

# MEMORANDUM OF UNDERSTANDING



COUNTY OF NEVADA  
AND  
THE NEVADA COUNTY MANAGEMENT  
EMPLOYEES' ASSOCIATION

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

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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 MANAGEMENT EMPLOYEES' ASSOCIATION, hereinafter referred to as MEA or the Association, for the purpose of establishing an equitable and peaceful procedure for the resolution of differences and establishing rates of pay, hours of work, and other terms and conditions of employment for employees in the MEA bargaining unit.

## **ARTICLE 1 RECOGNITION**

### **A. RECOGNITION**

The County recognizes the Association as the exclusive representative of those employees within the MEA bargaining unit, for the purpose of meeting and conferring in good faith on matters within the scope of representation.

## **ARTICLE 2 SALARIES**

### **A. REGULAR SALARIES**

#### **1. COLA/General Adjustment/Equity Adjustments:**

- a. Year 1: Effective in the first full pay period of July 2025, all employees will receive a two percent (2%) COLA adjustment plus a two percent (2%) market equity adjustment for a total of four percent (4%).
- b. Year 2: Effective in the first full pay period of July 2026, all employees will receive a three percent (3%) COLA adjustment and one percent (1%) market equity adjustment for a total of four percent (4%).
- c. Year 3: Effective in the first full pay period of July 2027, all employees will receive a two percent (2%) COLA adjustment and one and one-half percent (1.5%) market equity adjustment for a total of three and one-half percent (3.5%).

#### **2. Classification Specific Adjustments:**

In addition to the adjustments in Section (A)(1) above, effective in the first full pay period of July 2027, employees in the following classifications will receive a one and one-half percent (1.5%) market equity adjustment: Managing Accountant Auditor, Principal Accountant Auditor, Chief Appraiser, Assistant District Attorney, and Assistant Public Defender.

### **ARTICLE 3 SPECIAL ALLOWANCES**

#### **A. TRUCKEE DIFFERENTIAL**

In addition to the compensation enumerated in this MOU, the County pays a differential of ten (10) percent of base salary to each employee who is regularly assigned to and working a minimum of 40 hours per pay period in the Truckee-Donner area of Nevada County.

#### **B. BILINGUAL PAY DIFFERENTIAL**

1. Employees identified by the Director of Human Resources who have assigned duties involving regular use of bilingual skills receive a differential of 5% of base salary. Regular use is defined as using the skill a minimum of twenty percent (20%) or more in the course of the employee's assigned duties. Exceptions to this requirement are reviewed by the Human Resources Director on a case-by-case basis and that determination is final.
2. Bilingual pay differential will cease when the Human Resources Director determines the position no longer requires the bilingual skill or when the employee is assigned, transferred, promoted or demoted to a position not requiring the bilingual skill.
3. Requests to have positions considered for bilingual differential must be submitted by the Department Head to the Human Resources Director, whose determination is final, and will include:
  - a. Position proposed for designation,
  - b. Description of the bilingual duties being performed by each employee in sufficient detail to indicate the second language to be utilized, purpose, nature and frequency of use,
  - c. Location of work assignment.
3. Upon approval of the proposed designation, the Human Resources Department will schedule the designated employee and/or applicants for bilingual examination.

#### **C. LONGEVITY PAY DIFFERENTIAL**

1. Each employee with ten (10) or more years of regular Nevada County service shall receive a 2.5% pay differential. 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 remains in effect.

2. The longevity pay differential is effective on the first day of the pay period following the tenth-year anniversary date the employee commenced working for the County.
3. Human Resources will notify the Department Head when an employee becomes eligible for longevity pay differential and will ensure the increase is processed.

#### **D. ACTING TEMPORARY PAY**

1. If an employee is temporarily assigned to an acting position in a class with a higher salary range, the employee is eligible to receive an increase of at least 7.5% of the employee's base pay from the first date worked in the assignment. In certain circumstances the County Executive Officer (CEO) may approve a higher differential to meet the needs of the organization. The acting assignment does not cause a change to the employee's bargaining unit or benefits. Acting assignments will be no longer than nine (9) months in duration, unless approved by the CEO. Upon termination of the acting assignment, the employee is restored to their regular position and salary including any merit increase earned. Acting assignments do not affect any employee's salary anniversary date. If an acting position is offered to an employee from a different department, both department heads must approve the assignment. Acting temporary pay is reportable compensation in accordance with CalPERS rules and laws; specifically, for up to 960 hours each fiscal year during recruitment for a regular appointment vacant position.
2. This section does not apply to employees whose positions are designated to act in the absence of the department, division or section head for time periods not to exceed fifteen (15) working days or one-hundred-twenty (120) hours, whichever comes first, of time such as a vacation or off site in an official capacity or for those employees participating in training or quality teams.

#### **E. SPECIAL PROJECT PAY**

An employee assigned a special project or set of duties and responsibilities substantially in excess of the normal or typical duties of the job, may be eligible for additional compensation as authorized by the CEO for a period not to exceed one year. In the event that an extension of time is needed, the County will notify MEA and will meet and discuss this extension at MEA's request. Granting this additional pay is within the sole discretion of the CEO. The CEO may authorize paying an employee up to ten percent (10%) of the employee's base pay for the duration of the special project assignment or set of duties and responsibilities in excess of the employee's normal or typical duties. Such pay is reportable for CalPERS retirement calculation purposes.

## **F. TUITION REIMBURSEMENT**

1. The Tuition Reimbursement Program is designed to encourage employees to continue their self-development by enrolling in classroom courses and/or seminars, which will:
  - a. Educate them in new concepts and methods in their occupational fields and prepare them to meet the changing demands of their jobs.
  - b. Help prepare them for advancement to positions of greater responsibility in their occupational field or in areas deemed critical by the County.
2. The following criteria is used in determining the eligibility of courses for tuition reimbursement.
  - a. Courses must be related to the work of the employee's position or occupation.
  - b. Courses must have reasonable potential for resulting in savings or in a more efficient service.
  - c. Courses must be taken at accredited institutions. Correspondence courses from reputable institutions will be considered only when equivalent courses are not available at local accredited schools or when the employee's circumstances prevent them from attending local courses.
  - d. The prerequisite courses for eligible courses are also eligible for a tuition reimbursement. However, except for good cause, reimbursement is be made until the appropriate eligible courses have been satisfactorily completed.
  - e. Courses which are neither eligible in themselves nor a prerequisite for eligible courses, but which are required for the completion of a Master or Doctorate Degree in a work-related field are eligible for tuition reimbursement. However, reimbursement will not be made until the degree is received. Ordinarily such provisions will not be made for courses required for the completion of a Bachelor or Associate of Arts Degree. With the approval of the CEO, however, exceptions may be made for individuals or for a specific job class or series.
  - f. Courses are not eligible for tuition reimbursement if they:
    - (1) Are taken to bring unsatisfactory performance up to an acceptable level.
    - (2) Are taken to acquire basic skills or basic knowledge which the employee was deemed to have when appointed.
    - (3) Duplicate available in-service training.
    - (4) Duplicate training which the employee has previously received.

- g. Conventions, workshops, short courses, institutes, etc., are not included in the Tuition Reimbursement Program because of the difficulty in establishing criteria which are consistent with those used to evaluate more traditional courses - for example, such programs are often given by non-accredited institutions, involve County time, considerable travel expense and are not easily comparable to any other program. Therefore, departments participating in such a program will continue to use the transportation and travel account in their usual manner.
- 3. Full-time employees performing their jobs satisfactorily are eligible for reimbursement at the sole discretion of the County, as determined annually by the Board or its designee subsequent to adoption of the County operating budget.
- 4. The nature of reimbursement is as follows:
  - a. Reimbursement is made for tuition, books, registration fees and laboratory fees. Expenses for parking, travel, meals and other incidental costs are not reimbursable.
  - b. Reimbursement is made to the employee on the completion of the course with a minimum final grade of C or its equivalent in an undergraduate course, or B or its equivalent in a graduate level course. No reimbursement is made for audited courses or incomplete courses.
  - c. Reimbursement received from other sources for tuition, books, registration and/or lab fees is deducted from the cost of such expenses in determining the amount which the County will pay.
- 5. The procedure for tuition reimbursement follows these steps.
  - a. The employee must apply for tuition reimbursement, prior to enrollment, through normal supervisory channels on forms provided by the Human Resources Director.
  - b. Within ten (10) days, the employee's Department Head either recommends approval of the application or denies it based on the criteria set forth in this policy. If the Department Head recommends approval, the application is forwarded to the CEO for review by a management committee appointed by the CEO. The committee then makes a recommendation to the CEO.
  - c. The CEO or designee evaluates the recommendation within ten (10) days and makes final approval or denial.
  - d. Approval for reimbursement is contingent on employee's agreement to the terms in the "Nevada County Tuition Reimbursement/Education Assistance Agreement." A copy of this Agreement is found at **Attachment A**. Notwithstanding the foregoing, if, within five (5) years of the date of



successful completion of the course(s), the employee separates from employment with the County for any reason other than disability, death, layoff, or other compelling circumstance approved by the CEO, the employee must repay the County the full amount the County paid to the employee for tuition reimbursement. Additionally, any employee who obtains a graduate or doctoral degree using tuition reimbursement, upon completion of their degree, will have one-third (1/3) of their tuition forgiven upon each year of service after graduation at 33% prorated repayment. Employees will not owe the County a repayment upon serving for three (3) full years after graduating.

- e. Upon completion of an approved course(s), the employee must obtain from the institution certification of fees paid and grade received and send certification to the Human Resources Director's Office as soon as possible. Fees paid must be itemized on a standard Nevada County Claim Form. The receipt must accompany the Claim Form with pertinent information including the signature of the Department Head and employee's signature. The employee must also evaluate the course on the form provided by the Human Resources Director's Office and send the evaluation to the Human Resources Director's Office through normal supervisory channels.
6. Where a Department Head establishes that there is a need for specialized training of employees for the purpose of expanding the capabilities of the department or to keep the department current with respect to changes in the law or the field relevant to that department, the Department Head is hereby authorized to enter into a contract with the candidate for specialized training. Said contract may provide for a commitment of a specified period of time, which the employee agrees to remain in County employment after the specialized training. If the employee terminates employment voluntarily within that period of time, the contract may provide for an amount either in whole or on a reducing scale over time which the employee will be required to reimburse the County for the benefits received by the employee as a result of the specialized training.

Said contract must be submitted to the CEO for approval prior to signing by either the Department Head or the candidate for specialized training.

## **G. UNIFORM ALLOWANCE**

- a) The County reimburses Correctional Lieutenants who are required to wear uniforms for existing uniforms, up to three sets of uniforms.
- b) The County provides and maintains uniforms for Correctional Lieutenants as needed and prescribed by the Sheriff in lieu of a monthly cleaning and upkeep allowance.

- c) The County provides a uniform allowance of \$19.90 per pay period for Correctional Lieutenants. The County maintains uniforms for Correctional Lieutenants in lieu of the monthly cleaning and upkeep allowance.

## **H. WORK / SAFETY FOOTWEAR**

The County reimburses up to three hundred and twenty-five dollars (\$325) per year toward the purchase of approved work/safety footwear for each employee assigned to the classifications listed below requiring such footwear. The Department Head or designee has the discretion to determine which footwear is approved. If, due to extenuating circumstances, an employee exhausts the \$325 allowance and needs additional approved footwear, the employee may seek approved for additional footwear reimbursement on an as-needed basis from the Department Head. The Department Head has the discretion to approve or deny such requests. All work/safety footwear reimbursements are conditioned on the employee providing proof of purchase as required by the Department Head and County Auditor-Controller.

Classifications eligible for this reimbursement:

Airport Manager  
Director of Facilities Management  
Facilities Project Manager  
Fleet Services Manager  
Principal Civil Engineer  
Program Managers in Public Works and Code/Cannabis Compliance  
Roads Services Manager  
Senior Civil Engineer  
Sanitation General Manager

## **ARTICLE 4 LEAVE PROGRAM**

### **A. PERSONAL LEAVE PROGRAM (PLP)**

1. Effective in the first full pay period after adoption of this MOU by the Board of Supervisors, in lieu of accruing vacation and sick leave, MEA bargaining unit employees participate in the Personal Leave Program and accrue Personal Leave in accordance with the following schedule:
  - Years 0 through five, 189 hours per year
  - Years six through ten, 216 hours per year
  - Years eleven plus, 224 hours per year
2. Employees may accrue a maximum 450 hours of Personal Leave.

3. Use of Personal Leave is governed by the Personnel Code.

## **B. VACATION LEAVE**

MEA bargaining unit employees do not accrue vacation leave. However, employees who have existing vacation leave balances upon entering the bargaining unit, or who have existing vacation leave balances dating back to before the establishment of the PLP, may maintain those balances and use such hours consistent with the provisions on vacation use in the Personnel Code and the cash out provision in Section (C) below.

## **C. PERSONAL LEAVE / VACATION CASH-OUT**

Prior to December 17th each year: employee irrevocably chooses whether to cash out up to 60 hours of PLP/Vacation and identifies which of the two payout pay period options they desire, only one option can be chosen. Option 1: 2nd full pay period in July or Option 2: 1st full pay period in December. The employee cannot change their mind. Prior to December 31st: Department Head approves. February: goes to budget.

The employee has a payout on the date they have chosen to be paid the cash out in the following year. If the employee does not have the available leave balances by the latest cash out date available, they are taxed on the election anyway.

If the employee does not have the hours available for payout on the July date but has selected that date, the available hours will be paid out and remaining hours elected will be paid out in December.

## **D. SICK LEAVE**

1. MEA bargaining unit employees do not accrue sick leave. However, employees who have existing sick leave balances upon entering the bargaining unit, or who have existing sick leave balances dating back to before the establishment of the PLP, may maintain those balances and use such hours consistent with the provisions on sick leave use in the Personnel Code.
2. For those employees with accrued sick leave, sick leave may be converted at separation subject to the following conditions:
  - a. Upon retirement or termination with satisfactory performance after ten (10) years of service, an employee is paid thirty-five percent (35%) of the value of all unused, accrued sick leave. The value of such unused sick leave is determined by multiplying the total hours accumulated at the time of separation by the

hourly wage rate of the range and step to which the employee is assigned.  
(RESO. 86-473)

- b. County has adopted CalPERS benefit, Credit For Unused Sick Leave, in accordance with Government Code section 20965. Upon retirement, an employee may use (100%) of the value of all unused, accrued sick leave to convert to CalPERS service retirement credit.

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 is irrevocable.

## **E. ADMINISTRATIVE LEAVE**

1. Exempt employees with over 6 months of County service receive 40 hours of administrative leave annually. Administrative leave is separate from and in addition to vacation leave and PLP. An employee may accrue a maximum of 80 hours of administrative leave. Administrative leave in excess of this amount is paid out at the employee's regular rate.
2. 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 CEO. Additional administrative leave must be used within the fiscal year in which it is granted.

## **F. HOLIDAY LEAVE**

1. Employees are entitled to eight (8) hours of paid time off on each of the following designated holidays:
  - a. January 1st;
  - b. The third Monday in January, known as "Martin Luther King Jr.'s Birthday";
  - c. The third Monday in February;
  - d. The last Monday in May;
  - e. July 4th;
  - f. The first Monday in September;
  - g. The second Monday in October;
  - h. November 11th, known as "Veteran's Day";
  - i. Thanksgiving Day, designated as the fourth Thursday in November;
  - j. The Friday immediately following Thanksgiving Day;
  - k. December 25th;

1. Every day designated by the President or Governor for a public fast, thanksgiving, or holiday and approved by the Board of Supervisors;
2. In addition, employees annually accrue three (3) floating holidays which may be taken at any time mutually agreed upon by the employee and the appointing authority. Employees cannot 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 30th), at the beginning of the next fiscal year (July 1st) 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 3 floating holidays (24 hours) and has 4 hours of floating holiday credits on June 30th, then only 20 hours will be credited into their floating holiday account on July 1st for the entire fiscal year).
3. When a holiday specified herein falls on Saturday, the proceeding Friday is observed as a holiday. When a holiday falls on a Sunday, the following Monday is 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 is observed as a holiday.
4. To be eligible for paid time off on a designated holiday, an employee must work on the regular work day before and the regular work day after the 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 personal leave, paid sick leave, paid vacation, paid floating holiday, or paid authorized leave of absence. Any exception to the foregoing will be for good cause only, and requires the approval of the CEO whose decision is final.

#### **G. BEREAVEMENT LEAVE**

1. Upon the death of a family member, an employee may use up to ten (10) days of any accrued paid leave that is otherwise available to the employee.
2. For purposes of this section "family member" is defined as spouse, 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.
3. Days of bereavement leave need not be consecutive, but must be completed within three (3) months of the date of the death of the family member.
4. If requested by the County, the employee, within 30 days of the first day of the leave, must 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 maintains such documentation as confidential; such documentation will not be disclosed except to internal personnel or counsel, as necessary, or as required by law.

## **ARTICLE 5 HEALTH AND WELFARE BENEFITS**

### **A. MISCELLANEOUS PROVISIONS**

1. 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 will be deemed to amend or affect any portion or provision of any contract or agreement, but, instead, this Section will be construed only as a general description of certain insurance benefits available.
2. 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 MOU.
3. This section does not affect any rights given the Association by any other section of the MOU to meet and confer prior to implementing any insurance benefit changes, and the County will 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.
4. This section will 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.

### **B. ELIGIBILITY**

1. Any employee working fifty percent (50%) or more of a full-time schedule is eligible to enroll themselves and their eligible dependents (when applicable) in the County's health and welfare benefits plans.
2. New employees are eligible for the Employee Health Coverage options only.

### **C. EMPLOYEE HEALTH COVERAGE PACKAGE**

The County contracts with the California Public Employees' Retirement System (CalPERS) to provide employees and their eligible dependents with medical insurance benefits. During each calendar year, the County pays a maximum contribution per month to CalPERS for each eligible

active employee towards the purchase of medical insurance. The County's maximum monthly contribution for each eligible active employee is equal to the minimum employer contribution required under the Public Employees' Medical and Hospital Care Act (PEMHCA).

#### **D. CAFETERIA PLAN ALLOWANCE**

1. The County maintains 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. Benefits available through the Cafeteria Plan include medical insurance, dental insurance, vision insurance and life insurance benefits.
2. Active Employee and Dependent Health Benefit Coverage:
  - a. Employee Coverage: The County shall provide to all eligible County employees an amount equal to 100% of the employee only cost for the least expensive health insurance plan available to County employees, including Dental and Optical coverage, inclusive of the CalPERS required (PEMHCA) contribution.
  - b. Medical Insurance: Employees participating in "Employee only" coverage receive a Cafeteria Plan Allowance equal to the medical premium cost for the plan chosen by the employee, or the average premium cost of all health plans offered in CalPERS Region 1 (excluding out of state plans), whichever is less, minus the amount of the County's contribution towards medical insurance set forth in Section (D)(1) above. The County contribution towards medical benefits for "Employee plus one" coverage and "Employee plus two or more" coverage is equal to the medical premium cost for the plan chosen by the employee or eighty percent (80%) of the average premium cost of all health plans offered in CalPERS Region 1 (excluding out of state plans), whichever is less, minus the amount of the County's contribution towards medical insurance as set forth in Section (D)(1).
3. Active Employee and Dependent Dental and Optical Benefit Coverage:
  - a. Dental Enhanced Basic Plan:

The Basic Dental Program will include: \$2,500 per participant per calendar year for core services with 100% coverage for diagnostic and preventative services, 100% coverage for basic services, 80% PPO coverage – 80% Premier and Out of Network coverage for major services, and child and adult orthodontics at 50% with a lifetime maximum per participant of \$2,500.
  - b. Vision Enhanced Basic Plan:

The Basic Vision program will include: 12/12/12 (exam/frames/lenses every twelve months) and a frame allowance of \$300.

- c. Dental and Vision: The County pays 100% of the premium cost for dental and vision plans for the “Employee Only” level of coverage. The County pays 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.

#### 4. Rural Health Subsidy

- a. Employees who live in the Truckee area who elect medical insurance coverage will receive the same benefit as stated in Section (D)(1) through (3) above, however, the County contribution for the benefit will be based on the least expensive medical insurance plan available to the County in the Truckee area, which currently is a PPO plan.
- b. In addition, Truckee employees who are not eligible to participate in an HMO are eligible to be reimbursed annually under the Rural Health Subsidy. Reimbursement amounts are 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.
- c. Employees will 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.
- d. Reimbursements for expenses incurred under the Rural Health Subsidy will be available through the following methods:
  - i. Employees will be issued a debit card to use at providers for out-of-pocket expenses under the plan. The debit card is programed for eligible expenses only.
  - ii. Employees 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.
  - iii. Employees have the option of direct deposit for their reimbursement.
  - iv. Employees will be able to view all transactions and their status via an on-line portal.
- e. If an HMO option becomes available for Truckee employees, the Truckee employees will be reimbursed the same as all other County employees as described in Section (D)(1) through (3) above and the Rural Health Subsidy will be discontinued.



- f. If the HMO option becomes unavailable for all County employees, the Truckee employees will be reimbursed the same as all other County employees as described in numbers 1 through 3 above and the rural Health Subsidy will be discontinued.
5. If the HMO option becomes unavailable for all County employees, the County and the MEA will meet and confer over the effects of such a change.  
Payroll Deduction: Premium amounts for medical, dental, and vision coverage elections above the amounts provided by the County in this Article are paid by the employee through payroll deductions.
6. Opt-Out: Employees who opt out of medical insurance coverage and who provide sufficient proof of minimal essential coverage are paid three hundred dollars (\$300) per month. Employees may still opt to enroll in the dental/vision bundle without having County-sponsored medical insurance.

#### **E. LIFE INSURANCE**

1. Employee and dependent coverage is paid for by the County.
2. Employee coverage is provided in the amount of \$50,000, and \$1,000 coverage is provided for each eligible dependent.

#### **F. COVERAGE-LEAVE OF ABSENCE**

Employer paid insurance contributions will not be made on behalf of any employee who receives any leave of absence without pay exceeding fifteen (15) calendar days, effective on the first day of such leave of absence. An employee may continue coverage during the aforementioned leave of absence by advancing to the Auditor-Controller each month the total monthly premium cost.

#### **G. STATE DISABILITY INSURANCE**

Employees in the MEA bargaining unit participate in and pay for the SDI plan through payroll deductions and are eligible for benefits as determined by the procedures of the EDD.

The County augments the amount of SDI benefits received by an amount sufficient to provide the employee with a gross biweekly salary equal to the employee's normal biweekly base salary. The augmentation to SDI is made from sick leave balance, CTO balance, PLP balance and vacation balance, in that order until exhausted. Upon exhaustion of leave balances as provided herein, the employee's status is determined in accordance with provisions of the Personnel Code as they pertain to leaves of absence. Notwithstanding anything to the

contrary, an employee absent from work and receiving SDI benefits must utilize accrued leave balances to augment SDI benefits as provided by the Personnel Code.

## **H. LONG-TERM DISABILITY BENEFIT**

The County provides Correctional Lieutenants and Probation Program Managers with a long-term disability (LTD) benefit plan. Once CalPERS safety retirement benefits are implemented for the above-mentioned classifications, the County will cease paying for the LTD benefit and the affected employees will determine whether or not to continue the benefit at their expense.

## **ARTICLE 6 RETIREMENT PROGRAMS**

### **A. AUTHORITY**

This section delineates, briefly, the various retirement programs available to employees as provided by law, contract or memorandum of understanding. Nothing contained herein will be deemed to amend or affect any portion or provision of any contract or agreement, but, instead, this section will be construed only as a general description of certain retirement programs available.

### **B. ELIGIBILITY**

1. Social Security. All employees will be members of the Social Security System, unless otherwise provided by law.
2. California Public Employees' Retirement System (CalPERS). Employees will be members of CalPERS, as provided by the terms of the contract in effect between the County and CalPERS.

### **C. RETIREE COVERAGE AND CONTRIBUTION RATE**

1. The type of coverage and amount of employee contribution is established in accordance with this MOU and the contract between the County and CalPERS.
2. Miscellaneous Plan

Miscellaneous Tier I: Classic Employees Hired on or Before December 13, 2012. Tier I Classic Miscellaneous Employees are enrolled in the 2.7% at 55 formula. The County contributes on behalf of all covered employees their contribution at the established rate of 8.0%

of monthly base salary received in excess of \$133.33. The employee contribution toward the employer share of PERS is 8.0% of reportable compensation in accordance with California Government Code Section 20516. Employees contribute 10.585% of their pensionable compensation to Cal PERS.

Miscellaneous Tier II: Classic Employees Hired after December 13, 2012, and before January 1, 2013. Tier II Classic Miscellaneous Employees are enrolled in the 2% at 60 formula. Employees contribute 7.0% of their pensionable compensation to CalPERS.

Miscellaneous Tier III: PEPPRA Employees Hired on or After January 1, 2013. Tier III PEPPRA Miscellaneous Employees are enrolled in the 2% at 62 formula. Employees contribute one half (1/2) of the Total Normal Cost (as determined annually by CalPERS) rate of their pensionable compensation to CalPERS.

3. Safety Plan

Safety Tier I: Classic Employees Hired Before July 24, 2011. Tier I Classic Safety Employees are enrolled in the 3% at 50 formula. 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. The employee contribution toward the employer share of PERS is 9.0% of reportable compensation in accordance with California Government Code Section 20516.

Safety Tier II: Classic Employees Hired Between July 24, 2011 and December 31, 2012. Tier II Classic Safety Employees are enrolled in the 3% at 55 formula. Employees contribute 9% of their pensionable compensation to CalPERS.

Safety Tier III: PEPPRA Employees Hired on or After January 1, 2013. Tier III PEPPRA Employees are enrolled in the 2.7% at 57 formula. Employees contribute one half (1/2) of the Total Normal Cost (as determined annually by CalPERS) rate of their pensionable compensation to CalPERS.

4. The County has adopted the CalPERS optional death benefit, Pre-Retirement Optional Settlement 2 Death Benefit, in accordance with Government Code section 21548.
5. Employees in the MEA bargaining unit are eligible for the CalPERS Special Death Benefit, in accordance with Government Code section 21540.5.
6. Credit For Unused Sick Leave - Employees in the MEA bargaining unit are eligible for the CalPERS benefit, Credit for Unused Sick Leave, in accordance with Government Code section 20965.
7. Employer Paid Member Contributions (EPMC) - Employees in the MEA bargaining unit who are eligible for this benefit under the law have the benefit of EPMC in accordance with Government Code section 20636(c)(4), in that the full monetary value of EPMC paid to CalPERS is reported as compensation on behalf of members.

8. Social Security - Each employee pays his/her contribution to the system.

**D. 457 PLAN**

The County has established and made available, at no County contribution, a 457 plan or plans per the Internal Revenue Code.

**E. RETIREE HEALTH COVERAGE**

Employees who meet eligibility requirements under PEMHCA may participate in the County's PEMHCA retiree medical insurance plan(s) upon retirement. The County's maximum monthly contribution to CalPERS for each eligible annuitant is equal to the minimum employer contribution required under the PEMHCA. The provisions of the PEMHCA govern medical insurance coverage for annuitants.

**F. RETIREE BENEFIT ALLOWANCE**

1. Employees Hired Prior to July 1, 2000

The County contributes toward retiree health insurance for employees who retire from Nevada County and were hired prior to July 1, 2000 and are not eligible for Medicare as follows:

- a. 0-5 years of consecutive service = \$80.80
- b. 6-10 years of consecutive service = \$105.44
- c. 11-19 years of consecutive service = \$150.00
- d. 20+ years of cumulative service = 100% of the least expensive health insurance plan available to the County.
- e. Upon becoming eligible for Medicare, a retiree will cease to receive this benefit and will be eligible for Section (F)(4)(a) below.

2. Employees Hired on and After July 1, 2000, Through June 30, 2022

The County contributes toward retiree health insurance for employees who retire from Nevada County and were hired on or after July 1, 2000, as follows:

- a. Individuals who have served between 0 and 19 years of consecutive service with the County are not eligible to receive any benefit allowance under this Section. They are entitled only to the CalPERS required premium (PEMHCA minimum) described in Section (F)(1)(e) above.
- b. Individuals who have 20+ years of cumulative eligible service with the County will receive a monthly retirement benefit allowance in an

amount equal to 100% of the least expensive health insurance plan available to the County, less the PEMCHA minimum described in Section (E) above.

Upon becoming eligible for Medicare, an individual will cease to receive any retirement benefit allowance provided under this Section (F)(2) and will become eligible for the Medicare Supplemental Insurance as described in Section (F)(4) below.

3. Employees Hired on or After July 1, 2022

Employees hired on or after July 1, 2022, and who retire from the County are ineligible for any retirement benefit allowance provided for under Section (F)(1) or (2) above. They will be eligible only for the PEMCHA minimum described in Section (F)(1)(e) above.

4. Medical Supplemental Insurance

a. The County pays a benefit allowance equal to 80% of the cost of the least expensive Medicare supplemental insurance available to the County for all retired employees who become eligible for Medicare and were hired prior to July 1, 2000, or any employee who was hired prior to July 1, 2022, who has achieved 20+ years of cumulative service with the County. This benefit replaces the retiree health insurance stipend after the retiree has reached the age of 65 and is available for the retired employee only.

b. Employees hired on or after July 1, 2022, are not eligible to receive any benefits provided for in either Sections (F)(1), (F)(2), or (F)(4)(a), above.

5. Employee must actually retire under the CalPERS system to be eligible for this benefit.

6. Eligible employees who have accumulated twenty (20) years or more of cumulative service with the County are provided 100% of the least expensive health insurance plan available to the County upon their retirement, if that retirement occurs within ninety (90) days of departure from active service, with continuing 100% payment of retiree health insurance premiums by the County.

7. Any retirement benefit allowances provided under Section (F)(1), (2), or (3) above are provided in the form of a cash payment paid directly to the eligible retiree.

8. Retired County employees who return to work do not lose retiree benefits upon return to retirement.

9. In recognition that there may be some isolated cases whereby an employee may become ineligible because of this change in eligibility, the Association has the right to meet and confer on any such case.

## **ARTICLE 7 LAYOFF**

### **A. LAYOFF**

The appointing authority may lay off employees pursuant to this Section whenever it becomes necessary because of lack of work or funds, or whenever it is deemed advisable in the interest of economy to reduce the force in a department or office.

The County will give the association notice prior to implementation of any proposed layoff and will consult with the union or association, in good faith, regarding the effects of the said layoff. Such consultation will not delay the effective date of the layoff unless an agreement is reached to postpone or cancel the proposed layoff.

### **B. ORDER OF LAYOFF**

Employees in the same department and within the same classification will be laid off as follows:

1. All temporary employees are laid off, in an order determined by the appointing authority, before any probationary employees.
2. All part-time probationary employees are laid off, in an order determined by the appointing authority, before any full-time probationary employees.
3. All probationary employees are laid off, in an order determined by the appointing authority, before any regular employees.
4. All part-time regular employees are laid off, in an order determined by the appointing authority, before any full-time regular employee.
5. When it becomes necessary to reduce the force in any department by layoff of regular full-time employees, seniority and the ability to perform the work are the determining factors.
6. Regular employees who are receiving the bilingual differential may be exempted from layoff at the discretion of the Department Head based on the needs of the County.

### **C. SENIORITY**

For the purpose of applying this Section only, seniority is defined as the total number of calendar days an employee has been employed in a regular or temporary capacity and on active pay status in the classification of the employee or group of employees subject to layoff or bumping, except that in the case of a regular employee, approved leave of absence with or without pay also counts as time worked on active pay status. Time worked in another classification of equal or greater pay grade and within the same series counts as time worked within the classification of the employee or group of employees subject to layoff or bumping. Seniority does not include any period during which an employee was (1) on leave without pay for disciplinary reasons or (2) not actually in County employment because of his or her voluntary termination, layoff, or other cause; provided, that for any employee who is re-employed after being discharged for cause or any probationary employee discharged during the probationary period, seniority does not include any time worked prior to his or her succeeding appointment.

#### **D. PERFORMANCE**

For the purpose of applying this Section only, performance is defined as annual or probationary performance evaluations submitted between 90 days and 12 months prior to the issuance of a layoff notice.

Layoffs will be made by classification and by department in accordance with the following procedure and in the following order:

1. All employees within the classification of a position which is being abolished whose annual or final probationary performance report, which is at least 90 days old, was less than overall "outstanding" are laid off before any employee in the same classification whose most current annual or final probationary performance report, which is at least 90 days old, was overall "outstanding." Within this group, a less senior employee is laid off before an employee with more seniority.
2. Whenever it becomes necessary to lay off employees whose annual or final probationary performance report, which is at least 90 days old, was overall "outstanding", the said layoffs occur in an order determined by the appointing authority, based on his/her assessment of the affected employees' overall ability and willingness to perform.
3. Except as otherwise provided, any employee who has been displaced as a result of the application of the provisions of this Section may exercise bumping rights into a lower classification within the same classification series and within the same department or into the last position in which the employee held regular status and within the same department from which the employee is being displaced. If an employee elects to exercise his/her bumping rights as provided herein then such employee is judged against all employees within the said lower classification in accordance with the foregoing methodology, giving proper weight to the factors of performance and

seniority. Such bumping right must be exercised within ten (10) days of the date of layoff notice.

In the case of a tie in seniority pursuant to this Section, such tie is broken by counting all time in County service.

If this method of breaking ties in seniority results in a tie, the order of layoff is determined by lot as drawn by the Human Resources Director.

4. Any employee displaced pursuant to the bumping provisions in Section (D)(3), above, is permitted to exercise bumping rights into an existing lower classification within the same series and within the same department, or into the last position in which the employee held regular status and within the same department from which the employee is being displaced, where applicable.

#### **E. INTERDEPARTMENTAL TRANSFERS**

The Human Resources Director or designee will make an effort to transfer any employee who is so affected by a reduction in force to another vacancy for which such employee is qualified.

The Human Resources Director has the authority, at his/her discretion, to transfer any employee who is laid off pursuant to this Section to any vacancy in any department, provided the employee is qualified for the said vacancy.

#### **F. EMPLOYEES FORMERLY UNDER MERIT SYSTEMS**

When a reduction of force occurs in Social Services or Child Support Services the following provisions apply:

1. The names of employees who occupy a Merit position on January 30, 2016, will be listed quarterly by Human Resources, indicating Merit seniority points as of this date using Local Area Personnel Standards' section 17510; these points will be "frozen" for future seniority calculation purposes. This list will be updated quarterly and provided to the Association and at other times upon request.
2. When a reduction in force occurs, seniority for employees will be determined on the following basis:
  - a. For this Section only, seniority is defined as the total number of Merit points plus calendar days an employee has been employed after January 30, 2016 in a regular or temporary capacity and on active pay status in the classification of the employee or group of employees subject to layoff or bumping, except that in the case of a regular employee, approved leave of absence with or without pay also counts as time worked on active pay status. Time worked in another



classification of equal or greater pay grade and within the same series counts as time worked within the classification of the employee or group of employees subject to layoff or bumping. Seniority does not include any period during which an employee was on leave without pay for disciplinary reasons or not actually in County employment because of his or her voluntary termination, layoff or other cause; provided that for any employee who is re-employed after being discharged for cause or any probationary employee discharged during the probationary period, seniority does not include any time worked prior to his or her succeeding appointment.

- b. For this Section only, former Merit employees who, after January 30, 2016, transfer, promote, demote or otherwise depart from any previously defined Merit position in either Social Services or Child Support Services will have their names removed from the list unless the transfer, promotion or demotion is also to a previously defined Merit position. Seniority from the point of removal will be calculated based upon Personnel Code Section 20.1 (a) and (b) and other applicable provisions of this MOU.
- c. For this Section only, if a former Merit employee transfers or promotes to a position in the same job series, his/her name will remain on the list provided to MEA, however, additional "frozen" Merit points will not be added.
- d. Layoffs will be made by classification and by department in accordance with the following procedure and in the following order:
  - i. If an employee on the list has received an "outstanding" performance rating on his or her last two regularly scheduled written performance reports, twelve (12) additional "frozen" points are added to those on the list for the purpose of calculating total seniority at the time of a layoff.
  - ii. A less senior employee is laid off before an employee with more seniority.
  - iii. Except as otherwise provided, any employee who has been displaced as a result of the application of the provisions of this Section may exercise bumping rights into a lower classification within the same classification series and within the same department or within a previously held Merit classification or Merit department. If an employee elects to exercise his/her bumping rights as provided herein, then such employee is judged against all within the said lower classification in accordance with the foregoing methodology. Such bumping rights must be exercised within ten (10) days of layoff notice.
  - iv. When two or more employees have the same seniority, the tie is broken in the following sequence: employee with the greatest seniority in the class in which the layoff is being made and in higher level classes; employee with the greatest seniority in the department of layoff; employee with the greatest seniority in the County.
  - v. If this method of breaking ties in seniority results in a tie, the order of layoff is determined by lot drawn by the Director of Human Resources.

- vi. Any employee bumped pursuant to Section (F)(2)(d)(iii) above, may exercise bumping rights into an existing lower classification within the same series and within the same department, where applicable, without loss of "frozen" Merit points on the list.
- 3. The provisions of Article 7, Section (D)(1) and (2) will not be used for determining the layoff of an employee on the list.

All other provisions of layoff and recall from layoff are governed by the Personnel Code or this MOU, as applicable.

#### **G. NOTICE OF LAYOFF**

Regular employees will be notified of layoff fourteen (14) days prior to the effective date of same. All other employees may be laid off on twenty-four (24) hours' notice. An employee who is to be laid off may elect to accept such layoff prior to the effective date thereof.

#### **H. RE-EMPLOYMENT LIST**

A re-employment list will be established containing the names of employees who have been laid off through no fault or delinquency on their part in accordance with the Personnel Code.

### **ARTICLE 8 DISCIPLINE, DISCHARGE AND REPRIMANDS**

The terms of discipline, discharge and reprimands for MEA bargaining unit employees are set forth in **Attachment B**.

### **ARTICLE 9 GRIEVANCE PROCEDURE**

The MEA grievance procedure is set forth in **Attachment B**.

### **ARTICLE 10 GENERAL PROVISIONS**

#### **A. ALTERATION**

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

**B. SEVERABILITY**

If any provision of the MOU is held invalid by operation of law, or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any such provision is restrained by any said tribunal, the remainder of this MOU will not be affected thereby. If any portion of this MOU is so held invalid or if compliance with provision is restrained, the County is authorized to take immediate action to achieve compliance with the law, provided that the County will give notice to the Association prior to such action and the County will 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 provision.

**C. IMPLEMENTATION**

The Board of Supervisors will amend its written policies as they pertain to employees covered by this MOU and will take such other action by resolution or otherwise as may be necessary in order to give full force and effect to the provisions of this MOU. The provisions of this MOU, except as provided herein, supersede County ordinances and resolutions currently in effect, for the term of this MOU, to the extent that they are inconsistent with the provisions of this MOU. All other provisions of the Personnel Code and the previous MOU which are not inconsistent herewith and which are not specifically repealed hereby and which are proper subjects of the meet and confer process remain in force and effect as though fully set forth herein.

The items agreed to herein will not be binding upon the County until this MOU is signed by the proper representatives of both parties and ratified by the Board of Supervisors, pursuant to law. Adoption of this 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 MOU.

**D. DURATION**

This MOU is for the period July 1, 2025, through June 30, 2028, and except as otherwise specified herein, will become effective on the date of ratification by the Board of Supervisors.

**Signature Page**

DATED: \_\_\_\_\_

NEVADA COUNTY MANAGEMENT  
EMPLOYEES' ASSOCIATION

COUNTY OF NEVADA, CALIFORNIA

BY: \_\_\_\_\_  
GEORGETTE ARONOW  
Management Employees' Association

BY: \_\_\_\_\_  
ALISON LEHMAN  
County Executive Officer

BY: \_\_\_\_\_  
JOHANNA GARCIA  
Management Employees' Association

BY: \_\_\_\_\_  
LISA S. CHARBONNEAU  
Chief Negotiator

BY: \_\_\_\_\_  
LAUREL FOSTER  
Management Employees' Association

BY: \_\_\_\_\_  
STEVE ROSE  
Human Resources Director

BY: \_\_\_\_\_  
DAVID KRUCKENBERG  
MEA Chief Negotiator

BY: \_\_\_\_\_  
PATRICK EIDMAN  
Assistant CEO

## **Attachment A**

### **Nevada County**

#### **MEA Tuition Reimbursement/Education Assistance Agreement**

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_  
20\_\_\_\_, by and between \_\_\_\_\_  
(referred to in this Agreement as “the Employee”), and the **County of Nevada, California**  
(referred to in this Agreement as “the County”), provides as follows:

WHEREAS, the County has a Tuition Reimbursement and Education Assistance Program to (i) encourage employees to take courses leading to a formal professional accreditation or degree relating to their specific job duties; (ii) provide for optimal potential for advancement within the County; and (iii) attract and retain the best individuals as new employees; and

WHEREAS, pursuant to the Tuition Reimbursement and Education Assistance Program, the County will reimburse eligible employees for certain eligible educational expenses with the understanding that the Employee remains employed by the County for a reasonable amount of time; and

WHEREAS the Employee has applied to participate in the Tuition Reimbursement and Education Assistance Program with full knowledge and understanding thereof; and

WHEREAS, the Employee’s participation in the Tuition Reimbursement and Educational Assistance Program is voluntary, and is not a condition of the Employee’s employment with the County; and

WHEREAS, the County and the Employee recognize that it is unfair and inequitable for the County to pay the educational expenses of the Employee if the Employee does not remain with the County for a reasonable amount of time;

NOW THEREFORE, the parties agree as follows:

**1. The County’s Obligation.** In accordance with the County’s Tuition Reimbursement and Education Assistance Program, upon: (a) approval of the Employee’s Tuition Reimbursement Request; (b) proof of the Employee’s successful completion of the course(s) identified in the Employee’s Tuition Reimbursement Request; (c) proof the Employee is meeting the performance standards for his or her position; and (d) the Employee’s presentation of original itemized receipts for costs incurred, the County will reimburse the Employee for the allowable costs. The maximum amount the County will reimburse any employee under the Tuition Reimbursement and Educational Assistance Program is \$10,000 per Fiscal Year.

As used herein, the term or phrase “successful completion” of a course means a minimum final grade of C or its equivalent in undergraduate courses, or B or its equivalent in graduate level courses. The term “allowable costs” means the amount the Employee or his/her family member paid for tuition, books, registration fees and/or laboratory fees, as set forth in the Tuition Reimbursement and

Educational Assistance Program guidelines. Proof the Employee is meeting the performance standards of his or her position may include performance evaluations showing the Employee's overall performance is meeting or exceeding expectations while enrolled in the Tuition Reimbursement and Educational Assistance Program.

**2. The Employee's Obligation.** If, within five years (5 years) of the date of successful completion of the course(s), the Employee separates from employment with the County of Nevada for any reason other than disability, death, layoff, or other compelling circumstance approved by the County Executive Officer, the Employee shall repay the County the full amount the County paid to the Employee for tuition reimbursement.

**3. Re-Payment to the County; Set-off Against Final Paycheck.** To the extent permitted by law and pursuant to California Labor Code section 224, Employee expressly authorizes the County to deduct the amount of any tuition reimbursement obligation Employee owes to the County pursuant to Section 2, above, from any compensation that is due and owing to the Employee at time of his/her separation from County employment. Employee expressly authorizes County to make deductions from Employee's final paycheck for the Employee's tuition reimbursement obligation to the County set forth in Section 2, above, and Employee expressly authorizes County to make such deductions from Employee's salary, wages, accrued leave pay, termination and/or severance pay.

The parties agree any remaining amount the Employee owes to the County is due to the County within ninety (90) days of the issuance of the Employee's final paycheck. Amounts not paid within ninety (90) days shall be deemed delinquent and will be sent to County collections.

**4. Taxes and indemnification.** Pursuant to Title 26 of the Internal Revenue Code, section 127, the County will not report the County's tuition reimbursement payment to the Employee as taxable income, up to the maximum exclusion amount of \$5,250 per year. Notwithstanding the foregoing, the Employee is responsible for complying with any tax laws pertaining to the County's tuition reimbursement payment to the Employee. Employee is encouraged to seek the assistance of a tax advisor to determine the tax consequences of such reimbursement payments. Employee hereby indemnifies and saves harmless County from and against any and all suits, claims, actions, damages and other losses which the employee suffers or incurs as a result of any governmental taxing authority assessing the reimbursement of the tuition payments hereunder as a taxable benefit to the Employee.

**5. No Guarantee of Employment.** The parties expressly recognize and agree that this Agreement is not a contract of employment. This Agreement does not constitute a commitment or guarantee on the part of County to provide employment to Employee for any specific period of time or duration.

**6. No Waiver.** The waiver or failure of either party to exercise, in any respect, any right provided in this agreement shall not be deemed a waiver of any other right or remedy to which the party may be entitled.

**7. Entire Agreement.** This Agreement is the entire Agreement among the parties on the matters contained herein, and it may be modified only in writing signed by the parties. Any prior or contemporaneous promises, representations, or agreements related to the matters contained herein are revoked and waived.

8. **Governing Law; Venue.** This Agreement shall be governed by the laws of the State of California, and any dispute arising thereunder shall be finally resolved by a court located within the County of Nevada.

9. **Severability.** If any term of this Agreement is held by a court of law to be invalid or unenforceable, the remainder of the Agreement is deemed severable.

10. **Informed and Voluntary Consent.** Employee enters into this Agreement voluntarily, and with full knowledge and understanding of the terms of the Agreement. Employee acknowledges that this is a binding legal document and that he/she was advised of his/her right to have it reviewed by independent counsel before signing it. In recognition of this right, he/she shall initial the appropriate section below:

\_\_\_\_\_ I have read this Agreement. I understand it and agree to its Terms. I have been advised of my right to have my attorney review it, and I choose not to have it reviewed by my attorney.

\_\_\_\_\_ I have read this Agreement. I understand and agree to its terms. I have reviewed the Agreement with my attorney.

WITNESS the following signatures:

\_\_\_\_\_  
Employee

Date: \_\_\_\_\_

\_\_\_\_\_  
Alison Lehman, County Executive Officer

Date: \_\_\_\_\_

## Attachment B

### 2019 Sideletter Between the County and MEA on Personnel Code Provisions Governing Discipline, Discharge and Reprimands and the Grievance Procedure

#### SECTION 18 - DISCIPLINE, DISCHARGE AND REPRIMANDS

##### 18.1 DISCIPLINARY ACTION PROCEDURES

- (b.) **Suspensions of 5 working days or less:** To initiate a disciplinary action against a regular employee which will result in a suspension of 5 working days or less, the appointing authority shall contact and discuss such action with the Human Resources Director prior to taking such action. In conference with the Human Resources Director and County Counsel, the appointing authority shall:
- 1) Draft a written notice outlining:
    - a. The proposed action and reasons for such action; b) The code and ordinance sections which the employee is alleged to have violated; c) The appeal process which would allow the employee to have the matter heard by an independent Hearing Officer to serve in an advisory capacity to the County Executive Officer whose decision regarding the action would be final (see 19.3b); d) The timelines in which the process must take place.
  - 2) At least five working days prior to the effective date of the proposed disciplinary action, a copy of the notice shall be served upon the employee who is the subject of the disciplinary action. The employee shall, within said five-day period, respond orally and/or in writing to the proposed action or waive the right to respond.
  - 3) After either time has elapsed for receiving response from the employee or the response has been received and considered, the appointing authority shall decide whether the proposed action should be taken.
  - 4) If so, the Order which imposes the action as originally proposed or as revised after receipt of the employee response shall be prepared by the appointing authority, be reviewed with the County Counsel for legal sufficiency, and the action shall commence at such time so as not to disrupt the operations of the department.
  - 5) On the effective date of the disciplinary action, the Order 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 certified mail to the employee at the last known address.

- 6) 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, an employee may be placed on an immediate administrative leave with pay pending the outcome of any pre-disciplinary proceedings.
- 7) 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.

**(c.) Suspension of 6 or more working days, demotion or dismissal**

For disciplinary actions involving a suspension of 6 or more working days, demotion or dismissal, in conference with the Human Resources Director and County Counsel, the appointing authority shall:

- 1) Draft a written notice outlining:  
The proposed action and reasons for such action;
  - a. The code and ordinance sections which the employee is alleged to have violated;
  - b. The appeal process which would allow the employee to have the matter heard by a Hearing Officer supplied by the State Office of Administrative Hearings (see 18.3(c) );
  - c. The timelines in which the process must take place.
- 2) At least five working days prior to the effective date of the proposed disciplinary action, a copy of the notice shall be served upon the employee who is the subject of the disciplinary action. The employee shall, within said five-day period, respond orally and/or in writing to the proposed action or waive the right to respond.
- 3) After either time has elapsed for receiving response from the employee or the response has been received and considered, the appointing authority shall decide whether the proposed action should be taken.
- 4) If so, the Order which imposes the action as originally proposed or as revised after receipt of the employee response shall be prepared by the appointing authority, be reviewed with the County Counsel for legal sufficiency, and the action shall commence at such time so as not to disrupt the operations of the department.
- 5) On the effective date of the disciplinary action, the Order 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 certified mail to the employee at the last known address.

6) 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, an employee may be placed on an immediate administrative leave with pay pending the outcome of any pre-disciplinary proceedings.

7) 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.

## **18.2 CAUSES OF DISCIPLINE**

Each of the following constitutes cause for suspension, demotion, or dismissal of an employee.

- (a) Fraud in securing appointment
- (b) Incompetency
- (c) Inefficiency
- (d) Inexcusable neglect of duty
- (e) Insubordination
- (f) Dishonesty
- (g) Sexual harassment or abuse of County employees
- (h) Illegal manufacture, distribution, possession, and or use of a controlled substance in the work place
- (i) Being intoxicated and/or under the influence of any controlled substance while on duty or while subject to scheduled call back
- (j) Inexcusable absence without leave (absenteeism or tardiness)
- (k) Conviction of a felony or conviction of a misdemeanor involving moral turpitude
- (l) Discourteous treatment of the public or other employees
- (m) Improper political activity as specified in this Code
- (n) Misuse of County property
- (o) Violation of any of the provisions of the Personnel Code
- (p) Refusal to take and subscribe to any oath or affirmation which is required by law in connection with employment
- (q) Misuse of sick leave or a claim of sick leave under false pretenses
- (r) Threat or assault on an employee or member of the public in connection with County employment
- (s) Any other failure of good behavior or acts either during or outside of duty hours which are incompatible with or inimical to the public service

- (t) Falsifying records

### **18.3 RIGHT OF APPEAL**

#### **(b) Suspension of 5 working days or less**

Any regular employee who is suspended for **5 working days or less** may appeal such action by filing a notice of appeal with the County Human Resources Director within ten (10) working days after the effective date of the Order. Within ten (10) working days after the effective date of the Order, such employee shall file with the County Human Resources Director an appeal in writing to the charges set forth in the Order of Disciplinary Action.

The Human Resources Director shall review said Order, notice of appeal and the employee's appeal and shall then hold a meeting within five(5) working days from the date of service of the Order, to discuss the disciplinary action and appeal with the employee and/or his or her representative and with the appointing authority. In the event an agreement regarding disposition of the matter cannot be reached within five working days after the meeting, the employee may submit an appeal to the County Executive Officer. The timelines above may be extended by mutual agreement of the parties.

#### **(c) Suspension of 6 or more working days, Demotion or Termination**

Any regular employee who is suspended for **6 or more working days**, demoted, or dismissed, or any regular public safety officer who is disciplined by punitive actions as outlined in the Public Safety Officer's Procedural Bill of Rights Act, may appeal such action by filing a notice of appeal with the County Human Resources Director within ten (10) working days after the effective date of the Order. Within ten (10) working days after the effective date of the Order, such employee shall file with the County Human Resources Director an appeal in writing to the charges set forth in the Order of Disciplinary Action.

The Human Resources Director shall review said Order, notice of appeal and the employee's appeal and shall then hold a meeting within five(5) working days from the date of service of the Order to discuss the disciplinary action and appeal with the employee and/or his or her representative and with the appointing authority. In the event an agreement regarding disposition of the matter cannot be reached within five working days after the meeting, the employee may request that the County Human Resources Director contact the State of California, Office of Administrative Hearings to (916-445-4926); request the assignment of a hearing officer to hear the appeal under the guidelines stipulated by Sections 18.4 and 18.5 below. Said hearing officer will commence hearing the matter as soon as possible.

### **18.4 HEARING**

The following rules shall apply to any hearing conducted under the provisions of the Section.

- (a) The hearing shall be public except that if the employee requests that the matter be heard privately, it shall be so heard.
- (b) 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 Hearing Officer. In those cases where the Board rehears the matter as provided by this Section, the Board shall establish such limitations.
- (c) 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.
- (d) Subpoenas for attendance or the production of documents at the hearing shall be issued in accordance with Section 11510 of the Government Code.
- (e) The hearing shall be conducted in accordance with evidence rules as outlined in Section 11513 of the Government Code.
- (f) All costs related to the hearing incurred by the Hearing Officer and all fees of the Hearing Officer will be shared equally by the parties. Other costs including attorney fees shall be borne by the party who incurs said costs.

## **18.5 DECISION**

The Hearing Officer shall, within fifteen (15) working days after said hearing, make a finding as to whether the employee was suspended, demoted, or dismissed for reasonable cause and shall also make a recommendation as to the appropriate disposition of the case.

Written findings and recommendations shall be forwarded by the Hearing Officer to the Clerk of the Board of Supervisors, the appointing authority, the County Human Resources Director and the employee. These findings and recommendations shall be presented to the Board as soon as the matter can be agendized.

In cases where discrimination based on age, race, color, religion, sex, national origin, or handicap is alleged and proven, the Hearing Officer shall have the authority to reinstate the employee without prejudice. Such a decision, which shall be supported by the written findings of the Hearing Officer, shall be final and binding upon all parties and shall not be subject to any modification by the Board of Supervisors.

In all other instances, the Board will take the findings and recommendations of the Hearing Officer under advisement and will render a decision within twenty-one (21) calendar days after the presentation of said findings and recommendations to the Board.

The Board may:

- (a) Adopt the proposed decision of the Hearing Officer in its entirety; or

- (b) Alter the proposed penalty and adopt the balance of the proposed decision; or
- (c) Refer the case to the same hearing officer to take additional evidence; or
- (d) Decide the case upon the record, including the transcript, with or without taking additional evidence. If such additional evidence is taken, the Board shall afford the parties the opportunity to present either oral or written argument before the Board itself.

The decision shall be in writing and shall contain findings of fact, a determination of the issues presented, and the penalty, if any. The findings may be stated in the language of the pleadings or by reference thereto.

The decision shall become effective upon adoption by the Board unless the Board orders that the decision shall become effective at another date.

#### **18.6 JUDICIAL REVIEW**

Judicial review shall be had by filing a petition for a writ of mandate in accordance with the provisions of the Code of Civil Procedure. Such petition shall be filed not later than the 30th day following the date on which the decision becomes effective.

#### **18.7 DEFAULT**

If employee fails to file an answer or to appear at the hearing, the employee will be considered to be in default and action may be taken in accordance with the provisions of Section 11520 of the Government Code.

#### **18.8 EXCLUSIONS**

- (a) Notwithstanding the provisions of this Section, except as otherwise provided by law, any employee designated as an “At Will” employee (appointed Department Heads, the Public Health Officer and other employees identified as serving “at will”) shall be considered to be dismissed without cause and shall have no right to appeal from such action.
- (b) Any employee hired under the Comprehensive Employment and Training Act (CETA) or other State or Federal employment program may be terminated at the conclusion of his/her entitlement period, or at such time as sufficient State and/or Federal funds are no longer available to sustain his/her employment. Any employee terminated pursuant to the above stated conditions shall have no right to appeal from such action.
- (c) A department head shall have the right to remove without cause his/her assistant department head, and such assistant department head shall have no right to appeal such action.

Paragraphs (1) and (2) below apply only to employees hired prior to July 1, 2007.

- (1) Upon removal of an employee from the position of assistant department head, such employee shall be dismissed from County service as of the effective date of the order of dismissal unless the employee had vacated a position in County service to accept appointment as assistant department head. In that event, such employee shall, upon request, be reinstated to his or her former position. Under such reinstatement, tenure in the position of assistant department head shall be deemed to be time served in such former position for the purpose of determining seniority and eligibility for merit increases. For the purpose of this Section 'former position' means the last position in which the employee had regular status.
- (2) Any employee who is displaced by reason of action taken pursuant to (1) above shall be transferred to a position in the next lower classification if he or she meets all of the requirements for said lower position. In the event of lay-off due to the above procedure, the applicable layoff and reinstatement regulations will apply. Except that an assistant department head removed for cause, as provided by this Code, shall not have the right of transfer to a position in a lower classification unless otherwise provided by the Board of Supervisors.
- (d) The provisions of this Section shall not apply to any employee designated as extra help, and any appointing authority shall have the right to remove without cause any such extra help employee assigned to work under his/her direction.
- (e) Any employee appointed on or after February 26, 1985, to serve in any position within the County Counsel's Office which requires membership in the State Bar shall serve at the will and pleasure of the County Counsel, and such employee may be dismissed without cause and shall have no right to appeal such action.
- (f) Any employee serving as County Architect, Architectural Coordinator or in any other position/classification which requires possession of a valid license to practice architecture issued by the California State Board of Architectural Examiners shall serve at the will and pleasure of the appointing authority, and such employee may be dismissed without cause and shall have no right to appeal such action.

## **18.9 MEDICAL INABILITY TO PERFORM WORK**

### **(a) Determination**

An employee's inability to perform the essential functions of his or her position due to medical reasons shall be determined by the appointing authority as follows:

- (1) The employee may submit to the appointing authority a written statement or medical reports showing that there is a permanent medical inability to perform the essential functions of the employee's position; and/or
- (2) The appointing authority may require the employee to submit to a medical examination based on reasonable grounds for questioning the employee's ability to perform the job, at

county expense, conducted by licensed medical professionals designated by the appointing authority in consultation with the Human Resources Director.

(3) Information received from the medical examination shall be consistent with the California Civil Code and Health Insurance Portability and Accountability Act (HIPAA).

(b) Accommodation

Depending on the above medical determination, the appointing authority shall attempt to accommodate the employee's medical disability by entering into an interactive process to determine if the essential functions of the job can be performed with reasonable accommodation. If the determination is that the employee will be capable of returning to work within a reasonable time, the employee may be granted unpaid leave pursuant to Section 21.1.

(c) Demotion or Termination

For non-disciplinary reasons, a regular employee may be terminated or reduced in rank because of a medical disability, which precludes the employee from the proper performance of the essential duties of his or her job. Notice of the intended action with supporting information shall be served on the employee at least 10 working days before the effective date. Prior to the effective date, the employee shall be entitled to a meeting with the appointing authority, and may submit oral or written information in person, with a representative. As a result of the meeting, the appointing authority may affirm, modify, or vacate the intended action. If the action takes effect, the employee shall have a right to a due process hearing and appeal, following those applicable procedures of Section 18.0 (Disciplinary Action).

(d) Disability Retirement

Prior to proposing termination, the appointing authority shall consider the employee's right to disability retirement, and shall coordinate with the employee in that regard. An employee otherwise eligible to retire for disability may not be terminated for inability to perform work, but the employer shall apply for the employee's retirement per Government Code 21153.

**18.10 LETTERS OF REPRIMAND**

- (a) Any regular employee except an elective official may be reprimanded by the appropriate appointing authority by an order in writing, a copy of which may be entered into his/her personnel file.
- (b) An employee shall have thirty (30) calendar days within which to file a written response to such reprimand entered into the personnel file, and such written response shall be attached to the reprimand. A letter of reprimand issued to an employee pursuant to this section and the attached response shall, upon request of the affected employee, be removed from the employee's personnel file after a minimum of two years has lapsed, provided that during that intervening two year period the said employee has not received

a less-than-satisfactory performance report and has not been issued any additional letter of reprimand pursuant to this section.

- (c) Letters of reprimand are not subject to the discipline and appeal process outlined in Section 18.0 of the Personnel Code.

## **SECTION 19.0 - GRIEVANCE PROCEDURE**

### **19.1 PURPOSE**

The purpose of the grievance procedure is to afford employees a written and simple means of obtaining consideration of their grievances by informal means at the department head's decision without the use of legalistic forms and procedures.

For purposes of using the grievance procedure, a grievance shall be defined as alleged violation of the rights given to employees under the union-management or association-management memorandum of understanding (MOU); a grievance is a dispute between the management and the union or association, or an employee or group of employees, as to the interpretation, application, or violation of any terms or provisions of the MOU.

Specifically excluded from the grievance procedure are issues more appropriately resolved by use of the meet and confer process, disputes arising over any subject or item not contained in the MOU, and any matter which has another means of appeal specified in the MOU or elsewhere. Also excluded is any dispute arising between the County and an employee absent the normal employer/employee relationship.

### **19.2 GRIEVANCE FORM**

The Personnel Department shall develop a standard form to be used by employees in filing a written grievance. The form shall include all of the grievance procedures contained in this Section.

### **19.3 PROCEDURE**

- (a) **Exclusive Local 39 Grievance Procedure**  
**(For employees who are non-members of Local 39, refer to Sections (b)-(j))**
  - (1) The grievance initially shall be discussed with the immediate supervisor. The employee may be represented by the Union Representative. Within five (5) working days, the immediate supervisor shall give a decision or response.
  - (2) If an informal grievance is not resolved to the satisfaction of the grievant, a formal grievance may be initiated. A formal grievance must be initiated within ten (10) workdays of the decision rendered in the informal grievance procedure.



- (3) Within ten (10) workdays after the initiation of the formal grievance, the Department Head at the first level of appeal shall investigate the grievance and give a decision in writing to the parties.
- (4) If the Department Head's decision is not satisfactory, it may be appealed in writing within ten (10) workdays to the Human Resources Director.
- (5) The Human Resources Director shall respond in writing within ten (10) workdays to the parties. If the Human Resources Director determines that it is desirable, he/she shall hold conferences or otherwise investigate the matter.
- (6) If the Human Resources Director fails to respond in writing as provided, or if the response is not satisfactory, Local 39 shall have the right to refer the matter to arbitration. Such referral shall be made by written demand submitted to the County Executive Officer.
- (7) Upon receipt of an arbitration request by Local 39, the County Executive Officer or his/her designee shall order that the matter be heard by an arbitrator selected from a listing of arbitrators supplied by the State Conciliation Service. The arbitrator shall be selected from a listing of three (3) individuals identified by the State Conciliation Service who have been previously identified by the parties as mutually agreeable.
- (8) The arbitrator shall be bound by the language of the Agreement, 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 Agreement, but shall limit his/her decision to the application and interpretation of its provisions and law. The decision of the Arbitrator, supported by written findings, shall be final and binding upon all parties and shall not be subject to any modification by the Board of Supervisors.
- (9) The time specified in these rules may be extended to a definite date by mutual agreement by stating the fact thereof on the grievance previously submitted and initialed by the parties making the agreement.
- (10) The grievant shall be permitted a reasonable amount of work time as determined by the department head, in preparing the grievance and presenting same at each level of appeal as specified herein.
- (11) Witnesses shall suffer no loss of compensation or benefits while participating in this procedure, in order to give testimony before the arbitrator. Recognizing the County's need to provide continuity of services to the public, the union or association shall provide a list of required witnesses in advance of any scheduled hearing and shall insure that the number of witnesses and their scheduling shall be reasonable.

- (12) All rules pertaining to the method by which the Hearing shall be conducted shall be governed by Personnel Code Section 19.4.

**(b) Grievance Procedure**

Each employee believing he or she has a grievance shall, before filing the same in writing, discuss his or her problem or complaint with the immediate supervisor in an attempt to resolve the matter as simply and as informally as possible. If such discussion fails to resolve the matter, the employee or his or her representative shall present the grievance in writing to the department head within ten (10) working days after final discussion with the immediate supervisor. The department head shall enter his/her decision and comments in writing and return the form to the employee within ten (10) working days after receiving the grievance. Failure of the employee to take further action within the ten (10) working days after receipt of the written decision shall constitute an abandonment of the grievance.

If the employee does not agree with the department head's decision, or if no answer has been received within ten (10) working days, the employee or his or her representative may present the grievance in writing to the County Human Resources Director. The County Human Resources Director or an authorized representative shall render a decision in writing to the employee with a copy to the department head within ten (10) working days after receiving the grievance. If the employee does not agree with the decision of the County Human Resources Director or his or her authorized representative, he or she may appeal in writing to the Board of Supervisors. Such appeal must be made within ten (10) working days of the receipt of the Human Resources Director's decision.

Upon receipt of said appeal the Board of Supervisors or its designee shall order that the matter be heard by an arbitrator selected from a listing of arbitrators supplied by the State Conciliation Service. As soon as possible thereafter, the arbitrator shall hear the grievance at issue and render to the Board of Supervisors, with a copy to the grievant, a recommendation on proper resolution of the issue(s). The Board shall consider all information and testimony as it deems relevant to the issue(s) on appeal and render a written decision within fifteen (15) working days after receipt of the recommendation of the arbitrator.

- (b) The time specified in these rules may be extended to a definite date by mutual agreement by stating the fact thereof on the grievance previously submitted and initialed by the parties making the agreement.
- (d) The grievant shall be permitted a reasonable amount of work time as determined by the department head, in preparing the grievance and presenting same at each level of appeal as specified herein.

Witnesses shall suffer no loss of compensation or benefits while participating in this procedure, in order to give testimony before the arbitrator. Recognizing the County's need to provide continuity of services to the public, the union or association shall provide

a list of required witnesses in advance of any scheduled hearing and shall insure that the number of witnesses and their scheduling shall be reasonable.

- (e) The grievant may request the assistance of another person of his or her own choosing in preparing and presenting his or her grievance. The grievant's representative, if a County employee, shall be permitted a reasonable amount of work time, as determined by the department head, in preparing for and presenting the grievance to the arbitrator and/or Board of Supervisors as provided herein.
- (f) The arbitrator shall be selected from a listing of names provided by the State Conciliation Service by a method agreed upon by the grievant or his/her representative and the Board of Supervisors' designee. If the parties cannot agree upon the method of selecting the arbitrator from the listing of names, then the selection shall be made by random drawing from those names submitted.
- (g) The arbitrator shall be bound by the language of the Agreement and County rules and regulations consistent therewith in considering any issue before him or her.
- (h) The arbitrator shall have no authority to add to, delete or alter any provision of the Agreement, but shall limit his/her recommendation to the application and interpretation of its provisions.
- (i) The fees of the arbitrator shall be borne equally by the parties.
- (j) In the event an employee files a grievance without the assistance of the union or association and wherein the said employee alleges violation of a current Agreement between the County and the union or association, the County shall notify the union or association and provide a copy of the said grievance to same prior to issuance of the Human Resources Director's decision.