

**MEMORANDUM**

**OF**

**UNDERSTANDING**

**BETWEEN**

**COUNTY OF NEVADA**

**AND**

**DEPUTY SHERIFFS ASSOCIATION**

**FOR THE PERIOD OF**  
**July 1, 2025, THROUGH JUNE 30, 2028**

**Covering the**

Deputy Sheriffs Association  
Bargaining Unit

# DEPUTY SHERIFFS ASSOCIATION BARGAINING UNIT

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## **PREAMBLE**

This MEMORANDUM OF UNDERSTANDING, hereinafter referred to as the MOU, is entered into by and between the COUNTY OF NEVADA, hereinafter referred to as the County, and the NEVADA COUNTY 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 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 Sheriff or designee's decision without the use of legalistic forms and procedures.

For purposes of this grievance procedure, a grievance shall be defined as a complaint by the Association, 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 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 B.

## **2.3 GRIEVANCE PROCEDURE**

The grievance process is outlined below:

- a) **Informal Discussion:** The grievant shall first discuss their grievance with the immediate supervisor. The employee may be represented by their Association Representative in such a discussion. Within seven (7) calendar days, the immediate supervisor shall 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, the grievant may initiate a formal grievance with the Undersheriff. A formal grievance must be submitted in writing within fourteen (14) calendar days from the decision rendered on the informal grievance 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 fourteen (14) calendar days after timely receipt of the Step One formal grievance, the Undersheriff or designee shall investigate the grievance and issue a written decision to the grievant and Human Resources.
- d) **Formal Grievance Step Two (Human Resources):** If the 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 fourteen (14) calendar days 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, the Human Resources Director or designee may investigate the matter and shall issue a written decision to the grievant.
- f) **Formal Grievance Step Three (Binding Arbitration):** If the Human Resources Director or designee fails to timely respond to the Step Two Formal Grievance, or if the Step Two Formal response is not satisfactory to the grievant, the grievant may appeal the decision to arbitration. Such appeal shall be 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 timely submit the appeal shall constitute an abandonment of the grievance.
- g) **Upon receipt of an arbitration request,** the CEO or designee request a list of five (5) arbitrators from the State Mediation and Conciliation Service. 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 MOU, County rules and regulations, and law consistent therewith in considering any issue before them. The arbitrator shall have no authority to add to, delete or alter any provision of the MOU or County rules and regulations, but shall limit their decision to the application and interpretation of 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 by mutual agreement memorialized in writing.
- j) The grievant shall be permitted a reasonable amount of release time as determined by the Undersheriff or designee to prepare the grievance move through the grievance steps.
- k) Employee 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 Association shall provide a list of required witnesses in advance of any scheduled hearing and shall 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 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:

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

b) 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.

### **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 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 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 schedule, the Sheriff or designee shall meet with the affected employees and discuss any impacts and/or issues.

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.

b) Any alternative schedule is subject to the County Executive Officer's (CEO) approval per Administrative Guideline P-13 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 WAGES**

### **4.1 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%).

### **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**

Employees who, within any pay period, are required to work forty (40) or more regularly scheduled hours between six (6:00) p.m. and six (6:00) a.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) 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) 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.
- 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**

A differential of ten percent (10%) of base salary shall be paid to each 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.
- 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. 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 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) 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) 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 employee working fifty percent (50%) or more of a full-time schedule shall be eligible to enroll themselves and their eligible dependents (when applicable) in the County's health and welfare benefits plan.

#### **5.3 MEDICAL INSURANCE BENEFITS**

The County contracts with the California Public Employees Retirement System (CalPERS) to provide employees and their eligible dependents with medical insurance benefits. During each calendar year, the County 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 ALLOWANCE**

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**

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

2) California Public Employees' Retirement System:

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 23, 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 23, 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%<sup>@57</sup> 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 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) and will become eligible for the Medicare Supplemental Insurance as described in Section 6.3(c)(2) below.

### **b) 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 Section 6.3(b) in this Article, other than the minimum employer contribution required.

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

- 2) Employees hired on or after July 1, 2008, are not eligible to receive any benefits provided for in Section 6.3(b)(1).
- 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) Any retirement benefit allowances provided under Section 6.3(a) above are provided in the form of a cash payment paid directly to the eligible retiree.
- 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.
- 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.
- 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 employee shall pay their contribution to the system.

## **ARTICLE 7 LEAVES**

### **7.1 VACATION LEAVE**

- a) Employees 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 (5<sup>th</sup>) year through the twelfth (12<sup>th</sup>) 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) 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 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 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. An employee may use sick leave in accordance with the Personnel Code and state and federal law.
- c) Upon retirement or termination with satisfactory performance after five (5) years of service, each 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.

- d) Employees 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 c) above may select only one, which selection must be made prior to retirement and shall be irrevocable.

### **7.3 HOLIDAYS**

- a) 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, Employees shall receive a credit for five point zero eight (5.08) hours of Holiday Time Off (HTO) per pay period. Employees may accrue up to a maximum of one hundred and thirty two (132) HTO.

- b) HTO Accrual Cash Out:

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

Until December 31, 2027, in the pay period that includes December 13<sup>th</sup> 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 BEREAVEMENT LEAVE**

- 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.

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 ACTION PROCEDURES**

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

#### **8.1 LETTERS OF REPRIMAND**

- a) Any 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. 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 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
- (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 C to this MOU.

### **8.4 POST-DISCIPLINARY RIGHT OF APPEAL**

#### **a) Ten Days to File Appeal and Meeting with Human Resources**

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

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

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

Upon receipt of a timely request for an appeal hearing involving two-day suspensions or lesser discipline, the County Executive Officer or designee shall request a list of five arbitrators from the State Mediation/Conciliation Service (SMCS) to conduct an informal appeal hearing that complies with the Public Safety Officers 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 selected arbitrator shall hear the matter and render to the County Executive Officer a written advisory decision.

Within fifteen (15) calendar days after receipt of the arbitrator's written advisory decision, the 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.

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

**c) Suspension of Three (3) Days or Greater Discipline (Binding Arbitration)**

Upon receipt of timely request for an appeal hearing involving three-day suspensions or greater discipline, 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.

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

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

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

- 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 arbitrator.

- 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, including the arbitrator's fee, shall be shared equally by the parties. Costs individual to the parties, such as attorney fees, shall be borne by the party who incurs said costs.

## **8.5 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 (30<sup>th</sup>) day following the date on which the decision becomes effective or as otherwise required by law.

## **ARTICLE 9 LAYOFF**

Layoff procedures governing Association members are set forth at Section 20.2 of the Personnel Code.

## **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 employees. The County shall maintain uniforms for all full-time personnel of the Nevada County 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.

- 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 1 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 subsection (b) 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 subsection (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 subsection (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 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 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 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 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 Sheriffs patrol fleet at a high level of safety and operational effectiveness.

#### **11.5 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 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 DRUG TESTING**

- a) All employees in the 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 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 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 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 Association prior to such action and the County shall provide the Association with an opportunity to meet and confer within thirty (30) days after any determination of invalidity or service of a restraining order, in an attempt to arrive at a mutually satisfactory replacement for such article or section.

### **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, through June 20, 2028.

### DATED:

THE NEVADA COUNTY DEPUTY SHERIFFS COUNTY OF NEVADA, CALIFORNIA  
ASSOCIATION:

BY: \_\_\_\_\_  
LARRY MENTH  
Chief Negotiator for Deputy Sherriff's Association

BY: \_\_\_\_\_  
ALISON LEHMAN  
County Executive Officer (CEO)

BY: \_\_\_\_\_  
GALEN SPITTLER  
Deputy Sherriff's Association

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

BY: \_\_\_\_\_  
CONRAD BALL  
Deputy Sherriff's Association

BY: \_\_\_\_\_  
STEVEN ROSE  
Director of Human Resources

BY: \_\_\_\_\_  
OLIVIA RODRIGUEZ-SPILLNER  
Deputy Sherriff's Association

BY: \_\_\_\_\_  
PATRICK EIDMAN  
Assistant County Executive Officer (CEO)

BY: \_\_\_\_\_  
CHRIS LEWIS  
Deputy Sherriff's Association

**APPENDIX "A"**  
**CLASSIFICATIONS INCLUDED IN THE**  
**DEPUTY SHERIFFS ASSOCIATION BARGAINING UNIT**

CLASSIFICATION	DEPARTMENT
Deputy Sheriff I	Sheriff/Coroner-Public Administrator
Deputy Sheriff II	Sheriff/Coroner-Public Administrator
Deputy Sheriff Trainee	Sheriff Department



## APPENDIX "B"

Bargaining Unit _____	
Grievance Number _____	
RECEIVED BY _____	DATE _____
1st Step __ 2nd Step __ 3rd Step __	

# COUNTY OF NEVADA

## DSA GRIEVANCE FORM

1st Step - To: Department Head/Elected Official  
Re: DSA Grievance Procedure (Section 2.3 a and b) "The grievance initially shall be discussed with the immediate supervisor. The employee may be represented by their Union Representative. Within five (5) working days, the immediate supervisor shall give a decision or response. If an informal grievance [with the immediate supervisor] is not resolved to the satisfaction or the grievant, a formal grievance may be initiated with the Dept. Head. The formal grievance must be initiated within ten (10) workdays of the decision rendered in the informal grievance procedure [with the immediate supervisor.]"

Employee's Name

Job Title \_\_\_\_\_

Department Head/Elected Official's Name

Job Title \_\_\_\_\_

Employee's Department

Employee's Division \_\_\_\_\_

STATEMENT OF GRIEVANCE (include sections of MOU violated):

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Requested Remedy:

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Employee's Signature

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

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Department Head/Elected Official: “Within ten (10) days after the initiation of the formal grievance, the Dept. Head at the first level of appeal shall investigate the grievance and give a decision in writing to the parties.” 2.3 ©

Date Dept Head/Elected Official received grievance, and by what method (email, hand delivery, etc.)

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Date Dept Head/Elected Official initiated an investigation:

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Dept Head/Elected Official’s response: \_\_\_\_\_

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\_\_\_\_\_

\_\_\_\_\_

Dept Head/Elected Official’s Signature \_\_\_\_\_ Date \_\_\_\_\_

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(Continued on next page)

2nd Step - To: Human Resources Director  
Re: "If the Department Head's decision is not satisfactory, the grievant may appeal the decision in writing within ten (10) workdays to the Human Resources Director. The Human Resources Director shall respond in writing within ten (10) workdays to the parties. If the Human Resources Director determines that it is desirable, the Director shall hold conferences or otherwise investigate the matter." 2.3 d and e

Employee's Signature \_\_\_\_\_ Date \_\_\_\_\_

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Date Director of Human Resources received grievance, and by what method (email, hand delivery, etc.)

Human Resources Director's Response (To be made within ten (10) working days after receiving written grievance):

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Human Resources Director's Signature \_\_\_\_\_ Date \_\_\_\_\_

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3rd Step - To: County Executive Officer (County Board of Supervisor's Designee)  
Re: "If the Human Resources Director fails to respond in writing as provided, or if the response is not satisfactory, the grievant 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 grievant to take further action within the ten (10) working days after receipt of the written decision shall constitute an abandonment of the grievance. Upon receipt of an arbitration request, the County Executive Officer or designee shall order that the matter be heard by an arbitrator selected from a listing of arbitrators supplied by the State Mediation and Conciliation Service." 2.3 f and g

Employee's Signature \_\_\_\_\_ Date \_\_\_\_\_

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Received by County Executive Officer \_\_\_\_\_ Date \_\_\_\_\_

Referred to State Arbitrator \_\_\_\_\_ Date \_\_\_\_\_

Recommendation of State Arbitrator received \_\_\_\_\_ Date \_\_\_\_\_

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1.17.23 DSA MOU

**APPENDIX "C"**  
**COUNTY PERSONNEL CODE SECTION 18.3**

**18.3 DISCIPLINARY PROCEDURE**

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

**A. “Skelly” Notice of Proposed Disciplinary Action**

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

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

**B. Employee Response to Notice of Proposed Disciplinary Action**

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

If the employee requests a *Skelly* conference, the appointing authority or designee will conduct an informal meeting with the employee. During the informal meeting, the employee shall have the opportunity to respond to the charges against them including rebutting the charges and presenting any mitigating circumstances. The appointing authority will consider the employee’s presentation in determining the

final recommendation on discipline. The employee's failure to attend the conference, or to deliver a written response by the date specified in the *Skelly* notice, is a waiver of the right to respond, and the intended disciplinary action will be imposed on the date specified in the *Skelly* letter.

### **C. Final Notice of Discipline**

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

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

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

### **D. Administrative Leave Pending Disciplinary Action**

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

### **E. FLSA Compliance Regarding Application of Suspension to Exempt Employees**

For compliance with the Fair Labor Standards Act as it pertains to salaried, exempt employees and except for employees assigned to the Deputy District Attorneys' and Deputy Public Defenders' Unit, attorneys assigned to County Counsel's Office, and

the County Executive Officer, an exempt employee who is to be suspended pursuant to this Section shall be suspended for periods consisting of one or more full workweeks, except that suspension for less than a full workweek may be imposed for infractions of safety rules of major significance.