

**MEMORANDUM**

**OF**

**UNDERSTANDING**

**BETWEEN**

**COUNTY OF NEVADA**

**AND**

**DEPUTY SHERIFF'S ASSOCIATION**

**FOR THE PERIOD OF**  
**July 1, 2019 THROUGH JUNE 30, 2022**

**Covering the**

Deputy Sheriff's Association  
Bargaining Unit

DEPUTY SHERIFF'S ASSOCIATION BARGAINING UNIT  
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## **PREAMBLE**

This Memorandum of Understanding, hereinafter referred to as the Agreement, is entered into between the County of Nevada, hereinafter referred to as the County, and the Deputy Sheriff's Association Bargaining Unit, hereinafter referred to as the Unit, 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, 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's decision without the use of legalistic forms and procedures.

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

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

## **2.2 GRIEVANCE FORM**

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

## **2.3 GRIEVANCE PROCEDURE**

Each employee believing, he or she has a grievance shall, before filing the same in writing, discuss his or her problem or complaint with the immediate supervisor in an attempt to resolve the matter as simply and as informally as possible. If such discussion fails to resolve the matter, the employee or his or her representative shall have the following opportunity to file a formal grievance:

- a) The grievance initially shall be discussed with the immediate supervisor. The employee may be represented by the Union Representative. Within five (5) working days, the immediate supervisor shall give a decision or response.
- b) In an informal grievance is not resolved to the satisfaction of the grievant, a formal grievance may be initiated. A formal grievance must be initiated within ten (10) work days of the decision rendered in the informal grievance procedure.
- c) Within ten (10) work days after the initiation of the formal grievance, the Department Head at the first level of appeal shall investigate the grievance and give a decision in writing to the parties.
- d) If the Department Head's decision is not satisfactory, it may be appealed in writing within ten (10) work days to the Human Resources Director.
- e) The Human Resources Director shall respond in writing within ten (10) work days to the parties. If the Human Resources Director determines that it is desirable, he/she shall hold conferences or otherwise investigate the matter.
- f) If the Human Resources Director fails to respond in writing as provided, or if the response is not satisfactory, the employee shall have the right to refer the matter to arbitration. Such referral shall be made by written demand submitted to the County Administrator. Failure of the employee to take further action within the ten (10) working days after receipt of the written decision shall constitute an abandonment of the grievance.
- g) Upon receipt of an arbitration request, the County Administrator or his/her designee shall order that the matter be heard by an arbitrator selected from a listing of arbitrators supplied by the State Conciliation Service. The arbitrator shall be selected from a listing of three (3) individuals identified by the State Conciliation Service who have been previously identified by the parties as mutually agreeable.

- h) The arbitrator shall be bound by the language of the Agreement, County rules and regulations, and law consistent therewith in considering any issue before them. The arbitrator shall have no authority to add to, delete or alter any provision of the Agreement, but shall limit his/her decision to the application and interpretation of its provisions and law. The decision of the Arbitrator, supported by written findings, shall be final and binding upon all parties and shall not be subject to any modification by the Board of Supervisors.
- i) The time specified in these rules may be extended to a definite date by mutual agreement by stating the fact thereof on the grievance previously submitted and initialed by the parties making the agreement.
- j) The grievant shall be permitted a reasonable amount of work time as determined by the department head, in preparing the grievance and presenting same at each level of appeal as specified herein.
- k) Witnesses shall suffer no loss of compensation or benefits while participating in this procedure, in order to give testimony before the arbitrator. Recognizing the County's need to provide continuity of services to the public, the union or association shall provide a list of required witnesses in advance of any scheduled hearing and shall insure that the number of witnesses and their scheduling shall be reasonable.
- 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 the 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.

#### **3.2 OVERTIME**

Nothing contained herein shall be deemed to amend or otherwise affect the authority of the Department Head 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 may accumulate up to a maximum of 120 hours of compensatory time within a fiscal year. Bargaining unit employees may cash out up to 40 hours of accrued compensatory time in the first pay period in December of each year. The Parties agree that the December CTO cash out will be paid on the first “pay day” occurring in December. The requests for payment shall be submitted to the Auditor-Controller’s Office no later than 18 calendar days prior to the December CTO “pay day”.

b) **Compensatory Time Accrual Cash Out Effective beginning December 13, 2019:**

In the pay period that includes December 13<sup>th</sup> 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 appointing authority 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 hours compensation at the rate of time and one-half. 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 hours compensation at the rate of time and one-half.



### 3.5 7K EXEMPTED WORK SCHEDULE

Pursuant to Section 3.2 (b) Flextime and Alternative 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 Unit. The following provisions shall govern the alternative work schedule:

- a) Effective October 12, 2003, employees in the classification of Deputy Sheriff may be scheduled a work shift that is non-traditional to a normal 40-hour workweek. The schedule shall not exceed 80 regular hours per pay period. Employees shall be given a thirty (30) days notice prior to implementation of their new schedule and shall be fully briefed prior to that implementation as to days to work and start and end times. In addition, prior to said 30-day notice of the implementation of any alternative 7(k) schedule, the Sheriff or his designee shall meet with the affected employees and discuss any impacts and/or issues.
- b) For employees assigned to the alternative or exempted work schedule, pursuant to the overtime exemption under Section 553.2017-K of the Fair Labor Standards Act, the appropriate period for overtime purposes under the Act shall be fourteen days, to coincide exactly with the standard County biweekly pay period (starting at 12:00 midnight Sunday and ending at 12:00 midnight the second Sunday thereafter). Timesheets shall be marked as 7K.
- 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) The County shall have in its sole discretion, the right to assign employees to new work schedules (days of work, start and end times) or move employees to previously worked schedules by giving the employees thirty (30) days notice.
- h) Any alternative 7(k) schedule is subject to CEO's approval per 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 his/her bi-weekly pay amount is based.

## **ARTICLE 4 SALARIES**

### **4.1 REGULAR SALARIES**

- 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":

2.0% effective July 14, 2019  
3.0% effective July 12, 2020  
2.0% effective July 11, 2021

- 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":

1% effective July 14, 2019  
1% effective July 12, 2020  
2% effective July 11, 2021

### **4.2 SHIFT DIFFERENTIAL**

Regular employees who, within any pay period, are required to work 40 or more regularly-scheduled hours between 6:00 P.M. and 6:00 A.M. shall receive a shift differential of 5% of base salary for all hours worked during the subject pay period.

### **4.3 POST CERTIFICATION AND EDUCATIONAL INCENTIVES**

- a) Bargaining unit 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.

- b) Bargaining unit 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 -	\$150 per month
BA/BS Degree -	\$250 per month

- c) 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.

#### **4.4 TRUCKEE DIFFERENTIAL**

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

#### **4.5 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 he/she 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.

#### **4.6 INVESTIGATOR, TACTICAL TEAM AND DIVE TEAM DIFFERENTIALS**

- a) Investigator Differential

The County shall pay a differential of 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 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 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.

#### **4.7 INVESTIGATOR ON-CALL PAY**

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

### **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.
- b) The County may select programs at its discretion provided all benefits are equal to or better

than those provided on the effective date of the agreement.

- c) It shall be agreed that the County shall give consideration to any recommendations of the Health Benefits Committee (made up of representatives of all employee units, Human Resources and the County's insurance consultant prior to making any changes to the County health plans. This provision shall not amend or in any way affect any rights given the Association by other sections of the agreement to meet and confer prior to implementing any insurance benefit changes.
- d) Additionally, this section shall not be construed to impose upon the County any requirement to meet and confer prior to implementing any health benefits changes where such requirement does not otherwise exist.

## **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.

## **5.3 MEDICAL INSURANCE BENEFITS**

During the term of the MOU, the County agrees to contract with the California Public Employees Retirement System (CalPERS) for the purpose of providing employees and their eligible dependants 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**

- 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.

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 5.2 through 5.4 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 major 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. Employees may request reimbursements in increments of \$100 dollars or more or at the end of the calendar year.
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 his/her 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 that \$6000 for dependents and \$3000

for employee only for use in paying the expenses covered in Section 5.3 through 5.4).

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.

7. 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.
8. Should the HMO option become unavailable for all County employees, the County agrees to meet and confer over the effects of such a change.
9. Vision Plan benefit allowance for eye glass frames is \$150.
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.

## **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 \$20,000, and there shall be \$1,000 coverage provided for each eligible dependent.

## **5.6 EMPLOYEE ASSISTANCE PROGRAM**

Members of this unit 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. Employees 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 shall be members of the Social Security System, unless otherwise provided by law.

2) Public Employees' Retirement System:

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

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 Public Employees' Retirement System (PERS).

1) Tier I/Legacy Tier (Employees hired prior to July 24, 2011): Effective October 1, 2003, the County adopted the 3% @ 50 retirement plan for all employees in the unit. The employee contribution toward the employee share of PERS is 9% of reportable compensation in accordance with California Government Code Section 20516.

2) Tier II/Classic Tier (Employees hired between July 24, 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 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 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 PERS 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.

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(b) and will become eligible for the Medicare Supplemental Insurance as described in Section 6.3(d)(2) below.

c) Employees Hired On or After July 1, 2008

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

d) 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) 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(b) and is available to the retired employee only after he or she has reached the age of 65.

- 3) Employees hired on or after July 1, 2008 are not eligible to receive any benefits provided for in either Section 6.3(d)(1) or 6.3(d)(2) above.
- 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), above are provided in the form of a cash payment paid directly to the eligible retiree.
- g) Any employee who is retired under the PERS 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) Upon specific written request of any safety employee retiring with PERS directly from County service, the amount due that employee, as a result of any sick leave buyout provision in effect at the time of the employee's retirement, shall be applied instead toward the retired employee's monthly medical insurance premium costs for the employee and any eligible dependents until such amount is exhausted. This option may be exercised only by an employee and eligible dependents otherwise eligible to enroll and who are enrolled in a County group medical insurance plan made available to retired County employees and eligible dependents at the time of the employee's retirement. No interest shall be paid by the County to any employee on funds temporarily retained by the County under this provision. In order to exercise this option, the employee shall notify the Auditor-Controller's Office at a minimum of 14 calendar days preceding the effective date of retirement and this option, once selected, shall be irrevocable.
- i) 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 his/her contribution to the system.

### **ARTICLE 7 LEAVES**

#### **7.1 VACATION LEAVE**

- a) Regular employees assigned to the normal forty (40) hour work week shall accrue vacation leave at the rate of 6.6667 hours for each full calendar month of service during the first four (4) years of employment, at the rate of 10 hours for each full calendar month of service from the beginning of the fifth (5<sup>th</sup>) year through the twelfth (12<sup>th</sup>) year of employment, and at the rate of 13.3334 hours for each full calendar month of service in excess of twelfth (12) years.
- b) An employee assigned to the Deputy Sheriff's Association may with Department Head approval, 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 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, 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) 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 he/she has been continuously employed for a period of 90 days. An employee may utilize his/her allowance of sick leave when unable to perform his/her 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, sister or brother of both husband and wife, children, grandchildren, grandparents of both husband and wife, or other relative residing in the employee's immediate household.
- d) 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) 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 aforesaid 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 Sheriff's Association shall have eleven of the twelve holidays listed in Personnel Code; Section 21.7 converted to an accrual method of compensation. The eight hours holiday credit for the floating holiday, as the twelfth 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 holidays, members of this unit shall receive a credit for 5.08 hours of Holiday Time Off (HTO) per pay period. Unit members may accrue

up to a maximum of 132 HTO.

b) HTO Employee Cash Out effective currently:

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. In the pay period that includes December 13 each year, a bargaining unit member may make an irrevocable election to cash out HTO 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.

#### **7.4 LEAVE FOR PURPOSE OF DONATING BLOOD**

The County shall amend current leave policy, section 21.11 to provide for leave for the purpose of donating blood.

**ARTICLE 8  
LETTERS OF REPRIMAND  
DISCIPLINE AND DISCHARGE PROCEDURES**

**8.1 LETTERS OF REPRIMAND**

- a) Any regular employee may be reprimanded by the appropriate appointing authority by an order in writing, a copy of which may be entered into his/her 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 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.

### **8.3 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

#### **8.4 RIGHT OF APPEAL**

##### **a) Suspension of 5 working days or less**

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

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

Upon receipt of said appeal the County Executive Officer or his/her designee shall order that the matter be heard by an Hearing Officer supplied by the State Mediation/Conciliation Service (916-322-7638). As soon as possible thereafter, the Hearing Officer shall hear the

matter and render to the County Executive Officer a recommendation.

The County Executive Officer shall consider all information and testimony as deemed relevant to the appeal and render a written decision which shall be final within fifteen (15) working days after receipt of the recommendation of the Hearing Officer.

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

b) **Suspension of 6 or more working days, Demotion or Termination**

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

The Human Resources Director shall review said Order, notice of appeal and the employee's appeal and shall then hold a meeting 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 an arbitration request, the County Executive Officer or his/her designee shall order that the matter be heard by an arbitrator selected from a listing of arbitrators supplied by the State Conciliation Service. The arbitrator shall be selected from a listing of three (3) individuals identified by the State Conciliation Service who have been previously identified by the parties as mutually agreeable.

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

The 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.

## **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. In those cases where the Board rehears the matter as provided by this Section, the Board shall establish such limitations.
- c) Evidence may be submitted by affidavit or by deposition in accordance with the provisions of Section 11514 and Section 11511 of the Government Code, respectively.
- d) Subpoenas for attendance or the production of documents at the hearing shall be issued in accordance with Section 11450.10-11450-40 of the Government Code.
- e) The hearing shall be conducted in accordance with evidence rules as outlined in Section 11513 of the Government Code.
- f) All costs related to the hearing incurred by the Hearing Officer and all fees of the Hearing Officer will be shared equally by the parties. Other costs including attorney fees shall be borne by the party who incurs said costs.

## **8.6 JUDICIAL REVIEW**

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

## **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 his/her

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

- 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 his/her direction.

## **ARTICLE 9 LAYOFF**

The Association 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 \$20.52 per pay period for classic bargaining unit members. The County shall maintain uniforms for all full-time personnel of the Nevada County Sheriff's Office in lieu of monthly cleaning and upkeep allowance.

### **10.2 CLOTHING ALLOWANCE**

1. 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.
2. Eligible employees (assigned to all investigation units except Major Crimes) will receive a Clothing Allowance of \$500.00 upon initial appointment to an eligible position or assignment. Thereafter, an employee continuing in an eligible position or assignment will receive a \$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 \$750.00 upon initial appointment to this assignment. Thereafter, an employee continuing in this assignment will receive a \$500.00 Clothing Allowance each fiscal year of holding the assignment.
3. The initial Clothing Allowance will be paid on a regular pay check following eligibility. The subsequent Clothing allowance will be paid on the regular pay check in which the date of August First (1st) is a day within the fourteen (14) day pay period.

4. 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 \$500.00 Clothing Allowance will not be paid. The \$350.00 Clothing Allowance will commence in the manner described above.
5. If an employee transfers to the Major Crimes Unit the clothing allowance shall be provided in accordance with paragraph 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 \$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 \$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.
- a. 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).

## **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 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 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.

## **11.5 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 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 patrol fleet at a high level of safety and operational effectiveness.

#### **11.6 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.

#### **11.7 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.

#### **11.8 DRUG TESTING**

- a) All employees in the Sheriff's 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 supercede 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 (11.9 Drug Testing).

#### **11.9 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 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 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 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 prior to such action and the County shall provide the union 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 they 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, 2019 through June 30, 2022.

**DATED:**

THE NEVADA COUNTY DEPUTY SHERIFF’S ASSOCIATION: COUNTY OF NEVADA, CALIFORNIA

BY: \_\_\_\_\_  
Chuck L. Flesher  
Chief Negotiator, Deputy Sheriff’s Association

BY: \_\_\_\_\_  
Donna Williamson  
Chief Negotiator, County of Nevada

BY: \_\_\_\_\_  
Timothy Highsmith  
President, Deputy Sheriff’s Association

BY: \_\_\_\_\_  
Mali Dyck  
Assistant County Executive Officer

BY: \_\_\_\_\_  
Jesse King  
Deputy Sheriff

BY: \_\_\_\_\_  
Steven Rose  
Human Resources Director

BY: \_\_\_\_\_  
Brett Lacosse  
Deputy Sheriff

BY: \_\_\_\_\_  
Joseph Salivar  
Undersheriff

**APPENDIX "A"**

**CLASSIFICATIONS INCLUDED IN THE  
DEPUTY SHERIFF'S ASSOCIATION BARGAINING UNIT**

<b>CLASSIFICATION</b>	<b>DEPARTMENT</b>
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