submitted concurrently with the personnel action form to initiate the salary differential. Effective the first full pay period after January 1, 2027, the POST Advanced Certificate incentive pay differential shall increase to six percent (6.0%) of base salary.

- 1) New employees in the Sergeant classification shall be eligible for Intermediate POST incentive pay (2.5% of base salary per month) for a maximum of two years following

promotion or employment into an eligible position or until eligible for the Supervisory POST whichever comes first.

- b. ~~Each regular employee of the Safety Supervisory and Management~~ **SMA Bargaining Unit members** ~~Employees~~ who ~~has obtain and maintain ed and currently possesses a Peace Officers Standards and Training (POST) Supervisory Certificate~~ shall receive an incentive pay differential of two and one half percent (2.5%) of base salary, which shall be considered cumulative of the differential paid for the Advanced Certificate. A copy of the certificate shall be submitted concurrently with the personnel action form to initiate the salary differential.
 - c. ~~Each regular employee in the Lieutenants, Captains and Chief DA Investigators classifications who has obtain ed and currently possesses and maintain a Peace Officers Standards and Training (POST) Management Certificate~~ shall receive an incentive pay differential of three and one half (3.5%) of base salary. The Management Certificate shall be considered cumulative of the differential paid for the Advanced Certificate. A copy of the certificate shall be submitted concurrently with the personnel action form to initiate the salary differential.
- 1) New employees in the Lieutenant, Captain and Chief DA Investigator classifications shall be eligible to retain their Supervisory POST incentive pay for a maximum of two years following promotion to one of the classifications mentioned in this subsection.

The parties agree that subject to PERL and CalPERS' regulations and guidance, this is reportable to CalPERS as special compensation.

2.5 TRUCKEE DIFFERENTIAL

~~In addition to the compensation enumerated in this Agreement, there shall be paid a A~~ differential of ten percent (10%) ~~percent~~ of base salary shall be paid payable to each ~~regular~~ employee who is regularly assigned to and working a minimum of 40 hours per pay period in the Truckee-Donner area of Nevada County. An employee who is regularly assigned to and working a minimum of 40 hours per pay period in the Truckee-Donner area of Nevada County who is on paid County time during the commute is not eligible for the Truckee Differential. For example, an employee who reports to Nevada City, picks up a County provided vehicle and commutes to Truckee on paid County time is not eligible for this differential.

The parties agree that subject to PERL and CalPERS' regulations and guidance, this is reportable to CalPERS as special compensation.

2.6 EDUCATIONAL INCENTIVES

Eligible regular Employees of the Safety Supervisory and Management Bargaining Unit shall receive one of the two Educational Incentives listed below for completion of the corresponding degree:

AA/AS Degree-	\$150 per month-
BA/BS Degree-	\$250 per month-

Effective the first full pay period after July 1, 2025, the educational amounts shall increase to the following:

AA/AS Degree	\$175 per month, i.e. \$80.77 per pay period
BA/BS Degree	\$275 per month, i.e. \$126.92 per pay period

Effective the first full pay period after July 1, 2026, the educational amounts shall increase to the following:

AA/AS Degree	\$200 per month, i.e. \$92.31 per pay period
BA/BS Degree	\$300 per month, i.e. \$138.46 per pay period

A copy of the degree shall be submitted concurrently with the personnel action form to initiate the educational incentivesalary differential.

The parties agree that subject to PERL and CalPERS' regulations and guidance, this is reportable to CalPERS as special compensation.

2.7 CRITICAL INCIDENT NEGOTIATIONS TEAM DIFFERENTIAL

Effective the first full pay period after July 1, 2025, the County shall pay a differential of five percent (5%) of base salary to each employee assigned in writing by the Sheriff or designee to the Critical Incident Negotiations Team (CINT). Members of the CINT are specially trained, fully sworn peace officers who possess and maintain required certifications related to critical incident and hostage negotiations.

The parties agree that subject to PERL and CalPERS' regulations and guidance, this is reportable to CalPERS as special compensation.

2.87 INVESTIGATOR DIFFERENTIAL

The County shall pay a differential of five percent (5%) of base salary to each employee in the classification of Sheriff's Sergeant who is assigned in writing by the Sheriff or his designee to the Investigator Unit.

The parties agree that subject to PERL and CalPERS' regulations and guidance, this is reportable to CalPERS as special compensation.

2.98 TACTICAL TEAM DIFFERENTIAL

The County shall pay a differential of 5% of base salary to each ~~employee in the classifications of~~ Sheriff's Sergeant or Sheriff's Lieutenant who is assigned in writing by the Sheriff or ~~his~~ designee to the Tactical Team.

The parties agree that subject to PERL and CalPERS' regulations and guidance, this is reportable to CalPERS as special compensation.

2.109 DIVE TEAM DIFFERENTIAL

~~Effective the first full pay period in July 2008~~ The County shall pay a differential of 5% of base salary to each ~~employee in the classification of~~ Sheriff's Sergeant who is assigned in writing by the Sheriff or ~~his~~ designee to the Dive Team.

The parties agree that subject to PERL and CalPERS' regulations and guidance, this is reportable to CalPERS as special compensation.

2.110 LONGEVITY PAY DIFFERENTIAL

~~1. Effective the first full pay period following July 1, 2016, each regular employee of the Sheriff's Management Association Bargaining Unit Employees~~ with ten (10) or more years of regular Nevada County Service shall receive a ~~two and one half percent (2.5%)~~ ~~2 1/2%~~ pay differential. ~~Effective March 1, 2017~~ This differential shall be effective on the first day of the pay period following the anniversary date the ~~Member employee~~ commenced working for the County. No claims shall be made retroactively on behalf of employees of the Bargaining Unit. Notwithstanding anything to the contrary, upon promotion or transfer of an employee who is receiving the differential to another classification within the same bargaining unit, the differential shall remain in effect.

~~2.~~ Human Resources shall notify the Department Head when an employee becomes eligible for longevity pay differential and shall ensure the increase is processed.

The parties agree that subject to PERL and CalPERS' regulations and guidance, this is reportable to CalPERS as special compensation.

2.11 ON-CALL PAY

~~Effective the first full pay period in July 2008, a~~ At the discretion of the Sheriff or designee, and in accordance with the Sheriff's On-call Policy, Sergeants assigned to the Investigations Unit may be assigned to on-call status during off-duty hours. Sergeants assigned to on-call status shall be paid \$~~12 for each weekday and \$20 for each weekend or holiday day he or she~~ ~~1.25 per hour for each hour they are~~ is assigned to be on-call. For the purpose of this Section of the MOU, Friday shall be considered to be a weekend day. Such assignments shall be made in writing by the Sheriff or ~~his~~ designee.

2.12 OVERTIME

- a) Call Back: An employee who is required to return to work on an overtime basis shall receive a minimum of two hours compensation at the rate of time and one-half.
- b) ~~Exempt employees~~~~All regular employees assigned to Category I (exempt)~~ shall not receive overtime compensation in any form, including but not limited to cash or compensatory time off.
- c) For the purpose of computing the number of hours worked and eligibility for receipt of overtime compensation at time and one-half, the time during which an employee is excused from work because of holidays, sick leave, compensatory time off, or vacation shall be considered time worked by the employee.
- d) Nothing contained herein shall be deemed to amend or otherwise affect the authority of the ~~Sheriff or designee~~ ~~department head~~ to (1) assign overtime, (2) determine whether overtime worked shall be compensated by compensatory time off or ~~overtime paid~~ cash compensation, or (3) determine when compensatory time earned shall be taken.

2.13~~4~~3 COMPENSATORY TIME ~~OFF~~ (CTO)

For positions designated as “non-exempt”:

a. CTO Accrual Cap

Non-exempt employees may accumulate up to a maximum of 120 hours of CTO in lieu of cash compensation for overtime. An employee who has reached his or her CTO cap shall be paid overtime in cash compensation until his or her CTO balance falls below 120 hours.

b. CTO Accrual Cash Out:

a. Employees shall be paid the equivalent cash compensation for all accrued and unused CTO hours at the end of the last full pay period of the fiscal year.

~~Pursuant to this provision, the employee shall not accrue more than 120 hours of compensatory time off. Those employees over the 120-hour limit shall be paid for all hours over the maximum.~~

~~Any employee who has accrued the herein-specified maximum amount of compensatory time off shall, for all additional overtime hours earned, be compensated by cash payment at one and one-half times the regular rate.~~

~~1. Payment For Compensatory Time Not Taken:~~

~~The County may, in accordance with its own timetable, implement the following regarding compensatory time not taken by Category II (non-exempt) employees.—~~

~~If the appointing authority cannot schedule compensatory time off within the fiscal year in which the overtime or holiday was worked, the employee shall be paid the equivalent compensation at the end of the last full pay period within said fiscal year; except that an employee may, with department head approval, carry forward from one year to the next a maximum amount of 40 hours of compensatory time earned and unused as of the end of the last full pay period of each fiscal year. Upon submittal by an employee of proper justification, the County Executive Officer may grant an exception to the herein stated limitation on the amount of time which may be carried forward and/or the herein stated date for compensatory time pay off. Such exceptions shall only be granted upon a finding by the County Executive Officer that the best interests of the County will be served. The County Executive Officer's decision in these matters shall be final and binding and shall not be subject to review by any county officer or administrative or legislative body.—~~

2.14 29 U.S.C. 207(K) WORK PERIOD

Notwithstanding the MOU's contractual overtime benefits, the County has established a fourteen-day 207(k) work period for all eligible sworn personnel, regardless of rank, for purposes of Fair Labor Standards Act (FLSA) overtime compliance. Under the 14-day 207(k) work period, the FLSA overtime threshold is eighty-six hours actually worked. The 14-day 207(k) work period regularly recurs with the County's biweekly pay period, starting at midnight Sunday and ending fourteen days later.

2.15 ~~7K EXEMPTED NON-EXEMPT EMPLOYEE ALTERNATIVE WORK SCHEDULE—SHERIFF'S SERGEANT~~

Pursuant to Section 3.5(b) Flextime and Alternative SchedulesAdministrative Guideline P-13 Policy Regarding Flexible Work Schedules of the Nevada County Personnel

~~Code, the parties mutually agree to the establishment of an alternative work schedule for employees assigned to the Safety Supervisory and Management Employees' bargaining unit in the non-exempt classification of Sheriff Sergeant. The following provisions shall govern the alternative work schedule:~~

a. Employees in the classifications of Sheriff Sergeant and District Attorney Investigator may be scheduled a work shift that is non-traditional to a normal 40-hour workweek. The alternative schedule shall not exceed 80 regular hours per pay period. Employees shall be given a thirty (30) days notice prior to implementation of their new schedule and shall be fully briefed prior to that implementation as to days to work, and start and end times. In addition, prior to the 30-day notice of the implementation of any alternative 7(k)-schedule, the Sheriff or his designee shall meet with the affected employees

and discuss any impacts and/or issues.

- ~~b. For employees assigned to the alternative or exempted work schedule, pursuant to the overtime exemption under Section 553.2017 K of the Fair Labor Standards Act, the appropriate period for overtime purposes under the Act shall be fourteen days, to coincide exactly with the standard County biweekly pay period (starting at 12:00 midnight Sunday and ending at 12:00 midnight the second Sunday thereafter). Timesheets shall be marked as 7K.~~
- ~~e. Overtime: shall be earned when the employee is required to work in excess of 80 hours per pay period.~~
- ~~d. Holidays: shall be paid in accordance with Section 3.3, Holiday Leave, of the Memorandum of Understanding.~~
- ~~e. Paid Leave: vacation, sick leave and all other paid leaves shall be accrued and taken in accordance with applicable provisions of the Personnel Code and current Memorandum of Understanding.~~
- ~~f. It is understood that the County will be continually examining both the short-term and long-term implications and impact of the modified work schedule.~~
- ~~g. The County shall have in its sole discretion, the right to assign employees to new work schedules (days of work, start and end times) or move employees to previously worked schedules by giving the employees thirty (30) days notice.~~
- ~~h. Any alternative 7(k) schedule is subject to the County Executive Officer's (CEO)'s approval per 3.5 Administrative Guideline P-13 of the Nevada County Personnel Code.~~

~~2.165 7K EXEMPTED WORK SCHEDULE – DISTRICT ATTORNEY INVESTIGATORS~~

~~Pursuant to Section 3.5(b) Flextime and Alternative Schedules Administrative Guideline P-13 Policy Regarding Flexible Work Schedules of the Nevada County Personnel Code, the parties mutually agree to the establishment of an alternative work schedule for employees assigned to the Safety Supervisory and Management Employees' bargaining unit in the non-exempt classification of District Attorney Investigator. The following provisions shall govern the alternative work schedule:~~

- ~~a. Employees in the classification of District Attorney Investigator may be scheduled a work shift that is non-traditional to a normal 40-hour workweek. The schedule shall not exceed 80 regular hours per pay period. Employees shall be given a thirty (30) days notice prior to implementation of their new schedule and shall be fully briefed prior to that implementation as to days to work, and start and end times. In addition, prior to the 30-day notice of the implementation of any alternative 7(k) schedule, the District~~

- Attorney or his designee shall meet with the affected employees and discuss any impacts and/or issues.
- b. ~~For employees assigned to the alternative or exempted work schedule, pursuant to the overtime exemption under Section 553.2017-K of the Fair Labor Standards Act, the appropriate period for overtime purposes under the Act shall be fourteen days, to coincide exactly with the standard County biweekly pay period (starting at 12:00 midnight Sunday and ending at 12:00 midnight the second Sunday thereafter). Timesheets shall be marked as 7K.~~
 - c. ~~Overtime:~~ shall be earned when the employee is required to work in excess of 80 hours per pay period.
 - d. ~~Holidays:~~ shall be paid in accordance with Section 3.3, Holiday Leave, of the Memorandum of Understanding.
 - e. ~~Paid Leave~~ vacation, sick leave and all other paid leaves shall be accrued and taken in accordance with applicable provisions of the Personnel Code and current Memorandum of Understanding.
 - f. ~~Lunch hour~~ lunch hours shall be non-compensated time.
 - g. ~~It is understood that the County will be continually examining both the short-term and long-term implications and impact of the modified work schedule.~~
 - h. ~~The County shall have in its sole discretion, the right to assign employees to new work schedules (days of work, start and end times) or move employees to previously worked schedules by giving the employees thirty (30) days notice.~~
 - i. ~~Any alternative 7(k) schedule is subject to CEO's approval per 3.5~~Administrative Guideline P-13 ~~of the Nevada County Personnel Code.~~

ARTICLE 3 LEAVES

3.1 VACATION LEAVE

- a. ~~Regular e~~Employees assigned to the normal forty (40) hour workweek shall accrue vacation leave at the rate of 6.6667 hours for each full calendar month of service during the first four (4) years of employment; at the rate of ten (10) hours for each full calendar month of service from the beginning of the fifth (5th) year through the twelfth (12th) year of employment; and at the rate of 13.334 hours for each calendar month of service in excess of twelve (12) years.
- b. For purposes of setting the vacation leave accrual rate for lateral hires, "months of

service” shall include an employee’s years of service as a sworn peace officer at other law enforcement agencies.

~~b.c.~~ Employees. Each regular County employee in the bargaining unit, regardless of “regular” or “probationary” status, shall be able to accrue and use vacation leave. The time when vacation shall be taken will be determined by the Department Head, who shall give consideration to factors of workload and the desires of the employees prior to making such determinations.

~~e.d.~~ Effective the beginning of the pay period of Board of Supervisor approval, any employee assigned to the Safety Supervisory and Management Employees' bargaining unit may ~~SMA members~~ Employees may accumulate a maximum of 320 hours of combined vacation credit and floating holiday credit at any given time during the fiscal year.

3.2 SICK LEAVE

Sick leave shall accrue at the rate of eight (8) hours per calendar month.

- a. An employee may use sick leave in accordance with the Personnel Code and state and federal law. An employee may utilize up to ten (10) days of sick leave because of childbirth by a spouse or because of serious illness or death in the immediate family requiring the presence of the employee. "Immediate family" is defined as mother, father, spouse, sister or brother of husband and wife, children, grandchildren, grandparents of both husband and wife, or other relative residing in the employee's immediate household.

3.3 HOLIDAY LEAVE FOR EXEMPT EMPLOYEES

- a. ~~Each regular employee in the County service~~ Employees shall be entitled to eight (8) hours ~~compensation for~~ of paid time off on the following designated holidays:

1. January 1st;
2. The third Monday in January, known as "Martin Luther King's Birthday";
3. The third Monday in February;
4. The last Monday in May;
5. July 4th;
6. The first Monday in September;
7. The second Monday in October;
8. November 11th, known as "Veteran's Day";
9. Thanksgiving Day, designated as the fourth Thursday in November;
10. The Friday immediately following Thanksgiving Day;
11. December 25th;
12. Every day designated by the President or Governor for a public fast, thanksgiving, or holiday and approved by the Board of Supervisors;
13. Two floating holidays which may be taken at any time mutually agreed upon by the

employee and the appointing authority. Employees shall not be permitted to accrue or carry over more than the amount of floating holidays they are eligible for in a year. Therefore, if the employee has not used all of their floating holiday credits by the end of the fiscal year (June 30), at the beginning of the next fiscal year (July 1) the employee will only be eligible to receive floating holiday credits up to the maximum floating holidays they are eligible for in the new fiscal year (e.g. if an employee is eligible for 2 floating holidays (16 hours) and has 4 hours of floating holiday credits on June 30th, then he/she will only be allowed to have 12 hours credited into their floating holiday account on July 1 for the entire fiscal year).

- b. When a holiday specified herein falls on Saturday, the proceeding Friday shall be observed as a holiday. When a holiday falls on a Sunday, the following Monday shall be observed as a holiday. When a holiday falls on an employee's regular day off, which is other than the observed Saturday or Sunday, the following workday shall be observed as a holiday.
- c. To be eligible for ~~the "holiday time"~~ a paid holiday off, an employee must work on the regular work day before and the regular work day after a paid holiday or be on an approved paid leave of absence during these times in order to receive pay for the holiday. Approved paid leave of absence is defined as paid sick leave, paid vacation, paid floating holiday, or paid authorized leave of absence. Any exception to the foregoing shall be for good cause, only, and shall require the approval of the ~~County Executive Officer~~ CEO whose decision shall be final.
- ~~d. A non-exempt employee required to work on a designated holiday shall be entitled to compensation at the rate of time and one-half in addition to the regular pay which the employee will receive for not working on that day pursuant to the holiday policy.~~

3.4 HOLIDAY LEAVE FOR NON-EXEMPT EMPLOYEES SCHEDULED WITHOUT HOLIDAYS OFF

- ~~a. Non-exempt employees who are scheduled to work without regard to holidays shall receive 5.08 hours of Holiday Time Off (HTO) per pay period, up to a maximum of 132 hours.~~
- ~~b. Employees eligible for HTO shall schedule time off using HTO according to the same policy guidelines that apply to vacation time off scheduling.~~
- ~~c. Employees eligible for HTO shall be paid the equivalent cash compensation for all accrued and unused HTO hours in the last full pay period of each calendar year.~~
- ~~d. Employees eligible for HTO shall not receive any extra compensation for work on a designated holiday.~~

3.43.5 ADMINISTRATIVE LEAVE

- a. The County shall provide 40-hours of Administrative Leave for Lieutenants, Captains, and the Chief District Attorney Investigators as outlined in the Personnel Code.
- b. Additional administrative leave may be granted when exempt employees are required to work extraordinary amounts of overtime. Extraordinary can include both special project work and aggregate hours associated with an employee's regular assignment. Employees working such overtime may request additional administrative leave which may be approved by the employee's Department Head and the County Executive Officer~~CEO~~. Additional administrative leave must be used within the fiscal year in which it is granted.

~~3.5 FAMILY CARE LEAVE~~

~~Family Care Leave as defined by Nevada County Personnel Code will be processed in accordance with Section P 3 of said Code.~~

~~3.6 LEAVE FOR THE PURPOSE OF DONATING BLOOD~~

~~A regularAn employee may be granted up to one (1) hour of leave with pay for purposes of donating blood during his/her regularly scheduled work hours to any organized local blood drive sponsored within Nevada County by the Sacramento Blood Center or other bona fide blood bank, provided that:~~

- ~~a. Release of the employee will not unduly interrupt departmental schedules or operations, as determined exclusively by the department head, and;~~
- ~~b. The employee provides proof of donation as deemed sufficient by the department head, and;~~
- ~~c. No employee shall be granted leave pursuant to this subsection more frequently than once every eight (8) weeks.~~

3.6 BEREAVEMENT LEAVE

- a. Upon the death of a family member, employees have been employed by the County for at least thirty (30) days prior to the commencement of the leave are permitted to use up to ten (10) days of any accrued paid leave that is otherwise available to the employee.
- b. For the purpose of this section, "family member" is defined as a spouse or child, parent, sibling, grandparent, grandchild, domestic partner, parent-in-law, sibling-in-law, grandparent-in-law, or another relative residing in the employee's immediate household.

- c. Days of bereavement leave need not be consecutive, but shall be completed within three months of the date of death of the family member.
- d. If requested by the County, the employee, within thirty (30) days of the first day of the leave, shall provide documentation of the death of the family member. As used in this subdivision, "documentation" includes, but is not limited to, a death certificate, a published obituary, or written verification of death, burial, or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or governmental agency. The County shall maintain such documentation as confidential; such documentation shall not be disclosed except to internal personnel or counsel, as necessary, or as required by law.
- e. This section is not subject to the SMA MOU's grievance procedure.

3.7 OTHER LEAVES

Other leaves available to employees are set forth in the County Personnel Code.

ARTICLE 4 HEALTH AND WELFARE BENEFITS

4.1 ~~AUTHORITY, HEALTH BENEFITS COMMITTEE~~ MISCELLANEOUS PROVISIONS

- a. This section delineates briefly the various insurance programs available to Nevada County employees, as provided by the County of Nevada or by contract or agreement between the County of Nevada and certain insurance carriers. Nothing contained herein shall be deemed to amend or affect any portion or provision of any contract or agreement, but, instead, this Section shall be construed only as a general description of certain insurance benefits available.
- b. The County may select programs at its discretion provided all benefits are equal to or better than those provided on the effective date of the agreement.
- c. ~~It shall be agreed that the County shall give consideration to any recommendations of the Health Benefits Committee (made up of representatives of all employee units, Human Resources and the County's insurance consultant prior to making any changes to the County health plans). This provision shall not amend or in any way~~ This section shall not affect any rights given the Association by other sections of the agreement to meet and confer prior to implementing any insurance benefit changes.
- d. ~~T~~Additionally, this section shall not be construed to impose upon the County any requirement to meet and confer prior to implementing any health benefits changes where such requirement does not otherwise exist.

4.2 ELIGIBILITY

Any ~~regular~~ employee working fifty percent (50%) or more of a full-time schedule shall be eligible to enroll ~~in any health and welfare benefit provided by this Article. Eligible dependents of any regular employee working fifty percent (50%) or more of a full-time schedule shall also be permitted to participate in any health and welfare benefit to the extent authorized by the benefit plan themselves and their eligible dependents (when applicable) in the County's health and welfare benefits plan.~~

4.3 MEDICAL INSURANCE BENEFITS

a. ~~The~~ During the term of the MOU, the County ~~agrees to contract contracts~~ with the California Public Employees Retirement System (CalPERS) ~~for the purpose of providing to~~ provide employees and their eligible dependents with medical insurance benefits. The County's maximum monthly contribution for each eligible active employee shall be equal to the minimum employer contribution required under the Public Employees Medical and Hospital Care Act (PEMHCA).

4.4 CAFETERIA ~~PLAN~~ ALLOWANCE

- a. ~~During the term of the MOU, the~~ County ~~agrees to maintain~~ a Cafeteria Plan, pursuant to Section 125 of the Internal Revenue Code, for the purpose of providing eligible active employees with access to various health and welfare benefits, including. ~~Benefits available through the Cafeteria Plan include~~ medical insurance, dental insurance, vision insurance and life insurance benefits.
- b. ~~The County agrees to provide a Cafeteria Plan Allowance to all active employees eligible to participate in County sponsored health and welfare benefits under Section 4.2 of this Article. The amount of this Cafeteria Plan Allowance shall be determined by an employee's participation level, is~~ as follows:
1. Medical Insurance: The County's contribution for "employee only" coverage shall be Employees participating in employee only benefits shall receive a Cafeteria Plan Allowance that is equal to the premium cost for the plan chosen by the employee or the average premium cost of all health plans offered in CalPERS Medical Region 1 (excluding out of state plans), whichever is less, minus the PEMHCA minimum. The County contribution for "employee plus one" and "employee plus two or more" coverage is the premium cost for the plan chosen by the employee or 80% of the average premium cost of all health plans offered in CalPERS Medical Region 1 (excluding out of state plans), whichever is less, minus the PEMHCA minimum. of employee-only benefits for the least expensive medical insurance plan available to County employees, including the cost of employee only dental and vision insurance, less the amount of the County's contribution towards medical insurance set forth in Section 4.3 of this Article.

2. Dental and Vision: The County contribution for “Employee plus one” coverage and “Employee plus two or more” coverage for medical, dental and vision plans will be frozen at the 2016 dollar contribution levels until such time as the employee paid premium contribution equals twenty percent (20%) of the total premium for the least expensive health insurance plan available to all employees and the cost of dental and vision coverage for the level of enrolled coverage. Employees would pay additional premiums for medical coverage elections above this amount. In the event that CalPERS offers a high deductible health insurance plan available to County employees, the County and SMA may re-open this Agreement on the subject of whether to include a plan for County employees. The County will pay one hundred percent (100%) of the premium cost for dental and vision plans for the “employee only” level of coverage. The County will pay eighty percent (80%) of the premium cost for dental and vision plans for “employee plus one” and “employee plus two or more” levels of coverage.
3. The County medical contribution for calendar year 2024~~5~~ is attached as Appendix C, reflected in Attachment A.
- c. Employees who opt out of participating in medical insurance benefits sponsored by the County and who provide proof of coverage in a group plan that offers minimal essential coverage will not receive any Cafeteria Plan Allowance under Section 4.4(b) of this this MOU. Article. Instead, employees who opt out of this County-sponsored benefit will receive three hundred dollars (\$300) cash per month. Employees who opt out of medical insurance can still enroll in dental and vision insurance.
- d. Any The Cafeteria Plan Allowance provided for under Section 4.4(b) of this Article can only be used by an employee to offset the cost of participation in County sponsored medical, dental and vision insurance benefits for the employee and any eligible dependents.
- ~~d.e.~~ Premium amounts for medical, dental and vision elections above the amounts provided by the County shall be paid by the employee through payroll deductions.

4.5 RURAL HEALTH SUBSIDY REIMBURSEMENT

- e. Employees who live in the Truckee area who elect medical insurance coverage are covered by shall receive the same benefit as stated in items Section 4.4 (b) through (e) above. However, in 2 through 4.4 as stated above; however, the County contribution for the benefit shall be based on the least expensive medical insurance Plan available in the Truckee area, which currently is a PPO plan.
- a. In addition, Truckee employees who are not eligible to participate in an HMO are eligible to be reimbursed annually by a Rural Health Subsidy for of up to \$1,500 per employee or \$3,000 for an employee and dependent(s). The subsidy may be used for reimbursements for covered medical expenses as determined by the PPO plan’s

Evidence of Coverage.

- b. Employees shall be reimbursed for receipted out of pocket medical expenses during the calendar year in which they were incurred and not reimbursed under any other plan.
- c. Reimbursements for expenses incurred under the Rural Health Subsidy are available through the following methods:
 - 1. Employees will be issued a debit card to use at providers for out of pocket expenses under the plan. The debit card is programmed for eligible expenses only.
 - 2. Employee may submit receipts to the County's third-party vendor for verification and reimbursement. This can be done via email, phone app, mail or scan.
 - 3. Employees have the option of direct deposit for their reimbursement.
 - 4. Employees will be able to view all transactions and their status via an on-line portal.
- ~~f.d.~~ Should an HMO option become available for Truckee employees, the Truckee employees shall be reimbursed the same as all other County employees as described in Section 4.3 through 4.4 above and the Rural Health Subsidy shall be discontinued.
- e. ~~g.~~ Should the HMO option become unavailable for all County employees, the Truckee employees will be reimbursed the same as all other County employees as described above and the Rural Health Subsidy shall be discontinued.
- f. ~~h.~~ Should the HMO option become unavailable for all County employees, the County agrees to meet and confer over the effects of such a change.

4.65 EMPLOYEE ASSISTANCE PROGRAM

~~Members of this unit~~ Employees shall receive the benefits of an Employee Assistance Program paid for by the County.

4.76 LIFE INSURANCE

- 1. Employee and dependent basic coverage shall be paid by the County.
- 2. Employee basic coverage shall be provided in the amount of \$50,000 and there shall be \$1,000 basic coverage provided for each eligible dependent.

ARTICLE 5 RETIREMENT PROGRAM

5.1 RETIREMENT PROGRAM COVERAGE

The type of coverage and amount of employee contribution shall be established in accordance with this Agreement-MOU and the contract between the County and Calthe Public Employees' Retirement System (PERS).

- a. Tier I / Legacy Tier (Employees hired prior to July 24, 2011): Effective October 1, 2003, the County adopted the 3% @ 50 retirement plan for all employees in the unit. The County contributes on behalf of all covered employees their contribution at the established rate of 9.0% of monthly base salary received in excess of \$133.33. For employees enrolled in the 3% @ 50 formula, the employee contribution toward the employer share of PERS is 9.0% of reportable compensation in accordance with California Government Code Section 20516.
- b. Tier II / Classic Tier (Employees hired between July 24, 2011 and December 31, 2012): For Employees enrolled in the 3% @ 55 formula, the employee contribution is shall contribute 9% of towards the employee share of PERS reportable compensation in accordance with California Government Code Section 20516.
- e. Tier III / PEPRA Tier (Employees hired on or after January 1, 2013): For Employees enrolled in the 2.7% @ 57 formula, the employee contribution towards PERS shall be is 50% of the total normal cost rate for Tier III/PEPRA Tier. The Employee share may change in accordance with PERS requirements under California Government Code Section 20516 as determined by CalPERS.
- c. Tier III employees shall be subject to the provisions of the Public Employee Pension Reform Act (PEPRA), including provisions governing pensionable compensation.

5.2 UNUSED SICK LEAVE

- a) Upon retirement or termination with satisfactory performance after ten (10) years of service, SMA members employees may elect to each employee of the safety supervisory and management employees' unit shall be paid thirty-five percent (35%) of the value of all unused, accrued sick leave. In all cases, the value of unused sick leave shall be determined by multiplying the total hours accrued and unused at the time of termination by the hourly wage rate of the range and step to which the employee is assigned.
- b) Upon specific written request of any employee retiring directly from County service, the amount due that employee, as a result of any sick leave buyout provision in effect at the time of the employee's retirement, shall be applied instead toward the retired employee's monthly medical insurance premium costs for the employee and any eligible dependents until such amount is exhausted. This option may be exercised only by an employee and eligible dependents otherwise eligible to enroll and who are enrolled in a County group medical insurance plan made available to retired County employees and eligible dependents at the time of the employee's retirement. No interest shall be paid by the County to any employee on funds temporarily retained by the county under this provision. In order to exercise this option, the employee shall notify the Auditor-

Controller's Office at a minimum of 14 calendar days preceding the effective date of retirement and this option, once selected, shall be irrevocable.

- c) ~~Effective July 1, 2007 employees of the unit shall be SMA members~~ Employees are eligible for PERS Section 20965, Credit for Unused Sick Leave. Upon retirement, each ~~regular~~ employee may elect to use (100%) of the value of all unused, accrued sick leave to convert to CalPERS retirement credit.
- d) It shall be understood that an employee who is otherwise eligible for either of the two-above described benefits may select only one, which selection must be made prior to retirement and shall be irrevocable.

5.3 RETIREE MEDICAL ~~INSURANCE~~ BENEFIT

The County will provide access to medical insurance coverage for those employees who retire from employment with the County and who constitute "annuitants" as defined by the PEMHCA. The County's maximum monthly contribution for each eligible annuitant shall be equal to the minimum employer contribution required under the PEMHCA. The provisions of the PEMHCA will govern medical insurance coverage for annuitants.

5.4 RETIREMENT BENEFIT ALLOWANCE

a. Employees Hired Prior to July 1, 2000

Employees hired prior to July 1, 2000, who retire from the County and are not eligible for Medicare benefits, are eligible to receive a retirement benefit allowance from the County. The amount of any retirement benefit allowance will be determined based on the individual's years of service, as follows:

1. Individuals who served between 0 and 5 years of consecutive service with the County are not eligible to receive any retirement benefit allowance under this Section.
2. Individuals who served between 6 and 10 years of consecutive service with the County shall receive a retirement benefit allowance equal to \$105.44 per month.
3. Individuals who served between 11 and 19 years of consecutive service with the County shall receive a retirement benefit allowance equal to \$150.00 per month.
4. Individuals who served at least 20 years of cumulative service with the County will receive a monthly retirement benefit allowance in an amount equal to the cost of the premium for the least expensive medical insurance plan sponsored by the County,

less the amount of any employer contribution determined under Section 5.3 of this Article.

5. Upon becoming eligible for Medicare an individual will cease to receive any retirement benefit allowance provided under this Section 5.4 and will become eligible for the Medicare Supplemental Insurance as described in Section 5.4(d)(1) below.

b. Employees Hired On or After July 1, 2000

Employees hired on or after July 1, 2000, who retire from the County and are not eligible for Medicare benefits, are eligible to receive a retirement benefit allowance from the County. The amount of any retirement benefit allowance will be determined based on the individual's years of service, as follows:

1. Individuals who served between 0 and 19 years of consecutive service with the County are not eligible to receive any retirement benefit allowance under this Section.
2. Individuals who served at least 20 years of cumulative service with the County will receive a monthly retirement benefit allowance in an amount equal to the cost of the premium for the least expensive medical insurance plan sponsored by the County, less the amount of any employer contribution provided under Section 5.3 of this Article.

Upon becoming eligible for Medicare an individual will cease to receive any retirement benefit allowance provided under this Section 5.4(b) and will become eligible for the Medicare Supplemental Insurance as described in Section 5.4(d)(2) below.

c. Employees Hired On or After July 1, 2008

Employees hired on or after July 1, 2008 and who retire from the County will not be eligible to receive any retirement benefit allowance provided for in either Section 5.4 (a) or 5.4 (b) in this Article.

d. Medicare Supplemental Insurance

1. Employees Hired Before July 1, 2000: The County shall provide those retired employees who were hired prior to July 1, 2000 and who become eligible for Medicare with a retirement benefit allowance in an amount equal to 80% of the cost of the least expensive Medicare supplemental insurance available to the County, less the amount of any employer contribution provided under Section 5.3 of this Article. This benefit replaces any retiree benefit allowance provided under Section 5.4(a) and is available to the eligible retired employee only after he or she has reached the age of 65.

2. Employees Hired on or After July 1, 2000: The County shall provide those retired employees who were hired on or after July 1, 2000 and who become eligible for Medicare with a retirement benefit allowance in an amount equal to 80% of the least expensive Medicare supplemental insurance available to the County, less the amount of any employer contribution provided for under Section 5.3 of this Article. In order to be eligible for this retirement benefit allowance, the individual must have served at least 20 years of cumulative service with the County. Individuals who served less than 20 years of cumulative service with the County before retirement are not eligible for benefits under this section. This benefit replaces any retiree benefit allowance that had been provided under Section 5.4(b) and is available to the retired employee only after he or she has reached the age of 65.
3. Employees Hired on or After July 1, 2008: Employees hired on or after July 1, 2008 are not eligible to receive any benefits provided for in either Section 5.4(d)(1) or 5.4(d)(2) above.
- e. Eligibility for receipt of any retirement benefit allowances described in Section 5.4(a), 5.4(b), or 5.4(d) above is contingent upon retirement occurring within one-hundred twenty (120) days of departure from active service with the County, with continuing payment of health insurance premiums by the County. An individual's retirement must be under a CalPERS system to be eligible for any retirement benefit allowance.
- ~~f. Any retirement benefit allowances provided under Section 5.4(a), 5.4(b), or 5.4(d), above are provided in the form of a cash payment paid directly to the eligible retiree.~~
- e. g. Retired Nevada County employees who return to work shall not lose retiree benefits upon return to retirement.
- ~~f. In recognition that there may be some isolated cases whereby an employee may become ineligible because of this change in eligibility, the Association shall have the right to meet and confer on any such case.~~
- ~~g. At the request of SMA, the County agrees to meet with the SMA to explore options for unit members to participate in programs which might provide opportunities for deferring compensation to save for retiree medical benefits at no cost to the County. These discussions may be held during the term of this agreement.~~

5.5 CALPERS OPTIONAL DEATH BENEFIT

The County provides the CalPERS optional death benefit Section 21548, Pre-Retirement Optional Settlement 2 Death Benefit for eligible employees.

5.6 EMPLOYER PAID MEMBER CONTRIBUTIONS (EPMC)

The County provides EPMC benefits of 9% in accordance with Title 2, CCR 569 and 571 providing for the reporting of the value of Employer Paid Member Contributions (EPMC) as special compensation to PERS for eligible employees.

5.7 PUBLIC EMPLOYEES' RETIRMENT SYSTEM REQUIREMENTS

Effective January 1, 1986, pursuant to fulfillment of all Public Employees' Retirement System requirements, the County shall revoke the provisions of Government Code 20614 and the contributions made thereunder and shall thereafter contribute an equal amount to the System under the provisions of Government Code Section 20615 which will then permit such contributions to vest on behalf of the employee.

ARTICLE 6 GRIEVANCE, DISCIPLINE AND APPEALS

6.1 GRIEVANCES, ~~DISCIPLINE AND APPEALS~~

~~Grievances, Discipline and Appeals as defined by~~ This MOU hereby incorporates the grievance procedures set forth in the Nevada County Personnel Code ~~will be acknowledged by the Association and processed in accordance with~~ Section 18 and 19 of said Code, ~~except that the written grievance at Step II must be filed with the Department Head (Sheriff or designee) no later than ninety (90) calendar days from either the date of the event giving rise to the grievance, or the time at which the grievant might reasonably have been expected to learn of the event giving rise to the grievance, as set forth below.~~

6.2 LETTERS OF REPRIMAND

This section does not apply to employees in their initial probationary period.

- a. Any ~~regular~~ employee may be reprimanded by the appropriate appointing authority by an order in writing, a copy of which may be entered into ~~his/her~~ the employee's personnel file.
- b. ~~Regular~~ Employees may have an administrative review of a letter of reprimand by following the process outlined in either subsection 6.2b(1) for Sheriff's Office employees or subsection 6.2b(2) for District Attorney's Office employees.
 1. An employee may have an administrative review of the letter of reprimand by submitting a request in writing to the Undersheriff within ten (10) calendar days from the date of personal service of the letter of reprimand. The Undersheriff or designee shall schedule a meeting within ten (10) calendar days of receipt of the written request to hear the employee's response. A final written decision shall be rendered

by the Undersheriff or designee within ten (10) calendar days of the meeting. If the letter of reprimand has been issued by the Undersheriff, the Sheriff shall hold the administrative review meeting and render a final written decision ~~pursuant to the timelines outlined in this subsection~~ within ten (10) calendar days of the meeting. This section shall not be subject to ~~the Personnel Code's Disciplinary Procedure (Section 18) any Disciplinary Appeal Procedure nor the any~~ Grievance Procedure (Section 19), ~~nor this MOU's Post-Disciplinary Right of Appeal (Article 6.3).~~

2. An employee may have an administrative review of the letter of reprimand by submitting a request in writing to the Assistant District Attorney within ten (10) calendar days from the date of personal service of the letter of reprimand. The Assistant District Attorney or designee shall schedule a meeting within ten (10) calendar days of receipt of the written request to hear the employee's response. A final written decision shall be rendered by the Assistant District Attorney or designee within ten (10) calendar days of the meeting. If the letter of reprimand has been issued by the Assistant District Attorney, the District Attorney shall hold the administrative review meeting and render a final written ~~decision pursuant to the timelines outlined in this subsection~~ within ten (10) calendar days of the meeting. This section shall not be subject to ~~the Personnel Code's Disciplinary Procedure (Section 18) any Disciplinary Appeal Procedure nor the any~~ Grievance Procedure (Section 19), ~~nor this MOU's Post-Disciplinary Right of Appeal (Article 6.3).~~
- c. The letter of reprimand issued to an employee pursuant to this section shall, upon request of the affected employee, be removed from the employee's personnel file after a minimum of two years have lapsed, provided that during that intervening two-year period, the said employee has not been the subject of a sustained disciplinary action, received a less-than-satisfactory performance report or received an additional letter of reprimand.

6.3 PRE-DISCIPLINARY PROCEDURE

This section does not apply to employees in their initial probationary period.

This MOU hereby incorporates the pre-disciplinary procedures set forth in County Personnel Code at Section 18.3. A copy of Section 18.3 is attached as Appendix DC to this MOU.

6.4 POST-DISCIPLINARY RIGHT OF APPEAL

This section does not apply to employees in their initial probationary period.

a. Ten Days to File Appeal and Meeting with Human Resources

Any employee who is disciplined (excluding Letters of Reprimand) may appeal such action by filing a written notice of appeal with the County Human Resources Director within ten (10) calendar days after receipt of the notice of disciplinary action.

The Human Resources Director shall review the employee's appeal and shall then hold a meeting to discuss the disciplinary action and appeal with the employee and/or his or her representative and with the Sheriff or designee. In the event an agreement regarding disposition of the matter cannot be reached within (7) calendar days after the meeting, the employee may submit a written request for any appeal hearing to the CEO.

b. Suspensions of Two Days or Lesser Discipline (Advisory Arbitration)

Upon receipt of a timely request for an appeal (i.e. 10 calendar days after receipt of the notice of disciplinary action) involving two-day suspensions or lesser discipline, the County Executive Officer or designee shall request a list of five arbitrators from the State Mediation Conciliation Service (SMCS) to conduct an informal appeal hearing that complies with the Public Safety Officers Procedure Bill of Rights Act (POBR). The arbitrator shall be selected by each party alternately striking names from the SMCS list. The first party to strike shall be determined by coin toss or equivalent.

As soon as possible thereafter, the arbitrator shall hear the matter and render to the CEO a written advisory decision.

Within fifteen (15) calendar days after receipt of the arbitrator's written advisory decision, the CEO shall consider all information and testimony as deemed relevant to the appeal and render a written decision. The decision of the CEO shall be final.

The arbitrator shall be bound by the language of the MOU, County rules and regulations, and law consistent therewith in considering any issue before them. The Hearing Officer shall have no authority to add to, delete or alter any provision of the MOU and County rules and regulations.

c. Suspensions of Three Days or Greater Discipline (Binding Arbitration)

Upon receipt of a timely request for an appeal (i.e. 10 calendar days after receipt of the notice of disciplinary action) involving three-day suspensions or greater discipline, the CEO or designee shall request a list of five arbitrators from SMCS to conduct an appeal hearing that complies with the POBR. The arbitrator shall be selected by each party alternately striking names from the SMCS list. The first party to strike shall be determined by coin toss.

The arbitrator shall be bound by the language of the MOU, County rules and regulations, and law consistent therewith in considering any issue before them. The arbitrator shall have no authority to add to, delete or alter any provision of the MOU and County rules and regulations. The arbitrator shall hear the appeal under the guidelines set forth below.

The decision of the Arbitrator, supported by written findings, shall be final and binding upon all parties.

The arbitrator shall conduct the hearing in accordance with the POBR and the below provisions:

1. The hearing shall be public except that if the employee requests that the matter be heard privately, it shall be so heard.
2. The provisions of Section 11507.6 of the Government Code shall provide the exclusive right to and method of discovery except that time limitations will be those established by the arbitrator.
3. Evidence may be submitted by affidavit or by deposition in accordance with the provisions of Section 11514 and Section 11511 of the Government Code, respectively.
4. Subpoenas for attendance or the production of documents at the hearing shall be issued in accordance with the Government Code.
5. The hearing shall be conducted in accordance with evidence rules as outlined in Section 11513 of the Government Code.
6. All costs and fees of the arbitration, including the arbitrator's fees, shall be shared equally by the parties. Costs individual to the parties, such as attorney fees, shall be borne equally by the party who incurs said costs.

~~Any employee who is disciplined by a punitive action as that term is defined in the Public Safety Officer's Procedural Bill of Rights Act (except for a Letter of Reprimand, which is covered by Article 6.3 above) may appeal such action by filing a Notice of Appeal with the Human Resources Director. Such appeal must be filed within ten (10) working days after receipt of the Notice of Discipline. Failure to file the Notice of Appeal within ten (10) working days shall constitute a waiver of the employee's right to appeal and the imposed disciplinary action shall stand.~~

~~**Suspensions of Three Working Days or Lesser Discipline**~~

~~If an employee timely files an appeal a Notice of Appeal with the Human Resources Director, Human Resources Director shall review said Notice of Appeal and corresponding Final Notice of Discipline, and shall, within five (5) working days from the date of receipt of the Notice of Appeal, set a meeting to discuss the disciplinary action and appeal with the employee and/or their representative and with the appointing authority. In the event an agreement regarding disposition of the matter cannot be reached within five (5) working days after the meeting, the employee may submit an~~

appeal to the County Executive Officer (CEO) for final determination.

The appeal to the CEO must be submitted, in writing, within ten (10) working days after five (5) working days after the meeting with the Human Resources Director. Failure to submit appeal to the CEO within ten (10) working days shall constitute a waiver of the employee's right to appeal and the imposed disciplinary action shall stand.

The CEO shall, upon timely receipt of an appeal, select a Hearing Officer from the State Mediation Conciliation Service (SMCS) to conduct a hearing on the appeal. The Hearing Officer's decision shall be advisory to CEO. Upon the issuance of the Hearing Officer's advisory decision, the CEO shall review the decision, and all supporting evidence, and issue a Final Determination. The employee shall have no further right of appeal.

The timelines above may be extended by mutual agreement of the parties.

— Suspensions of Four Working Days or Greater Discipline

If an employee timely files an appeal a Notice of Appeal with the Human Resources Director, Human Resources Director shall review said Notice of Appeal and corresponding Final Notice of Discipline, and shall, within five (5) working days from the date of receipt of the Notice of Appeal, set a meeting to discuss the disciplinary action and appeal with the employee and/or their representative and with the appointing authority. In the event an agreement regarding disposition of the matter cannot be reached within five (5) working days after the meeting, the employee may request to appeal the discipline to arbitration.

A request to appeal the discipline to arbitration must be made in writing, within ten (10) working days after the meeting with the Human Resources Director. Failure to submit a written request to the Human Resources Director within ten (10) working days after the meeting with the Director shall constitute a waiver of the employee's right to appeal and the imposed disciplinary action shall stand.

The Human Resources Director shall, upon timely receipt of a request to appeal to arbitration shall begin the process of selecting an arbitrator to hear the appeal. The employee and the County shall attempt to agree upon an arbitrator. If no agreement can be reached, the Parties shall request a list of seven (7) arbitrators from SMCS. The Parties will select the arbitrator by alternately striking names from the list until only one name remains. The party who will strike first will be determined by coin toss or the equivalent. The arbitrator must decide each and every dispute in accordance with the laws of the State of California, and all other applicable laws. The Parties shall split the cost of all fees charged for such arbitration proceedings as permitted by law.

The arbitration hearing shall be recorded, either electronically or by a court reporter, at the option of the County. If the County orders a transcript or makes a transcript of the recording, the County will notify the employee within three days of ordering or making

~~the transcript and will provide a copy of the transcript upon receipt of the costs of duplication.~~

~~The arbitration shall thereafter proceed in accordance with the Personnel Code at Sections 18.5 through 18.8.~~

ARTICLE 7 LAYOFFS

7.1 — REGRESSION LADDER

~~The parties agree and mutually understand that there will be no layoffs of employees in this bargaining unit prior to updating the County's regression ladder which depicts layoff bumping right.~~

ARTICLE 87 MISCELLANEOUS

87.1 SAFETY

- a. The County agrees to maintain a safe and healthful place of work in accordance with all applicable state laws. Unsafe working conditions or hazardous jobs which jeopardize the health and safety of the employee shall be directed to the attention of the County Safety Officer by any persons having knowledge of same. The County shall investigate the complaint and take necessary corrective measures at the earliest practicable time. The employees and the Association shall cooperate fully in carrying out safe practices and in using safety devices provided by the County.
- b. The County shall provide all necessary safety equipment for the employees to perform the normal tasks of their respective classifications. These devices and equipment shall be safety appliances to safeguard the employees against danger to health, life and limb.
- c. The County will provide training programs on safety matters and issues as it deems necessary. The type and frequency of such training shall be in accordance with the nature of work performed and services provided by the affected employees, and may include training in first aid, CPR and hazardous substances handling and disposal, as necessary.
- d. All employees who could reasonably be expected to come into contact with human blood or other potentially infectious materials in the course of their work will be protected by voluntary vaccinations to prevent Hepatitis B (at County expense) as well as access to protective equipment.

- e. Effective with the ratification of this agreement, employees directed to leave work as a result of an order by the ~~CEO~~County Executive Officer because of unsafe or inadequate working conditions shall be paid their regular rate of pay for all time missed.

87.2 CONTRACTING OUT

Contracting Out as defined by the Nevada County Personnel Code will be acknowledged by the Association in accordance with Section 3.~~84~~ of said Code.

78.3 PROHIBITION OF NEPOTISM

Nepotism Prohibited as defined by the Nevada County Personnel Code will be acknowledged by the Association in accordance with Section P-5 of said Code.

8.47.4 DRUG FREE WORKPLACE

The Association acknowledges and will abide by the Drug Free Workplace Policy as defined by Administrative Guideline P-9 of the Nevada County Personnel Code.

8.57.5 COMPUTER/COMMUNICATIONS (E-MAIL) POLICY

The Association acknowledges and will abide by the Nevada County Computer/Communications (E-Mail) Policy.

~~8.6~~ DIRECT DEPOSIT

~~County may, in accordance with its own timetable, implement a program of direct deposit of employees' paychecks. Participation in this program by employees shall be voluntary.~~

7.6 ~~8.67~~ SEPARATION DURING PROBATIONARY PERIOD

Separation During Probationary Period as defined by the Nevada County Personnel Code will be acknowledged by the Association in accordance with Section ~~13.4~~12.6 of said Code.

7.7 ~~8.78~~ RE-EMPLOYMENT – CONDITIONS WHEN PROBATIONARY PERIOD NOT REQUIRED

Re-employment-Conditions-When Probationary Period Not Required as defined by the Nevada County Personnel Code will be acknowledged by the Association in accordance with Section ~~13.5-12.7~~ of said Code.

8.87.8 UNIFORMS

- a) The County shall reimburse all full-time employees who are required to wear uniforms for existing uniforms up to three sets of uniforms.
- b) The County shall provide and maintain uniforms for all full-time personnel of the Nevada County Sheriff's Department as needed and prescribed by the Sheriff in lieu of a monthly cleaning and upkeep allowance.
- c) The County provides a uniform allowance of \$20.52 per pay period for ~~eClassic bargaining unit membersemployees~~. The County shall maintain uniforms for all full-time personnel of the Nevada County Sheriff's Office in lieu of monthly cleaning and upkeep allowance.

87.910 DUTY USE FOOTWEAR

- a. Upon appointment and each fiscal year thereafter, ~~for the Sheriff's Office classifications of Sergeant, Lieutenant and Captain, and the District Attorney Investigator classifications of Chief District Attorney Investigator and District Attorney Investigator,~~ the County shall reimburse each employee up to \$250 toward the purchase or repair of approved duty use footwear for each employee assigned to positions requiring such footwear. The determination of whether footwear qualifies as duty use footwear subject to reimbursement under this section shall be within the sole discretion of the Department Head or designee. If, due to extenuating circumstances, an employee has exhausted the \$250 and needs additional approved footwear, he or she shall seek prior approval for additional footwear reimbursement on an as needed basis from Department Head or designee. The Department Head or designee has the discretion to approve or deny such request. All duty use footwear reimbursements are subject to the employee providing proof of purchase as required by the ~~Sheriff~~ Department Head and the Auditor-Controller.
- b. Employees who are issued footwear or are reimbursed for footwear with other funds (such as Sergeants assigned to the Major Crimes Unit or Special Investigations Unit) are excluded from participation in sub-section (a). An employee issued footwear that can only be used for a specific specialized assignment is not excluded from participation in sub-section (a).
- c. The employee's ~~De~~partment shall provide each employee in the SMA bargaining unit with one pair of approved black duty boots to be purchased from one of the County's contract vendors or from another approved vendor. Replacement boots will be provided on an as needed basis upon approval of the Department Head or designee.

8.117.10 CLOTHING ALLOWANCES

~~The following SMA members/County employees are eligible for a Clothing Allowance: Captains, the Lieutenant assigned to Investigations, and Sergeants assigned to Investigations.~~

- a) Captains, Lieutenants assigned to Investigations, and Sergeants assigned to Investigations ~~Eligible employees~~ will receive a taxable Clothing Allowance of \$500 upon initial appointment to an eligible position or assignment. Thereafter, an employee continuing in an eligible position or assignment will receive a taxable \$350 Clothing Allowance each fiscal year of occupying the eligible position or holding the eligible assignment.
- b) DA Investigators and personnel assigned to the Major Crimes Unit will receive a taxable Clothing Allowance of \$750 upon initial appointment to an eligible position or assignment. Thereafter, an employee continuing in an eligible position or assignment will receive a taxable \$500 Clothing Allowance each fiscal year of occupying the eligible position or holding the eligible assignment.
- b)c) The initial Clothing Allowance will be paid on a regular paycheck following eligibility. The subsequent Clothing Allowance will be paid on the regular paycheck in which the date of August First (1st) is a day within the fourteen (14) day pay period.
- e)d) In an employee ceases to be eligible, the Clothing Allowance will also cease. If a formerly eligible employee again becomes eligible within three (3) years of not being eligible, the initial \$500 Clothing Allowance amount will not be paid. The lower \$350 Clothing Allowance will commence in the manner described above.

8.127.11 GOVERNMENT CODE SECTION 3555-3559/AB119

The County and the Sheriff's Management Association (SMA) have and met and conferred over the subject matter and topics required by California Assembly Bill 119, which enacted legislative changes mandating that local government agencies in the State of California negotiate with recognized employee associations over provision of employee information, notice of employee orientations and participation of the employee association in such a new employee orientation.

The County and the Sheriff's Management Association acknowledge that this agreement fully complies with and exhausts the parties' obligations to negotiate pursuant to Government Code section 3557 (as completed in Side letter dated 1/8/18). Due to the agreement, compulsory arbitration pursuant to Government Code section 3557 is waived for as long as this agreement is in place.

Conditions:

- a) This agreement shall apply to all employees appointed to a classification within the bargaining unit for which SMA is recognized as the exclusively recognized employee organization.
- b) SMA and the County acknowledge that the monthly New Hire Orientation occurs the third Friday of the month unless otherwise notified. SMA and the County jointly recognize that the County receives notification of a new hire with much less time than ten days between acceptance of an employment offer, completion of pre-employment testing, and new hire orientation. While the County will provide advance notice required by the section, it is not required to do so if the notice period would delay orientation for a new employee. By the Monday immediately prior to the new hire orientation, the County is in receipt of the names of employees attending the new hire orientation. This information will be provided to SMA at that time, along with a confirmation of the date, time and location of the new hire orientation, and only if a SMA covered new employee has been hired.
- c) While SMA may elect to participate in new employee orientation, it has declined to participate. The SMA provides new member information outside of the new hire orientation.
- d) The County will provide SMA with new hire reports at the beginning of the month following the month in which the new hire was first employed, and only if a new hire becomes employed.
- e) The County shall provide SMA a list containing name, job title, department, work location, work telephone number, home address, home or personal cellular telephone number, and personal email address on file with the County (new hires only) about all bargaining unit employees every 90 days (quarterly). ~~The first issuance of this report is scheduled for January 1, 2018.~~
- f) The County shall not be required to furnish any of the above information for any employee who completes a County-provided form or makes a written request identifying specific items of information that the employee is electing not to share, that are not otherwise required to be provided by law.
- g) The County and SMA jointly agree that provision of any information pursuant to this section shall not cause the information to become a public record.
- h) Any information provided under this section shall be safeguarded by SMA and shall be used exclusively by SMA. No personal information regarding employees shall be shared by SMA with any third-party vendors or affiliated organizations, other than those directly involved in representation of bargaining unit employees in labor and employment relations matters with the County.

ARTICLE 9 GENERAL PROVISIONS

9.1 ALTERATION

No alteration or variation of the terms of this Agreement-MOU shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or oral agreement not incorporated herein shall be binding on any of the parties hereto.

9.2 SEVERABILITY

If any provision of the Agreement-MOU shall be held invalid by operation of law, or by any tribunal of competent jurisdiction or, if compliance with or enforcement of any such provision should be restrained by any said tribunal, the remainder of the Agreement-MOU shall not be affected thereby. If any portion of the Agreement-MOU is so held invalid or if compliance with any provision is restrained, the County is authorized to take immediate action to achieve compliance with law, provided that the County shall give notice to the Association prior to such action and the County shall provide the Association with an opportunity to meet and confer within thirty (30) days after any determination of invalidity or service of a restraining order, in an attempt to arrive at a mutually satisfactory replacement for such article or section.

9.3 IMPLEMENTATION

- a) The Board of Supervisors shall amend its written policies as they pertain to employees covered by this Agreement-MOU and take such action by resolution or otherwise as may be necessary in order to give full force and effect to the provisions of this Agreement-MOU. The provisions of this Agreement-MOU, except as provided herein, shall supersede County ordinances and resolutions currently in effect, for the term of this Agreement, to the extent that they are inconsistent with the provisions of this Agreement-MOU. All other provisions of the Personnel Code and the previous agreements which are not inconsistent herewith and which have not been specifically repealed hereby and which are proper subjects of the meet and confer process shall remain in force and effect as though fully set forth herein. The County reserves the right to update Personnel Code sections which govern subjects that are non-mandatory subjects of bargaining subject to meeting appropriate notice and meet and confer requirements prior to implementing any changes. Furthermore, in the event that an audit and/or review by any outside state or federal agency requires any section of the Personnel Code be changed in order to qualify for new programs and funding or to be qualified to maintain current levels of funding or service, the County has the right to implement such changes subject to meeting appropriate notice and meet and confer requirements prior to implementing any changes.
- b) It shall be understood that the items agreed to herein shall not be binding upon the County until this Agreement-MOU is signed by the proper representatives of both parties and ratified by the Board of Supervisors, pursuant to law. It is further understood that adoption of this Agreement-MOU signifies that all issues which were at dispute or

otherwise under discussion at the bargaining table have been addressed and resolved to the satisfaction of the parties for the term of this ~~Agreement~~ MOU.

9.4 TERM

The agreement shall remain in full force and effect for the period of July 1, 202~~5~~⁴, to and including June 30, 202~~8~~⁴ and except as otherwise specified herein, shall become effective on the date of ~~ratification~~ approval by the Board of Supervisors.

DATED:

SHERIFF MANAGEMENT ASSOCIATION

COUNTY OF NEVADA, CALIFORNIA

BY: _____
~~Jerry Camous~~ Larry Menth
Chief Negotiator

BY: _____
~~Donna Williamson~~ Lisa Charbonneau
Chief Negotiator

BY: _____
~~Sergeant John Dzioba, President~~ Russell Greene
Sheriff's Management Association

BY: _____
~~Mali LaGoe~~ Patrick Eidman
Assistant County Executive Officer

BY: _____
~~Captain Sam Brown~~ Timothy Highsmith
Sheriff's Management Association

BY: _____
~~Steven~~ Rose
Director of Human Resources

BY: _____
~~Lieutenant Robert Jacobs~~ Josephine Strachan
Sheriff's Management Association

BY: _____
~~Alicia Burget~~ Sam Brown
Undersheriff

BY: _____
~~DA Investigator Dominic LaFountain~~ Gregory Tassone
Sheriff's Management Association

APPENDIX A

Classifications Included in the Sheriff's Management & Supervisory Safety Employee Unit

CLASSIFICATION

Chief District Attorney Investigator
District Attorney Investigator
Sheriff's Captain
Sheriff's Lieutenant
Sheriff's Sergeant

DEPARTMENT

District Attorney
District Attorney
Sheriff
Sheriff
Sheriff

ATTACHMENT A

**SIDE LETTER OF AGREEMENT BETWEEN THE
COUNTY OF NEVADA AND
SHERIFFS' MANAGEMENT ASSOCIATION**

The parties agree to the following for the calendar year 2021:

Personnel Rule/MOU: Current Personnel and MOU language provides that the County will contribute 100% of the "Employee Only" premium cost for the medical plan based upon the least expensive health insurance plan available to County employees offered by CalPERS. Employees pay additional premiums for medical coverage elections that cost more than the least expensive health plans available.

In 2015, the Board of Supervisors provided direction and authority to implement additional cost containment for dependent health coverage. The County and employee groups agreed to freeze premium contributions for the "Employee Plus One" and Employee Plus Family" category at the 2016 County contribution level until such time as the County was contributing 80% and the employee was contributing 20% of the total premium amount. The authority and direction for the "Employee Only" level of health benefits was to continue to contribute 100% towards the "Employee Only" premium.

In 2019, unpredictable rate and plan fluctuations at CalPERS resulted in a sharp decrease in the "Employee Only" rates for the least expensive health insurance plan available to County employees. Not knowing if this trend would continue, the County froze the "Employee Only" contribution at the 2018 rate for the 2019 benefit year. For the 2020 benefit year, the "Employee Only" lowest cost plan was again significantly different than other plan rates and the County contribution was modified to be \$628.57 per month.

For the 2021 benefit year (beginning January 1, 2021 and ending December 31, 2021), the "Employee Only" lowest cost plan is again significantly different than the other plan rates. As a result, the County contribution to health benefits for the "Employee Only" category will be for \$628.57 per month, calculated as half of the frozen "Employee plus one" contribution level for 2021. This side letter does not set a precedent for any year beyond 2021 and automatically sunsets on December 31, 2021.

DATED: August 24, 2020

SHERIFF MANAGEMENT ASSOCIATION _____ COUNTY OF NEVADA

BY: (signed by C Flesher)
CHUCK FLESHER
Chief Negotiator

BY: (signed by A Lehman)
ALISON LEHMAN
County Executive Officer

BY: (Signed by J Dzioba)
JOHN DZIOBA
SMA President

APPENDIX B

SMA Market/Equity Increases 2025-2028

Job Title	Market/Equity Based Adjustment Year One (July 2025)	Market/Equity Based Adjustment Year Two (July 2026)	Market/Equity Based Adjustment Year Three (July 2027)
Chief District Attorney Investigator	3%	3%	3%
District Attorney Investigator	3%	3%	3%
Captain	3%	3%	3%
Lieutenant	3%	3%	3%
Sergeant	2%	2%	3%

APPENDIX C

County Personnel Code Section 18.3

18.3 DISCIPLINARY PROCEDURE

Except as distinguished by an applicable MOU or employment contract, the following disciplinary procedures apply to all regular, for-cause employees. All employees other than regular, for-cause employees (e.g. temporary, seasonal, at-will, and probationary, employees) may be disciplined or separated at will, with or without cause, and without the disciplinary procedures listed below. The following discipline procedures apply only to suspension without pay, reduction in pay, demotion, or dismissal.

A. “Skelly” Notice of Proposed Disciplinary Action

A written notice of the intended disciplinary action shall be given to the employee, which will include the following information:

- (i) The level of the intended discipline;
- (ii) The specific charges that support the intended discipline;
- (iii) A summary of the facts that show that the elements of each charge at issue in the intended discipline;
- (iv) A copy of all materials upon which the intended discipline is based;
- (v) Notice of the employee’s right to respond to the appointing authority regarding the intended discipline within five days from the date of the notice, either by requesting a Skelly conference, or by providing a written response, or both;
- (vi) Notice of the employee’s right to have a representative of their choice at the Skelly conference; and
- (vii) Notice that failure to respond by the time specified constitutes a waiver of the right to respond prior to final discipline being imposed.

B. Employee Response to Notice of Proposed Disciplinary Action

The employee shall, within five (5) working days from the date of Notice of Proposed Disciplinary Action, have a right to respond orally and/or in writing to the proposed action. The employee’s failure to respond orally and/or in writing within the five (5) working day period shall constitute a waiver of their right to respond.

If the employee requests a Skelly conference, the appointing authority or designee

will conduct an informal meeting with the employee. During the informal meeting, the employee shall have the opportunity to respond to the charges against them including rebutting the charges and presenting any mitigating circumstances. The appointing authority will consider the employee's presentation in determining the final recommendation on discipline. The employee's failure to attend the conference, or to deliver a written response by the date specified in the *Skelly* notice, is a waiver of the right to respond, and the intended disciplinary action will be imposed on the date specified in the *Skelly* letter.

C. Final Notice of Discipline

After the *Skelly* conference and/or timely receipt of the employee's written response, the appointing authority shall decide whether the proposed disciplinary action should be taken, whether to modify the proposed disciplinary action, or whether to take no disciplinary action. In any case, the appointing authority will provide the employee with a notice that contains the following:

- (i) The level of discipline, if any, to be imposed and the effective date of the discipline and the reasons for such action;
- (ii) The code and ordinance sections which the employee is found to have violated;
- (iii) A copy of materials upon which the discipline is based; and
- (iv) Notice of the employee's appeal right and deadline to appeal.

On the effective date of the disciplinary action, the Final Notice of Discipline shall be filed with the Human Resources Director, and a copy thereof together with a copy of the code sections outlining the administrative review procedure, shall be served on the employee who is the subject of disciplinary action. If personal service upon the employee of the written notice or of the Order is impossible, a copy shall be sent by regular mail and certified mail return receipt requested to the employee at the last known address. If the notice is not deliverable because the employee has moved without notifying the County or the employee refuses to accept delivery, the effective date of discipline will be the date the post office or delivery service attempted delivery.

D. Administrative Leave Pending Disciplinary Action

When the disciplinary action involves employee behavior, which threatens the County's operations or the safety of its employees and/or members of the public, or when otherwise determined by the Department Head, Human Resources Director and/or CEO to be in the best interests of the County, an employee may be placed on an immediate administrative leave with pay pending the outcome of any pre-disciplinary proceedings.

E. FLSA Compliance Regarding Application of Suspension to Exempt Employees

For compliance with the Fair Labor Standards Act as it pertains to salaried, exempt employees and except for employees assigned to the Deputy District Attorneys' and Deputy Public Defenders' Unit, attorneys assigned to County Counsel's Office, and the County Executive Officer, an exempt employee who is to be suspended pursuant to this Section shall be suspended for periods consisting of one or more full workweeks, except that suspension for less than a full workweek may be imposed for infractions of safety rules of major significance.