# MEMORANDUM

# OF

# UNDERSTANDING

# BETWEEN

# COUNTY OF NEVADA

# AND

# DEPUTY ~~SHERIFF'S~~SHERIFFS

# ASSOCIATION

# FOR THE PERIOD OF
# July 1, ~~2022~~2025, THROUGH JUNE 30, ~~2025~~2028

# Covering the

# Deputy Sheriffs Association Bargaining Unit

DEPUTY ~~SHERIFF'S~~SHERIFFS ASSOCIATION BARGAINING UNIT
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## PREAMBLE

This ~~Memorandum of Understanding~~MEMORANDUM OF UNDERSTANDING, hereinafter referred to as the ~~Agreement~~MOU, is entered into by and between the ~~County of Nevada~~COUNTY OF NEVADA, hereinafter referred to as the County, and the NEVADA COUNTY DEPUTY SHERIFFS ASSOCIATION~~Deputy Sheriffs Association~~, hereinafter referred to as the Association or DSA, for the purpose of meeting and conferring in good faith on matters within the scope of representation and is subject to ratification by the Board of Supervisors. The parties have met and conferred in good faith regarding wages, benefits and terms and conditions of employment for a term of agreement. This Memorandum of Understanding represents complete bargaining and full agreement by the parties in respect to rates of pay, wages, hours of employment or other conditions of employment which shall prevail during the term hereof, compromised, or waived by the parties for the life of the MOU.

## ARTICLE 1
## RECOGNITION

### 1.1 RECOGNITION

The County recognizes the Association as the exclusive representative of those employees within the ~~Deputy Sheriffs' Association bargaining unit~~ classifications listed in Appendix [A], for the purpose of meeting and conferring in good faith on matters within the scope of representation.

## ARTICLE 2
## GRIEVANCE PROCEDURE

### 2.1 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~~Sheriff or designee's decision without the use of legalistic forms and procedures.

For purposes of ~~using the~~this 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~~ a complaint by the ~~a~~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 matters within the scope of representation ~~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, and discipline. Also excluded is any dispute arising between the County and an employee absent the normal employer/employee relationship.

## 2.2 GRIEVANCE FORM

The DSA Grievance Form is attached to this MOU as Appendix [X]

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

## 2.3 GRIEVANCE PROCEDURE

~~Each employee believing, they have a grievance shall, before filing the same in writing, discuss their problem or complaint with their 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 employee's representative shall have the following opportunity to file a formal grievance:~~The grievance process is outlined below:

a) Informal Discussion: The grievant~~ee~~ ~~initially~~ shall first ~~be~~ discuss~~ed~~ their grievance with the immediate supervisor. The employee may be represented by their ~~Union~~ Association Representative in such a discussion. Within ~~five~~ seven (7~~5~~) ~~working days~~calendar days, the immediate supervisor shall ~~give~~ issue a written decision or response to the grievant and the Undersheriff.

b) Formal Grievance Step One (Undersheriff): If an informal grievance is not resolved to the satisfaction of the grievant, ~~a formal grievance may be~~the grievant may initiate~~d~~ a formal grievance with the Undersheriff~~Department Head~~. A formal grievance must be submitted in writing ~~initiated~~ within ~~ten~~ fourteen (~~10~~14) ~~work~~ calendar days ~~of~~ from the decision rendered ~~in~~ on the informal grievance ~~procedure.~~ and no later than ninety (90) calendar days from the date of the event giving rise to the grievance, or within ninety (90) calendar days from the time at which the grievant might reasonably have been expected to learn of the event giving rise to the grievance.

c) Step One Response: Within ~~ten~~ fourteen (14~~0~~) ~~work~~ calendar days after timely receipt of the Step One ~~the initiation of the~~ formal grievance, the ~~Department Head~~Undersheriff or designee ~~at the first level of appeal~~ shall investigate the grievance and ~~give~~ issue a written ~~a~~ decision ~~in writing~~ to the ~~parties~~grievant and Human Resources.

d) Formal Grievance Step Two (Human Resources): If the ~~Department Head's~~Undersheriff or designee's decision at Step One is not satisfactory to the grievant, the grievant may appeal the decision in writing to the Human Resources Director within ~~ten~~ fourteen (14~~0~~) ~~work~~ calendar days ~~to the Human Resources Director.~~from receipt of the Step One decision.

e) Step Two Response: Within fourteen (14) calendar days after timely receipt of the Step Two formal grievance, t~~T~~he Human Resources Director or designee may investigate the matter and shall issue a written decision to the grievant~~respond in writing within ten (10) work days to the parties~~. ~~If the Human Resources Director determines that it is desirable, the Director shall hold conferences or otherwise investigate the matter.~~

f) Formal Grievance Step Three (Binding Arbitration): If the Human Resources Director or designee fails to timely respond ~~in writing as provided~~to the Step Two Formal Grievance, or if the Step Two Formal response is not satisfactory to the grievant, the grievant ~~shall have the right to refer the matter to arbitration~~may appeal the decision to arbitration. Such ~~referral~~ appeal shall be ~~made by written demand submitted to the County Administrator~~submitted in writing to the County Executive Officer within fourteen (14) calendar days from receipt of the Step Two decision. Failure of the grievant ~~to take further action within the ten (10) working days after receipt of the written decision~~ to timely submit the appeal shall constitute an abandonment of the grievance.

g) Upon receipt of an arbitration request, the ~~County Administrator~~CEO or designee request a list of five (5) ~~shall order that the matter be heard by an~~ arbitrators ~~selected from a listing of arbitrators supplied by~~ from the State Mediation and Conciliation Service. ~~The arbitrator shall be selected from a listing of three (3) individuals identified by the State Meditation and Conciliation Service who have been previously identified by the parties as mutually agreeable.~~ The parties will select an arbitrator by alternately striking names from the list until only one name remains. The first party to strike will be chosen by coin toss or equivalent mechanism.

h) The arbitrator shall be bound by the language of the ~~Agreement~~MOU, County rules and regulations, and law consistent therewith in considering any issue before them. The arbitrator shall have no authority to add to, delete or alter any provision of the AgreementMOU or County rules and regulations, but shall limit their decision to the application and interpretation of ~~its~~ MOU provisions, County rules and regulations, and applicable 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.

i) The time limits specified in these rules may be extended ~~to a definite date~~ by mutual agreement memorialized in writing.~~by stating the fact thereof on the grievance previously submitted and initialed by the parties making the agreement.~~

j) The grievant shall be permitted a reasonable amount of ~~work~~ release time as determined by the ~~Department Head~~Undersheriff or designee~~,~~ to~~in~~ prepar~~eing~~ the grievance move through the grievance steps. ~~and presenting same at each level of appeal as specified herein.~~

k) Employee w~~W~~itnesses 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 a~~Association shall provide a list of required witnesses in advance of any scheduled hearing and shall ~~i~~ensure that the number of witnesses and their scheduling shall be reasonable.

l) All rules pertaining to the method by which the Hearing shall be conducted shall be governed by Personnel Code Section 18.5.

## ARTICLE 3
## HOURS OF WORK

## 3.1 WORK IN EXCESS OF FORTY HOURS PER WEEK

When work is required in excess of forty (40) hours during any workweek, the employee shall be compensated at one and one-half times their regular rate for all hours worked in excess of this amount. For purposes of application of this policy, a workweek is defined as that time interval occurring between any Saturday at midnight and the succeeding Saturday at midnight. Generally, overtime shall not accrue until an employee has exceeded forty (40) hours in a workweek as provided herein, irrespective of the number of hours worked on any single day, except as specifically provided below for work on a holiday or call back.

For the purposes of computing the number of hours worked and eligibility for receipt of overtime compensation at time and one-half, the time during which an employee is excused from work because of holidays, sick leave, compensatory time off, holiday time off or vacation shall be considered time worked by the employee.

## 3.2 29 U.S.C. 207(K) WORK PERIOD

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

## 3.3 OVERTIME

Nothing contained herein shall be deemed to amend or otherwise affect the authority of the ~~Department Head~~Sheriff or designee to (1) assign overtime, (2) determine whether overtime worked shall be compensated by compensatory time off or overtime paid, or (3) determine when compensatory time earned shall be taken.

## 3.3 COMPENSATORY TIME OFF

a) Compensatory Time Accrual Cap:

~~Bargaining unit employees~~Employees may accumulate up to a maximum of 120 hours of compensatory time in lieu of overtime pay within a fiscal year.

b) ~~Compensatory Time~~CTO Accrual Cash Out:

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

~~In the pay period that includes December 13th of each year bargaining unit employees may make an irrevocable election to cash out up to 40 hours of accrued compensatory time that will be accrued in the following calendar year between July 1 and the end of the first full pay period in December. The cash out shall be in the first pay period in December of each year. In the event that there is not enough accrued time available for the cash out amount elected, the employee may only cash out up to the amount available. The Parties agree that the December CTO cash out will be paid on the first "pay day" occurring in December.~~

~~c) Payment For Compensatory Time Not Taken:~~

~~If the Department Head cannot schedule compensatory time off within the fiscal year in which the overtime was worked, the employee shall be paid the equivalent compensation at the end of the last full pay period within said fiscal year, except that an employee may, with Department Head approval, carry forward from one year to the next a maximum amount of 40 hours of compensatory time earned and unused as of the end of the last full pay period of each fiscal year. Authorization to exercise this option must be obtained from the Department Head and submitted to the Auditor-Controller no later than the first Monday following the last full pay period in the fiscal year. Upon submittal by an employee of proper justification, the County Executive Officer may grant an exception to the herein stated limitation on the amount of time which may be carried forward and/or the herein stated date for compensatory time pay off. Such exceptions shall only be granted upon a finding by the County Executive Officer that the best interests of the County will be served. The County Executive Officer's decision in these matters shall be final and binding and shall not be subject to review by any county officer or administrative or legislative body.~~

## 3.4 CALL BACK

An employee who is required to return to work on an overtime basis for an appearance in court shall receive a minimum of three (3) hours compensation at the rate of time and one-half (1.5). An employee who is called back to work on an overtime basis for any other purpose than for an appearance in court shall receive a minimum of two (2) hours compensation at the rate of time and one-half (1.5).

## 3.5 ALTERNATIVE WORK SCHEDULE

Pursuant to ~~Section 3.2 (b) Flextime Work Schedules of the Nevada County Personnel Code, the parties mutually agree to the establishment of an alternative work schedule for employees assigned to the Deputy Sheriff's Bargaining Unit. The following provisions shall govern the alternative work schedule:~~

~~a)~~ ~~Effective October 12, 2003,~~Administrative Guideline P-13 Policy Regarding Flexible Work Schedules of the Nevada County Personnel Code, employees in the classification of Deputy Sheriff may be scheduled a work shift that is non-traditional to a normal forty (40)-hour workweek. The alternative schedule shall not exceed eighty (80) regular hours per pay period. Employees shall be given ~~a~~ thirty (30) days' notice prior to implementation of their new schedule and shall be fully briefed prior to that implementation as to days to work and start and end times. In addition, prior to said thirty (30)-day notice of the implementation of any alternative ~~7(k)~~ schedule, the Sheriff or ~~his~~ designee shall meet with the affected employees and discuss any impacts and/or issues.

~~b) For employees assigned to the alternative or exempted work schedule, pursuant to the overtime exemption under Section 207(k) of the Fair Labor Standards Act, the appropriate period for overtime purposes under the Act shall be fourteen days, to coincide exactly with the standard County biweekly pay period (starting at 12:00 midnight Sunday and ending at 12:00 midnight the second Sunday thereafter). Timesheets shall be marked as 7K.~~

~~c) Overtime: shall be earned when the employee is required to work in excess of 80 hours per pay period.~~

~~d) Holidays: shall be paid in accordance with Section 7.3 of this Memorandum of Understanding.~~

~~e) Paid Leave: vacation, sick leave and all other paid leaves shall be accrued and taken in accordance with applicable provisions of the Personnel Code and current Memorandum of Understanding.~~

~~f) It is understood that the County will be continually examining both the short-term and long-term implications and impact of the modified work schedule.~~

~~g)~~a) The County shall have in its sole discretion, the right to assign employees to new work schedules (days of work, start and end times) or move employees to previously worked schedules by giving the employees thirty (30) days' notice.

~~h)~~b) Any alternative ~~7(k)~~ schedule is subject to the County Executive Officer's (CEO)~~'s~~ approval per Administrative Guideline P-13 of the ~~3.2 of the~~ Nevada County Personnel Code.

## 3.6 EMPLOYEE TIME SHEETS

Each County department shall make available to each employee, upon the employee's request, a copy of that employee's completed timesheet upon which the employee's bi-weekly pay amount is based.

## 3.7 TRAVEL

Upon request from the Association, the parties agree to meet to discuss travel time for employees assigned to training. The parties agree that the meeting shall occur within sixty (60) days of Association ratification and subsequent Board approval of this MOU. The parties further agree that their obligations under this provision shall be satisfied by meeting on one occasion, but additional meetings are permissible if the parties agree to do so.

## ARTICLE 4
## ~~SALARIES~~WAGES

### 4.1 ~~REGULAR~~ SALARIES

a. General Salary Increase

Effective the first full pay period after July 1, 2025, members of the bargaining unit shall receive a salary increase of two percent (2%).

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

Effective the first full pay period after July 1, 2027, members of the bargaining unit shall receive a salary increase of two percent (2%).

b. Market / Equity Adjustments

In addition, members of the bargaining unit shall receive the following market/equity adjustments:

Effective the first full pay period after July 1, 2025, members of the bargaining unit shall receive a salary increase of two percent (2%).

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

Effective the first full pay period after July 1, 2027, members of the bargaining unit shall receive a salary increase of two percent (2%).

~~a) The County will provide the following general salary increases, effective the first full pay period of each fiscal year to employees in each of the classifications in the Unit with the exception of those employees who have been "y-rated":~~

~~3.0% effective July 2022~~
~~2.0% effective July 2023~~
~~3.0% effective July 2024~~

~~b) The County will provide the following equity adjustments effective the first full pay period of each fiscal year, to employees in each of the classifications in the Unit with the exception of those employees who have been "y-rated":~~

~~2% effective July 2022~~
~~4% effective July 2023~~
~~2% effective July 2024~~

## 4.2 LONGEVITY PAY DIFFERENTIAL

Effective the first full pay period after July 1, 2026, each employee of the bargaining unit with ten (10) or more years of regular Nevada County Service shall receive one and a half percent (1.5%) pay differential. This differential shall be effective on the first day of the pay period following the anniversary date the employee commenced working for the County. No claims shall be made retroactively on behalf of employees of the Bargaining Unit. Notwithstanding anything to the contrary, upon promotion or transfer of an employee who is receiving the differential to another classification within the same bargaining unit, the differential shall remain in effect.

Effective the first full pay period after July 1, 2027, each employee of the bargaining unit with ten (10) or more years of regular Nevada County Service shall receive an additional one percent (1%) pay differential for a total of two and half percent (2.5%) pay differential.

Human Resources shall notify the Sheriff or designee when an employee becomes eligible for longevity pay differential and shall ensure the increase is processed.

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

## 4.2 SHIFT DIFFERENTIAL

~~Regular employees~~Employees who, within any pay period, are required to work forty (40) or more regularly scheduled hours between six (6:00) p~~P~~.m~~M~~. and six (6:00) a~~A~~.m~~M~~. shall receive a shift differential of five percent (5%) of base salary for all hours worked during the subject pay period.

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

## 4.3 POST CERTIFICATION

a) ~~Bargaining unit employees~~Employees shall become eligible for POST Certificate Pay as follows:

| | |
|---|---|
| Intermediate POST- | 2.5% of base salary per month. |
| Advanced POST- | 5% of base salary per month. |

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

## 4.4 EDUCATIONAL INCENTIVES

a) ~~Bargaining unit employees~~Employees shall become eligible for Educational Incentive Pay for completing degrees from accredited colleges and universities as specified below. To be eligible the degrees must be in fields of study which enhance the employee's ability to do their job.

AA/AS Degree - $175 per month
BA/BS Degree - $275 per month

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

AA/AS Degree - $200 per month
BA/BS Degree - $300 per month

b) An individual bargaining unit member is eligible for no more than two (2) of the incentives or certificates provided in Section 4.3. Eligibility will be determined upon submission of evidence of the certification(s) or degree(s) to the appointing authority.

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

**4.5 TRUCKEE DIFFERENTIAL**

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

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

**4.6 FIELD TRAINING OFFICER DIFFERENTIAL**

a) The County shall pay a differential of five percent (5%) of base salary to each employee in the classification of Deputy Sheriff II who is assigned by the Sheriff to work as a Field Training Officer; provided that not more than six (6) employees shall receive the said five percent (5%) pay differential at one time.

b) It shall be understood that the above-described salary differential shall be paid to an employee only during the time the employee is assigned formal field training responsibilities by Personnel Action Form. Payment of said differential to that employee shall cease at such time as the Sheriff shall, by use of a Personnel Action Form, terminate the field training responsibilities or reassign same to another employee.

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

## 4.7 SPECIAL ASSIGNMENT DIFFERENTIALS

a) Investigator Differential

The County shall pay a differential of five percent (5%) of base salary to each employee who is routinely and consistently assigned by the Sheriff or designee, in writing, to an Investigative Unit. Investigative Units include but are not limited to: Special Investigations Unit, Deputies assigned to Local, State or Federal Task Forces, The Major Crimes Unit, and the Deputy who is assigned as the Home Detention Officer.

b) Tactical Team Differential

The County shall pay a differential of five percent (5%) of base salary to each employee in the classifications of Deputy Sheriff who is assigned in writing by the Sheriff designee to the Tactical Team. Members of the Tactical Team are specially trained, POST certified, fully sworn peace officers who are required to handle unusual and dangerous situations which cannot be handled by the general patrol staff. Assignments involve a high risk of personal injury when confronting subjects who are armed, barricaded or are holding hostages and require the use of special weapons and equipment. Continued assignment to the Tactical Team requires meeting semi-annual certification.

c) Dive Team Differential

The County shall pay a differential of five percent (5%) of base salary to each employee in the classification of Deputy Sheriff who is assigned in writing by the Sheriff or designee to the Dive Team. Members of the Dive Team are specially trained, fully sworn peace officers who possess specialized knowledge of underwater rescue and recovery operations. Members must possess state required certification to operate underwater gear and other sophisticated underwater electronic equipment which cannot be handled by the general patrol staff. Continued assignment to the Dive Team requires meeting semi-annual certification.

d) Critical Incident Negotiations Team Differential

The County shall pay a differential of five percent (5%) of base salary to each employee in the classification of Deputy Sheriff who is assigned in writing by the Sheriff or designee to the Critical Incident Negotiations Team (CINT.) Members of the CINT are specially trained, fully sworn peace officers who possess specialized knowledge of critical incident and hostage negotiations. Members must possess and maintain required certifications. Members must meet all training requirements.

e) Officer in Charge (OIC) Pay

The County shall pay a differential of five percent (5%) of base salary to each employee in patrol and court holding who are assigned to work as the Officer in Charge (OIC) on a shift on an hour for hour basis. ~~Unit members~~Employees who are already receiving differential pay for FTO, shall not be eligible for OIC pay.

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

### 4.8 INVESTIGATOR ON-CALL PAY

At the discretion of the Sheriff, or designee, and in accordance with the ~~Sheriff's~~Sheriffs On-Call Policy, Investigator may be assigned to on-call status during off-duty hours. Investigators on on-call status shall be paid one dollar and twenty-five cents ($1.25) per hour for each hour he or she is assigned to be on-call.

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

## ARTICLE 5
## HEALTH AND WELFARE BENEFITS

### 5.1 AUTHORITY, HEALTH BENEFITS COMMITTEE

a) This section delineates briefly the various insurance programs available to Nevada County employees, as provided by the County of Nevada or by contract or agreement between the County of Nevada and certain insurance carriers. Nothing contained herein shall be deemed to amend or affect any portion or provision of any contract or agreement, but, instead, this Section shall be construed only as a general description of certain insurance benefits available.

The County may select programs at its discretion provided all benefits are equal to or better than those provided on the effective date of the agreement.

b) ~~It shall be agreed that the County shall give consideration to any recommendations of the Health Benefits Committee (made up of representatives of all employee units, Human Resources and the County's insurance consultant) prior to making any changes to the County health plans. This provision shall not amend or in any way~~ This section shall not affect any rights given the Association by other sections of the agreement to meet and confer prior to implementing any insurance benefit changes.

c) ~~Additionally, t~~This section shall not be construed to impose upon the County any requirement to meet and confer prior to implementing any health benefits changes where such requirement does not otherwise exist.

## 5.2 ELIGIBILITY

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

## 5.3 MEDICAL INSURANCE BENEFITS

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

## 5.4 CAFETERIA ~~PLAN~~ALLOWANCE

~~a) For the duration of the MOU, the County agrees to maintain a Cafeteria Plan, pursuant to Section 125 of the Internal Revenue Code, for the purpose of providing 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.~~

~~1. Health, Dental and Vision insurance will be available to all employees and their dependents.~~

~~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.~~

~~2. Employees will have the option of choosing all available coverage or upon proof of other coverage in a group plan providing minimal essential coverage an employee may choose to opt out of medical insurance and the County will pay the employee $300/mo. Employees who opt out of medical insurance can still enroll in dental and vision coverage.~~

~~3. 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 the cost of dental and vision coverage.~~

~~4. The County contribution for "Employee plus one" coverage and "Employee plus two or more" coverage for medical, dental and vision plans will be frozen at the 2016-dollar contribution levels until such time as the employee paid premium contribution equals twenty percent (20%) of the total premium for the least expensive health insurance plan available and the cost of dental and vision coverage for the level of enrolled coverage. Employees choosing a more expensive health plan will be responsible for paying the difference in cost.~~

~~In the event that CalPERS offers a high deductible health insurance plan available to County employees, this provision may be changed.~~

~~5. Employees who live in the Truckee area who elect health insurance coverage shall receive the same benefit as stated in items Section 1 through 3 as stated above; however, the County contribution for the benefit shall be based on the least expensive health insurance Plan available in the Truckee area, which currently is a PPO plan. In addition, Truckee employees who are not eligible to participate in an HMO are eligible to be reimbursed annually by a Rural Health Subsidy for up to $1,500 per employee or $3,000 for an employee and dependent(s). The subsidy may be used for reimbursement for covered medical expenses as determined by the PPO plan's Evidence of Coverage. Employees shall be reimbursed for receipted out of pocket medical expenses during the calendar year in which they were incurred and not reimbursed under any other plan.~~

~~Reimbursements for expenses incurred under the Rural Health Subsidy will be available through the following methods:~~

~~A) Employees will be issued a debit card to use at providers for out-of-pocket expenses in the plan. The debit card is programed for eligible expenses only.~~

~~B) 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.~~

~~C) Employees have the option of direct deposit for their reimbursement.~~

~~D) Employees will be able to view all transactions and their status via an on-line portal.~~

~~6. Effective January 1, 2004, all unused Rural Health Subsidy amounts may be rolled over for use in subsequent calendar years up to a maximum of the least expensive health insurance plan's "Maximum Plan Year Copayment". (For example: if an employee has dependents, a $3000 per fiscal year Rural Health Subsidy is currently available to the employee for use in paying the expenses covered in Section 5.3 through 5.4. If the employee uses $500 of their Rural Health Subsidy in the first year, $2500 is available for use in the second year along with the $3000 subsidy for the second year, for a total of $5500. An additional $500 shall be available in year three for a total of $6000 if the employee does not use any subsidy in year two. Based upon the Maximum Plan Year Copayment for the least expensive health insurance plan in effect as of January 1, 2004, employees under this provision cannot accrue more than $6000 for dependents and $3000 for employee only for use in paying the expenses covered in Section 5.3 through 5.4).~~

~~7. Should an HMO option become available for Truckee employees, the Truckee employees shall be reimbursed the same as all other County employees as described in Section 5.3 through 5.4 above and the Rural Health Subsidy shall be discontinued.~~

~~8. Should the HMO option become unavailable for all County employees, the Truckee employees will be reimbursed the same as all other County employees as described above and the Rural Health Subsidy shall be discontinued.~~

~~9. Should the HMO option become unavailable for all County employees, the County agrees to meet and confer over the effects of such a change.~~

~~10. The County agrees to reconvene the Health Benefits Committee to discuss options regarding upcoming changes to the CalPERS health insurance benefit structure and County contribution/employee contribution levels.~~

~~The above current contract language in section 4 above remains in effect through 12/31/22.~~

~~**Effective 1/1/23 the below paragraphs replace section 4 above.**~~

~~4.~~ A. Medical Insurance: Employees participating in employee only benefits shall receive a Cafeteria Plan Allowance towards medical benefits that is 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 5.3. The County contribution towards medical benefits for "Employee plus one (1)" coverage and "Employee plus two (2) or more" coverage shall be 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 5.3 above.

B. Dental and Vision: The County will pay one hundred percent (100%) of the premium cost for dental and vision plans for the "Employee Only" level of coverage. The County will pay eighty percent (80%) of the premium cost for dental and vision plans for "Employee plus one (1)" and "Employee plus two (2) or more" levels of coverage.

## 5.5 LIFE INSURANCE

a) Employee and dependent coverage shall be paid by the County.

b) Employee coverage shall be provided in the amount of fifty thousand dollars ($50,000), and there shall be one thousand dollars ($1,000) of coverage provided for each eligible dependent.

## 5.6 EMPLOYEE ASSISTANCE PROGRAM

~~Members of this unit~~Employees shall receive the benefits of an employee assistance program.

## 5.7 STATE DISABILITY INSURANCE/PAID FAMILY LEAVE (SDI/PFL)

a) Employees covered by this Memorandum of Understanding shall pay for the SDI plan through payroll deductions and will be eligible for benefits as determined by the procedures of the EDD.

b) The County shall augment the amount of SDI/PFL benefits being received by an employee sufficient to provide such employee with a gross biweekly benefit salary equal to the employee's normal biweekly salary. The afore stated augmentation to SDI/PFL shall be made from the employee's sick leave balance, CTO balance (unless otherwise directed not to do so by the employee), holiday time off balance and vacation balance in that order until exhausted. Notwithstanding anything to the contrary, each employee absent from work and receiving SDI/PFL benefits, consistent with provisions of the County of Nevada Personnel Code, shall submit copies of all payments received from SDI/PFL benefits to the Auditor-Controller's office for augmentation.

# ARTICLE 6
# RETIREMENT PLAN

## 6.1 RETIREMENT PROGRAM COVERAGE AND CONTRIBUTION

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 shall be deemed to amend or affect any portion or provision of any contract or agreement, but, instead, this section shall be construed only as a general description of certain retirement programs available.

b) Eligibility

1) Social Security:

All ~~regular employees~~employees shall be members of the Social Security System, unless otherwise provided by law.

2) California Public Employees' Retirement System:

~~Regular employees~~Employees holding positions in the County Service shall be members of the California Public Employees' Retirement System (CalPERS), as provided by the terms of the contract in effect between the County and CalPERS.

c) Coverage and Contribution Rate

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

1) Tier I/Legacy Tier (Employees hired prior to July 234, 2011): Effective October 1, 2003, the County adopted the 3% @ 50 retirement plan for all employees in the unit. The employee contribution toward the employee share of PERS is nine percent (9%) of reportable compensation in accordance with California Government Code Section 20516.

2) Tier II/Classic Tier (Employees hired between July 234, 2011, and December 31, 2012): Effective July 23, 2011, the County adopted the 3% @ 55 retirement plan for all unit employees hired on or after this date. Effective the first full pay period following July 1, 2016, employees enrolled in the 3%@55 formula shall contribute nine percent (9%) towards the employee share of PERS.

3) Tier III: Effective January 1, 2013, employees hired into this unit who are defined as "new members" under the Public Employees' Pension Reform Act of 2013 ("PEPRA") shall be enrolled in the 2.7%@57 formula ("Tier III"). Employees in Tier III effective the first full pay period following July 1, 2016, shall have an employee contribution of fifty percent (50%) of the total normal cost rate for the Tier III formula as determined by PERS.

## 6.2 RETIREE MEDICAL INSURANCE

Employees who meet eligibility requirements under PEMHCA may participate in the County's PEMHCA retiree medical insurance plan(s) upon retirement. Beginning January 1, 2009, the County's maximum monthly contribution to CalPERS for each eligible annuitant shall be equal to the minimum employer contribution required under the PEMHCA. The provisions of the PEMHCA will govern medical insurance coverage for annuitants.

## 6.3 RETIREMENT BENEFIT ALLOWANCE

~~a) Employees Hired Prior to July 1, 2000~~

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

~~1) Individuals who served between 0 and 5 years of consecutive service with the County are not eligible to receive any retirement benefit allowance under this Section, other than the minimum employer contribution required.~~

~~2) Individuals who served between 6 and 10 years of consecutive service with the County shall receive a retirement benefit allowance equal to $105.44 per month, or the minimum employer contribution required, whichever is greater.~~

~~3) Individuals who served between 11 and 19 years of consecutive service with the County shall receive a retirement benefit allowance equal to $150.00 per month, or the minimum employer contribution required, whichever is greater.~~

~~4) Individuals who served at least 20 years of cumulative service with the County will receive a monthly retirement benefit allowance in an amount equal to the cost of the premium for the least expensive health insurance plan sponsored by the County, less the amount of any employer contribution determined under Section 6.2 of this Article.~~

~~5) Upon becoming eligible for Medicare an individual will cease to receive any retirement benefit allowance, other than the minimum employer contribution required, provided under this Section 6.3(a) and will become eligible for the Medicare Supplemental Insurance as described in Section 6.3 (d)(1). below.~~

a) ~~b)~~ Employees Hired On or After July 1, 2000

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

1) Individuals who served between 0 and 19 years of consecutive service with the County are not eligible to receive any retirement benefit allowance under this Section, other than the minimum employer contribution required.

2) Individuals who served at least 20 years of cumulative service with the County will receive a monthly retirement benefit allowance in an amount equal to the cost of the premium for the least expensive health insurance plan sponsored by the County, less the amount of any employer contribution provided under Section 6.2 of this Article.

Upon becoming eligible for Medicare an individual will cease to receive any retirement benefit allowance provided under this Section 6.3(a~~b~~) and will become eligible for the Medicare Supplemental Insurance as described in Section 6.3(c~~d~~)(2) below.

b) ~~c)~~ Employees Hired On or After July 1, 2008

Employees hired on or after July 1, 2008, and who retire from the County will not be eligible to receive any retirement benefit allowance provided for in ~~either~~ Section 6.3(b~~a~~) ~~or 6.3(b)~~ in this Article, other than the minimum employer contribution required.

~~c) Medicare Supplemental Insurance~~

~~1) The County shall provide those retired employees who were hired prior to July 1, 2000, and who become eligible for Medicare with a retirement benefit allowance in an amount equal to 80% of the cost of the least expensive Medicare supplemental insurance available to the County, less the amount of any employer contribution provided under Section 6.2 of this Article. This benefit replaces any retiree benefit allowance provided under Section 6.3(a) and is available to the retired employee only after he or she has reached the age of 65.~~

~~2)~~1) The County shall provide those retired employees who were hired on or after July 1, 2000, and who become eligible for Medicare with a retirement benefit allowance in an amount equal to 80% of the least expensive Medicare supplemental insurance available to the County, less the amount of any employer contribution provided for under Section 6.2 of this Article. In order to be eligible for this retirement benefit allowance, the individual must have served at least 20 years of cumulative service with the County. Individuals who served less than 20 years of cumulative service with the County before retirement are not eligible for benefits under this section. This benefit replaces any retiree benefit allowance that had been provided under Section 6.3(a~~b~~) and is available to the retired employee only after he or she has reached the age of 65.

~~3)~~2) Employees hired on or after July 1, 2008, are not eligible to receive any benefits provided for in ~~either~~ Section 6.3(b~~d~~)(1) ~~or 6.3(d)(2) above~~.

c) Eligibility for receipt of any retirement benefit allowances described in 6.3(b) above is contingent upon retirement occurring within one-hundred twenty (120) days of departure from active service with the County, with continuing payment of health insurance premiums. Retirement from the County of Nevada under CalPERS after one-hundred twenty (120) days will result in a forfeiture of any retirement allowance other than the minimum employer contribution required. An individual's retirement must be under a CalPERS system to be eligible for any retirement benefit allowance.

d)

~~e) Eligibility for receipt of any retirement benefit allowances described in Section 6.3(a), 6.3(b), or 6.3(d) above is contingent upon retirement occurring within one-hundred twenty (120) days of~~

~~departure from active service with the County, with continuing payment of health insurance premiums. Retirement from the County of Nevada under CalPERS after one-hundred twenty (120) days will result in a forfeiture of any retirement allowance other than the minimum employer contribution required. An individual's retirement must be under a CalPERS system to be eligible for any retirement benefit allowance.~~

~~f)~~ Any retirement benefit allowances provided under Section ~~6.3(a),~~ 6.3(~~b), or 6.3(d),~~a) above are provided in the form of a cash payment paid directly to the eligible retiree.

~~g)~~e) Any employee who is retired under the CalPERS Disability Retirement program and enrolled in a County PEMHCA health insurance plan shall receive a retirement benefit allowance that, when combined with the County's minimum employer contribution under Section 6.2, is equal to 100% of the premium cost of the least expensive health plan available to the County, or the least expensive Medicare supplement plan where the employee is Medicare eligible.

~~h)~~f) Upon specific written request of any safety employee retiring with CalPERS directly from County service, the amount due that employee, as a result of any sick leave buyout provision in effect at the time of the employee's retirement, shall be applied instead toward the retired employee's monthly medical insurance premium costs for the employee and any eligible dependents until such amount is exhausted. This option may be exercised only by an employee and eligible dependents otherwise eligible to enroll and who are enrolled in a County group medical insurance plan made available to retired County employees and eligible dependents at the time of the employee's retirement. No interest shall be paid by the County to any employee on funds temporarily retained by the County under this provision. In order to exercise this option, the employee shall notify the Auditor-Controller's Office at a minimum of fourteen (14) calendar days preceding the effective date of retirement and this option, once selected, shall be irrevocable.

~~i)~~g) Retired Nevada County Employees who return to work shall not lose retiree benefits upon return to retirement.

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

### 6.4 SOCIAL SECURITY CONTRIBUTION

Each ~~regular~~ employee shall pay their contribution to the system.

## ARTICLE 7
## LEAVES

### 7.1 VACATION LEAVE

a) ~~Regular employees~~Employees ~~assigned to the normal forty (40) hour work seek~~ shall accrue vacation leave at the rate of six and two-thirds (6.6667) hours for each full calendar month of service during the first four (4) years of employment, at the rate of ten (10) hours for each full calendar month of service from the beginning of the fifth (5th) year through the twelfth (12th) year of employment, and at the rate of thirteen and one third (13.3334) hours for each full calendar month of service following the employee's twelfth (12) year of employment.

b) ~~An employee assigned to the Deputy Sheriff's Association may with Department Head approval,~~Employees shall accumulate up to, but no more than two hundred eighty-four (284) hours of combined vacation credit at any given time during a fiscal year. The County Executive Officer can approve a higher vacation cap to meet the needs of the organization. Such decision shall be solely within the discretion of the County Executive Officer.

c) Vacation leave shall not accrue during any period of leave of absence in excess of fifteen (15) calendar days, with the exception of authorized temporary military leave of an employee who has been in the service of the County for a period of not less than one (1) year, and who shall also accrue vacation leave for authorized temporary military leave beyond the fifteen (15) calendar days.

d) An employee, who retires or is terminated from the County, shall be entitled to receive pay for earned vacation leave. In no case shall payment be for more than the maximum accumulation allowed. In case of death, compensation for accrued vacation leave shall be paid in the same manner as salary due the decedent is paid. The Auditor shall compute such pay in accordance with the hourly rate conversion table contained in the County Salary Plan.

## 7.2 SICK LEAVE

a) Sick leave with pay ~~for regular employees assigned to the normal forty (40) hour work week~~ shall accrue at the rate of eight (8) hours of sick leave for each full calendar month of service.

b) Unless otherwise required by law, ~~Sick~~ sick leave shall not accrue during any period of leave of absence in excess of fifteen (15) calendar days with the exception of authorized temporary military leave of an employee who has been in the service of the County for a period of not less than one year, who shall also accrue sick leave for authorized temporary military leave beyond fifteen (15) calendar days.

~~c)~~ ~~No employee shall be entitled to receive sick leave with pay until the employee has been continuously employed for a period of 90 days. An employee may utilize their allowance of sick leave when unable to perform their work duties by reason of illness or injury, including maternity, necessity for medical or dental care, exposure to contagious disease under circumstances by which the health of the employees with whom associated, or member of the public necessarily dealt with, would be endangered by the attendance of the employee. An employee may utilize up to ten (10) days of sick leave because of childbirth by a spouse or because of serious illness or death in the immediate family requiring the presence of the employee. "Immediate family" is defined as mother, father, spouse, registered domestic partner, sibling, , child, grandchild, or grandparent of employee or employee's spouse or registered domestic partner, or other relative residing in the employee's immediate household~~ An employee may use sick leave in accordance with the Personnel Code and state and federal law.~~.~~

~~d)~~c) Upon retirement or termination with satisfactory performance after five (5) years of service, each ~~regular~~ employee shall be paid twenty-five percent (25%) of the value of all unused, accrued sick leave. The value of such unused sick leave shall be determined by multiplying the total hours accumulated at the time of termination by the hourly wage rate of the range and step to which the employee is assigned.

~~e)~~d) Employees ~~of the unit~~ shall be eligible for PERS Section 20965, Credit for Unused Sick Leave subject to CalPERS laws and rules. Upon retirement, each regular employee may use (100%) of the value of all unused, accrued sick leave to convert to PERS retirement credit. It shall be understood that an employee who is otherwise eligible for either this benefit or the above-described benefits in section ~~d~~c) above may select only one, which selection must be made prior to retirement and shall be irrevocable.

~~f) A certificate from a regularly licensed practicing physician may, at the discretion of the Department Head or supervisor, be required if absence from duty by reason of sickness extends beyond the period of four (4) working days, or such lesser period of time as may be required by the appointing authority if such appointing authority has reason to believe that an employee is not adhering to the aforestated restrictions on sick leave usage. The certificate shall be filed with the County Auditor with copies to the employee's department and the Personnel Department.~~

## 7.3 HOLIDAYS

a) ~~Members of the Deputy Sheriffs Association~~Employees shall have eleven (11) of the twelve (12) holidays listed in Personnel Code; Section 21.7 converted to an accrual method of compensation. The eight (8) hours holiday credit for the floating holiday, as the twelfth (12th) holiday, is not part of the accrual method described herein and may be taken at any time mutually agreed upon by the employee and the appointing authority. Employees will not be permitted to accrue or carry over more than the amount of floating holidays they are eligible for in a year. Therefore, if the employee has not used all of their floating holiday credits by the end of the fiscal year (June 30), at the beginning of the next fiscal year (July 1) the employee will only be eligible to receive floating holiday credits up to the maximum floating holidays they are eligible for in the new fiscal year. In lieu of the eleven (11) holidays, ~~members of this unit~~Employees shall receive a credit for five point zero eight (5.08) hours of Holiday Time Off (HTO) per pay period. ~~Unit members~~Employees may accrue up to a maximum of one hundred and thirty two (132) HTO.

b) HTO ~~Employee~~ Accrual Cash Out:

Employees may schedule HTO according to the same policy guidelines that apply to vacation time off scheduling.

~~At the end of each calendar quarter, a member of this unit may request to be paid for up to 20 hours accumulated HTO and may request to be paid for all HTO hours accrued at the end of each fiscal year. The request for payment must accompany the time sheet submittal for that pay period that includes the last day of the fiscal year quarter. All cashed out HTO hours shall be paid on the last "pay day" occurring in each fiscal year quarter. Any payment~~

~~shall be subject to budget limitations and approval from the department head. Exceptions to the maximum HTO accrual within this policy may be made by the Department Head with the approval of the County Executive Officer.~~

~~HTO Employee Cash Out Effective in the pay period that includes December 13, 2019:~~

~~Employees may schedule HTO according to the same policy guidelines that apply to vacation time off scheduling.~~

Until December 31, 2027, ~~In~~ in the pay period that includes December 13th of each year, a bargaining unit member may make an irrevocable election to cash out HTO in the subsequent calendar year as follows:

1. At the end of each calendar quarter, a member of this unit may request to be paid for up to 20 hours accumulated HTO and/or;

2. At the end of each fiscal year a unit member may request to be paid for all accrued HTO hours.

3. In the event that there is not enough accrued HTO time available for the cash out amount elected, the employee may only cash out up to the amount available.

The request for payment must accompany the time sheet submittal for that pay period that includes the last day of the fiscal year quarter. All cashed out HTO hours shall be paid on the last "pay day" occurring in each fiscal year quarter. Any payment shall be subject to budget limitations and approval from the department head. Exceptions to the maximum HTO accrual within this policy may be made by the Department Head with the approval of the County Executive Officer.

Effective January 1, 2028, employees shall be paid the equivalent cash compensation for all accrued and unused HTO hours in the last full pay period of the calendar year.

## 7.4 ~~LEAVE FOR PURPOSE OF DONATING BLOOD~~ BEREAVEMENT LEAVE

~~The County shall provide leave for the purpose of donating blood consistent with Personnel Code section 21.11.~~

a) Upon the death of a family member, employees who have been employed by the County for at least thirty (30) days prior to the commencement of the leave are permitted to use up to ten (10) days of any accrued paid leave that is otherwise available to the employee.

b) For the purpose of this section, "family member" is defined as spouse or a child, parent, sibling, grandparent, grandchild, domestic partner, parent-in-law, sibling-in-law, grandparent-in-law, or another relative residing in the employee's immediate household.

c) Days of bereavement leave need not be consecutive, but shall be completed within three months of the date of the family member.

d) If requested by the County, the employee, within (30) days of the first day of this leave, shall provide documentation of the death of the family member. As used in this subdivision, "documentation" includes, but is not limited to, a death certificate, a published obituary, or written verification of death, burial, or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or government agency. The County shall maintain such documentation as confidential; such documentation shall not be disclosed except to internal personnel or counsel, as necessary, or as required by law.

~~a)~~ This section is not subject to the DSA MOU's grievance procedure.

## 7.5 OTHER LEAVES

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

# ARTICLE 8
# LETTERS OF REPRIMAND
# OTHER DISCIPLINARY ACTIONE ~~AND DISCHARGE~~ PROCEDURES

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

## 8.1 LETTERS OF REPRIMAND

a) Any ~~regular~~ non-probationary employee may be reprimanded by the appropriate appointing authority by an order in writing, a copy of which may be entered into the employee's personnel file.

b) An employee may have an administrative review of the letter of reprimand by submitting a request in writing to the Undersheriff within ten (10) calendar days from the date of personal service of the letter of reprimand. The Undersheriff or designee shall schedule a meeting within ten (10) calendar days of receipt of the written request to hear the employee's response. A final written decision shall be rendered by the Undersheriff or designee within ten (10) calendar days of the meeting. If the letter of reprimand has been issued by the Undersheriff, the Sheriff shall hold the administrative review meeting and render a final written decision within ten (10) calendar days of the meeting~~pursuant to the timelines outlined in this subsection~~. This section shall not be subject to the Disciplinary or Grievance Procedures.

c) The letter of reprimand issued to an employee pursuant to this section shall, upon request of the affected employee, be removed from the employee's personnel file after a minimum of two years have lapsed, provided that during that intervening two-year period, the said employee has not been the subject of a sustained disciplinary action, received a less-than-satisfactory performance report or received an additional letter of reprimand.

## ~~8.2 TYPES OF DISCIPLINE~~

**~~a) 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 8.4 a, below);~~

~~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.~~

~~b) **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:~~

~~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 a Hearing Officer supplied by the State Office of Administrative Hearings (see 8.4 b. below);~~

~~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.~~

## 8.2~~3~~ 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

~~(t)~~(u) Any other causes of discipline set forth in the Sheriffs Office policies and procedures.

## 8.3 PRE-DISCIPLINARY PROCEDURE

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

## 8.4 POST-DISCIPLINARY RIGHT OF APPEAL

### a) ~~Suspension of 5 working days or less~~Ten Days to File Appeal and Meeting with Human Resources

Any ~~regular~~ employee who is disciplined (excluding Letters of Reprimand) ~~suspended for 5 working days or less~~ may appeal such action by filing a written notice of appeal with the County Human Resources Director within ten (10) ~~working~~ calendar days after receipt of the notice of disciplinary action. ~~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 the ~~said Order, notice of appeal and the~~ employee's appeal and shall then hold a meeting to discuss the disciplinary action and appeal with the employee and/or his or her representative and with the ~~appointing authority.~~ Sheriff or designee. In the event an agreement regarding disposition of the matter cannot be reached within ~~five~~ seven (7) calendar ~~working~~ days after the meeting, the employee may submit ~~an appeal to the County Administrator~~a written request for an appeal hearing to the ~~(~~County Executive Officer~~)~~.

### b) Suspensions of Two Days or Lesser Discipline

Upon receipt of ~~said~~ a timely request for an appeal hearing involving two-day suspensions or lesser discipline, ~~appeal~~ the County Executive Officer or designee shall request a list of five arbitrators from ~~order that the matter be heard by a Hearing Officer supplied by~~ the State Mediation/Conciliation Service ~~(916-322-7638).~~ (SMCS) to conduct an informal appeal hearing that complies with the Public Safety Officers Procedural Bill of Rights Act (POBR). The arbitrator shall be selected by each party alternately striking names from the SMCS list. The first party to strike shall be determined by coin toss or equivalent.

As soon as possible thereafter, the ~~Hearing Officer~~selected arbitrator shall hear the matter and render to the County Executive Officer a ~~recommendation~~written advisory decision.

Within fifteen (15) calendar days after receipt of the arbitrator's written advisory decision, t~~T~~he County Executive Officer shall consider all information and testimony as deemed relevant to the appeal and render a written decision. The decision of the County Executive Officer shall be final. ~~which shall be final within fifteen (15) working days after receipt of the recommendation of the Hearing Officer.~~

The ~~Hearing Officer~~arbitrator shall be bound by the language of the ~~Agreement~~MOU, County rules and regulations, and law consistent therewith in considering any issue before ~~him or her~~them. The ~~Hearing Officer~~arbitrator shall have no authority to add to, delete or alter any provision of the ~~Agreement~~MOU and County rules and regulations.~~, but shall limit their recommendation to the application and interpretation of its provisions.~~

~~b)~~ c) **Suspension of ~~6 or more working days, Demotion or Termination~~Three (3) Days or Greater Discipline (Binding Arbitration)**

~~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 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 shall have the right to refer the matter to arbitration.~~

Upon receipt of timely request for an appeal hearing involving three-day suspensions or greater discipline, ~~an arbitration request,~~ the County Executive Officer or designee shall request a list of five arbitrators from SMCS to conduct an appeal hearing that complies with the POBR. The arbitrator shall be selected by each party alternately striking names from the SMCS list. The first party to strike shall be determined by coin toss or equivalent. ~~order that the matter be heard by an arbitrator selected from a listing of arbitrators supplied by the State Mediation and Conciliation Service. The arbitrator shall be selected from a listing of three (3) individuals identified by the State Mediation and Conciliation Service who have been previously identified by the parties as mutually agreeable.~~

The arbitrator shall be bound by the language of the ~~Agreement~~MOU, County rules and regulations, and law consistent therewith in considering any issue before them. The arbitrator shall have no authority to add to, delete or alter any provision of the ~~Agreement~~MOU and County rules and regulations~~, but shall limit their decision to the application and interpretation of its provisions and law~~. The arbitrator shall hear the appeal under the guidelines stipulated by Section 8.5, below.

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~~.

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

~~**8.5 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~~arbitrator. ~~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 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 and fees of the arbitration, ~~related to the hearing incurred by the Hearing Officer and all fees of the Hearing Officer will~~ including the arbitrator's fee, shall be shared equally by the parties. ~~Other costs including~~Costs individual to the parties, such as attorney fees, shall be borne by the party who incurs said costs.

## 8.6 JUDICIAL REVIEW

Judicial review of the final decision on the disciplinary appeal 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 thirtieth (30th) day following the date on which the decision becomes effective or as otherwise required by law.

## ~~8.7 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.~~

## ~~8.8 EXCLUSIONS~~

~~a) 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 their entitlement period, or at such time as sufficient State and/or Federal funds are no longer available to sustain their employment. Any employee terminated pursuant to the above stated conditions shall have no right to appeal from such action.~~

~~b) 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 their direction.~~

## ARTICLE 9
## LAYOFF

Layoff procedures governing ~~The~~ Association members are set forth at ~~agrees to adopt~~ Section 20.2 of the Personnel Code ~~regarding the Layoff procedures~~.

## ARTICLE 10
## CLOTHING AND UNIFORMS

### 10.1 UNIFORMS

The county provides a uniform allowance of twenty dollars and fifty two cents ($20.52) per pay period for classic ~~bargaining unit members~~employees. The County shall maintain uniforms for all full-time personnel of the Nevada County ~~Sheriff's~~Sheriffs Office in lieu of monthly cleaning and upkeep allowance.

### 10.2 CLOTHING ALLOWANCE

a) Deputy Sheriffs assigned to the Special Investigations Unit, the Major Crimes Unit, Deputies assigned to Local, State or Federal Task Forces, and the Deputy Sheriff assigned to be the Home Detention Officer will be eligible for a Clothing Allowance as specified below.

b) Eligible employees (assigned to all investigation units except Major Crimes) will receive a Clothing Allowance of five hundred dollars ($500.00) upon initial appointment to an eligible position or assignment. Thereafter, an employee continuing in an eligible position or assignment will receive a three hundred and fifty dollars ($350.00) Clothing Allowance each fiscal year of occupying the eligible position or holding the eligible assignment. Employees assigned to the Major Crimes Unit will receive a Clothing Allowance of seven hundred and fifty dollars ($750.00) upon initial appointment to this assignment. Thereafter, an employee continuing in this assignment will receive a five hundred dollar ($500.00) Clothing Allowance each fiscal year of holding the assignment.

~~b)~~

c) The initial Clothing Allowance will be paid on a regular paycheck following eligibility. The subsequent Clothing allowance will be paid on the regular paycheck in which the date of August ~~First (~~1~~st)~~ is a day within the fourteen (14) day pay period.

d) If an employee ceases to be eligible, the Clothing Allowance will also cease. If a formerly eligible employee again becomes eligible within three (3) years of not being eligible, the five hundred dollar ($500.00) Clothing Allowance will not be paid. The three hundred and fifty dollar ($350.00) Clothing Allowance will commence in the manner described above.

e) If an employee transfers to the Major Crimes Unit the clothing allowance shall be provided in accordance with ~~paragraph~~ subsection (b)~~2~~ above.

### 10.3 DUTY USE FOOTWEAR

a) Upon appointment and each fiscal year thereafter, for the classifications of Deputy Sheriff I and II, the County shall reimburse up to two hundred and fifty dollars ($250) toward the purchase or repair of approved duty use footwear for each employee assigned to positions requiring such footwear. The determination of whether footwear qualifies as duty use footwear subject to reimbursement under this section shall be within the sole discretion of the Sheriff or designee. If, due to extenuating circumstances, an employee has exhausted the two hundred and fifty dollars ($250) and needs additional approved footwear, he or she shall seek prior approval for additional footwear reimbursement on an as needed basis from Sheriff or designee. The Sheriff or designee has the discretion to approve or deny such request. All duty use footwear reimbursements are subject to the employee providing proof of purchase as required by the Sheriff and the Auditor-Controller.

b) Employees who are issued footwear or are reimbursed for footwear with other funds (such as those assigned to Deputy Sheriffs assigned to the Special Investigations Unit, the Major Crimes Unit, Deputies assigned to Local, State and Federal Task Forces, and the Deputy Sheriff assigned to be the Home Detention Officer) are excluded from participation in sub-section (a). An employee issued footwear that can only be used for a specific specialized assignment (such as Special Enforcement Detail), are not excluded from participation in sub-section (a).

### 10.4 GEAR ALLOWANCE

Upon request from the Association, the parties agree to meet to discuss the establishment of a "gear allowance" for employees within the unit. The parties agree that the meeting shall occur within sixty (60) days of Association ratification and subsequent Board approval of this MOU. The parties further agree that their obligations under this provision shall be satisfied by meeting on one occasion, but additional meetings are permissible if the parties agree to do so.

## ARTICLE 11
## MISCELLANEOUS

### 11.1 SAFETY POLICY

a) The County agrees to maintain a safe and healthful place of work in accordance with all applicable state laws. Unsafe working conditions or hazardous jobs which jeopardize the health and safety of the employees shall be directed to the attention of the County Safety Officer by any persons having knowledge of same. The County shall investigate the complaint and take necessary corrective measures at the earliest practicable time. The employees and the Association shall cooperate fully in carrying out safe practices and in using safety devices provided by the County.

b) The County shall provide all necessary safety equipment for the employees to perform the normal tasks of their respective classifications. These devices and equipment shall be safety appliances to safeguard the employees against danger to health, life and limb.

c) The County will provide training programs on safety matters and issues as it deems necessary. The type and frequency of such training shall be in accordance with the nature of work performed and services provided by the affected employees, and may include training in first aid, CPR and hazardous substances handling and disposal, as necessary.

## 11.2 CONTRACTING OUT

a) The County may, in the interest of economy and efficiency, perform any or all of the services, projects, or work assignments of its departments, offices, boards, or commissions through the use of its own employees, the employees of other governmental agencies, or through the use of contractual agreements.

b) The County shall give the ~~Union~~Association notice prior to the implementation of any proposed contracting wherein such contracting may result in the layoff of any permanent employee and shall consult with the ~~Union~~Association in good faith regarding the effects of such contracting. Such consultation shall not delay the effective date of such contracting unless an agreement is reached to postpone or cancel the proposed contracting. Consultation shall not be required where the contracting will not result in the layoff of any permanent employee.

## 11.3 PHYSICAL FITNESS FACILITY

The County and the DSA agree to seek a mutually acceptable location for placement/installation of physical fitness equipment. The DSA shall agree to enter into a use agreement for such facility that will hold the County harmless from all claims arising from the use of said facility.

## ~~11.4 DIRECT DEPOSIT~~

~~The Association agrees to implement a program of Direct Deposit of employees' paychecks.~~

## 11.4~~5~~ MAINTENANCE OF VEHICLES

It is the Counties highest priority to maintain the County vehicles in a safe and dependable condition, devoid of any defects which might make the vehicle unsafe to operate. To this end, the County agrees to make available for consultation with a maximum of two representatives of the Deputy Sheriffs' association at all reasonable times the County Fleet Manager and County Safety Officer. These officials upon request will discuss those aspects of maintenance, operation, acquisition and outfitting of ~~Sheriff's~~Sheriffs patrol vehicles which could affect the safety of the vehicle and its operator. Further, these officials shall take into full account and consideration the input provided by the said representatives as necessary in the opinion of said officials to maintain the ~~Sheriff's~~Sheriffs patrol fleet at a high level of safety and operational effectiveness.

## 11.5~~6~~ ASSOCIATION DUES

The Association dues check off privilege shall be terminated by the County immediately upon the occurrence of any strike, work stoppage, slow down or other job action which is sanctioned or encouraged by the association or its officers or representatives.

## 11.6~~7~~ LICENSES, DUES, CERTIFICATES, MEMBERSHIPS

Payment by the County of individual employee licenses, dues, or memberships in any bar association, medical society, and other professional association or related shall be at the sole discretion of the County, as determined annually by the Board of Supervisors or designee during or subsequent to adoption of the County operating budget.

## 11.7~~8~~ DRUG TESTING

a) All employees in the ~~Sheriff's~~Sheriffs Office will be subject to the County's Drug Testing Policy as delineated in Section P-9 of the Nevada County Personnel Code. The following provisions shall supersede the applicable personnel code sections:

1) The controlled substances and thresholds that will be tested for include all illegal drugs as defined by the Health and Safety Code and all controlled substances taken without a prescription.

2) The confirmatory controlled substance test threshold for a verified positive test result shall be zero for testing of alcohol, all illegal drugs and all controlled substances without a prescription. The test shall be considered positive if the controlled substance levels present are above the minimum thresholds established in this section (11.8 Drug Testing).

## 11.8~~9~~ NOTIFICATION TO COUNTY OF ASSOCIATION OFFICERS

The DSA shall provide written notice to the Sheriff or designee whenever there is a change in the Executive Board of the Deputy Sheriffs' Association.

## 11.10 GOVERNMENT CODE SECTION 3555-3559/AB119

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

The County and the Deputy Sheriffs' Association acknowledge that this agreement fully complies with and exhausts the parties' obligations to negotiate pursuant to Government Code section 3557. Due to the agreement, compulsory arbitration pursuant to Government Code section 3557 is waived for as long as this agreement is in place.

**Conditions:**

a) This agreement shall apply to all employees appointed to a classification within the bargaining unit for which DSA is recognized as the exclusively recognized employee organization.

b) DSA and the County acknowledge that the monthly New Hire Orientation occurs the third Friday of the month unless otherwise notified. DSA and the County jointly recognize that the County receives notification of a new hire with much less time than ten days between acceptance of an employment offer, completion of pre-employment testing, and new hire orientation. While the County will provide advance notice required by the section, it is not required to do so if the notice period would delay orientation for a new employee. By the Monday immediately prior to the new hire orientation; the County is in receipt of the names of employees attending the new hire orientation. This information will be provided to DSA at that time, along with a confirmation of the date, time and location of the new hire orientation, and only if a DSA covered new employee has been hired.

c) While DSA may elect to participate in new employee orientation, it has declined to participate. The DSA provides new member information outside of the new hire orientation.

d) The County will not provide DSA with new hire reports at the beginning of the month following the month in which the new hire was first employed because DSA is not interested in receiving them.

e) The County will not provide DSA a list containing name, job title, department, work location, work telephone number, home address, home or personal cellular telephone number, and personal email address on file with the County (new hires only) about all ~~bargaining unit employees~~employees every 120 days because DSA is not interested in receiving them.

f) The County shall not be required to furnish any of the above information for any employee who completes a County-provided form or makes a written request identifying specific items of information that the employee is electing not to share, that are not otherwise required to be provided by law.

g) The County and DSA jointly agree that provision of any information pursuant to this section shall not cause the information to become a public record.

h) Any information provided under this section shall be safeguarded by DSA and shall be used exclusively by DSA for DSA business. No personal information regarding employees shall be shared by DSA with any third-party vendors or affiliated organizations, other than those directly involved in representation of ~~bargaining unit employees~~employees in labor and employment relations matters with the County.

# ARTICLE 12
# GENERAL PROVISIONS

## 12.1 ALTERATION

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

## 12.2 SEVERABILITY

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

## 12.3 IMPLEMENTATION

a) The Board of Supervisors shall amend its written policy as it pertains to employees covered by this Agreement and take such action by resolution or otherwise as may be necessary in order to give full force and effect to the provisions of the Agreement. The provisions of the Agreement, except as provided herein, shall supersede County ordinances and resolutions currently in effect, for the term of this Agreement, to the extent that they are inconsistent with the provisions of the Agreement. All other provisions of the Personnel Code and the previous agreements which are not inconsistent herewith and which have not been specifically repealed hereby and which are proper subjects of the meet and confer process shall remain in force and effect as though fully set forth herein. The County reserves the right to update Personnel Code sections which govern subjects that are non-mandatory subjects of bargaining subject to meeting appropriate notice and meet and confer requirements prior to implementing any changes. Furthermore, in the event that an audit and/or review by any outside state or federal agency requires any section of the Personnel Code be changed in order to qualify for new programs and funding or to be qualified to maintain current levels of funding or service, the County has the right to implement such changes subject to meeting appropriate notice and meet and confer requirements prior to implementing any changes.

b) It shall be understood that the items agreed to herein shall not be binding upon the County until this agreement is signed by the proper representatives of both parties and ratified by the Board of Supervisors, pursuant to law. It is further understood that adoption of this Agreement confirms that all issues which were at dispute or otherwise under discussion at the bargaining table have been addressed and resolved to the satisfaction of the parties for the term of this agreement.

## 12.4 DURATION

This agreement shall remain in full force and effect for the period July 1, 2025~~2~~, through June 20, 2028~~5~~.

**DATED:**

THE NEVADA COUNTY DEPUTY ~~SHERIFF'S~~SHERIFFS COUNTY OF NEVADA,
CALIFORNIA ASSOCIATION:

BY:______________________________
BHAVENDEEP ATWAL
Chief Negotiator for DSA

BY:______________________________
~~RORY SONNIER~~
~~DSA President~~

~~BY:______________________________~~
~~BRETT LACOSSE~~

~~BY:______________________________~~
~~GALEN SPITTLER~~

BY:______________________________
ALISON LEHMAN
County Executive Officer (CEO)

BY:______________________________
~~DONNA WILLIAMSON~~
~~Chief Negotiator~~

~~BY:______________________________~~
~~STEVEN ROSE~~
~~Human Resources Director~~

~~BY:______________________________~~
~~CALEB DARDICK~~
~~Assistant CEO~~

## APPENDIX "A"

## CLASSIFICATIONS INCLUDED IN THE DEPUTY ~~SHERIFF'S~~SHERIFFS ASSOCIATION BARGAINING UNIT

| CLASSIFICATION | DEPARTMENT |
|---|---|
| ~~Child Support Investigator~~ | ~~Child Support Services~~ |
| Deputy Sheriff I | Sheriff/Coroner-Public Administrator |
| Deputy Sheriff II | Sheriff/Coroner-Public Administrator |
| Deputy Sheriff Trainee | Sheriff Department |