

MEMORANDUM OF UNDERSTANDING



COUNTY OF NEVADA
AND
~~MANAGEMENT EMPLOYEES' UNIT~~
~~REPRESENTED BY THE~~
THE NEVADA COUNTY MANAGEMENT
EMPLOYEES' ASSOCIATION

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

TABLE OF CONTENTS

SECTION	PAGE
PREAMBLE	4
ARTICLE 1 RECOGNITION	
A. Recognition	4
ARTICLE 2 SPECIAL ALLOWANCES <u>SALARIES</u>	
A. Regular Salaries	4
ARTICLE 3 SPECIAL ALLOWANCES	
A. Truckee Differential	5
B. Bilingual Pay Differential	5
C. Longevity Differential	5
D. Acting Temporary Pay	6
E. Special Project Pay	6
F. Tuition Reimbursement	6
G. <u>Uniforms</u>	9
G.H. <u>Work / Safety Footwear</u>	
ARTICLE 4 LEAVE PROGRAM	
A. Personal Leave Program (PLP)	9
B. Vacation Leave	10
C. Personal Leave Program/Vacation Cash-out	10
D. Sick Leave	11
E. Administrative Leave	12
F. Holiday Leave	12
G. <u>Bereavement Leave</u>	

ARTICLE 5 HEALTH AND WELFARE BENEFITS

A.	Authority, Health Benefits Committee <u>Miscellaneous Provisions</u>	13	
B.	Eligibility	14	
C.	Employee Health Coverage Package	14	
D.	Cafeteria Plan <u>Allowance</u>		14
E.	Life Insurance	16	
F.	Coverage-Leave of Absence	17	
G.	State Disability Insurance	17	
H.	Long-Term Disability Benefit	17	

ARTICLE 6 RETIREMENT PROGRAMS

A.	Authority	17
B.	Eligibility	18
C.	Retiree Coverage and Contribution Rate	18
D.	457 Plan	19
E.	Retiree Health Coverage	19
F.	Retiree Benefit Allowance	19

ARTICLE 7 LAYOFF

A.	Layoff	21
B.	Order of Layoff	21
C.	Seniority	21
D.	Performance	22
E.	Interdepartmental Transfers	23
F.	Employees Formerly Under Merit Systems	23
G.	Notice of Layoff	25
H.	Re-Employment List	25

ARTICLE 8 DISCIPLINE, DISCHARGE AND REPRIMANDS

A.	<u>Discipline, Discharge and Reprimands</u>	<u>25</u>
----	---	-----------

ARTICLE 9 GRIEVANCE PROCEDURE

A.	Grievance Procedure	25
----	---------------------	----

ARTICLE 810 GENERAL PROVISIONS

A.	Alteration	25
B.	Severability	25
C.	Implementation	25
D.	Duration	26
	Signature Page	26

PREAMBLE

This MEMORANDUM OF UNDERSTANDING, hereinafter referred to as the MOU~~the Agreement~~, is entered into by and between the COUNTY OF NEVADA, hereinafter referred to as the County, and the NEVADA COUNTY MANAGEMENT EMPLOYEES' ASSOCIATION, hereinafter referred to as MEA or the Association, for the~~has as its purpose of the establishment of establishing~~ an equitable and peaceful procedure for the resolution of differences and the establishment of establishing rates of pay, hours of work, and other terms and conditions of employment for employees of in the Management Employees' MEA bargaining unit.

ARTICLE 1 RECOGNITION

A. RECOGNITION

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

ARTICLE 2 SALARIES

A. REGULAR SALARIES

1. COLA/General Adjustment/Equity Adjustments:

- a. Year 1: Effective in the first full pay period of July 202~~5~~², all employees will receive a ~~three-two~~ percent (3~~2~~²%) COLA adjustment plus a two percent (2%) market equity adjustment for a total of ~~five-four~~ percent (5~~4~~⁴%) for all bargaining unit employees.
- b. Year 2: Effective in the first full pay period of July 202~~6~~³, all employees will receive a ~~two-three~~ percent (2~~3~~³%) COLA adjustment and ~~three-one~~ percent (3~~1~~¹%) market equity adjustment for a total of ~~five-four~~ percent (5~~4~~⁴%) for all bargaining unit employees.
- c. Year 3: Effective in the first full pay period of July 202~~7~~⁴, all employees will receive a ~~three-two~~ percent (3~~2~~²%) COLA adjustment and ~~two-one and one-half~~ percent (2~~1.5~~⁵%) market equity adjustment for a total of ~~five-three and one-half~~ percent (5~~3.5~~⁵%) for all bargaining unit employees.

2. Classification Specific Adjustments:

~~2.~~ In addition to the adjustments in Section (A)(1) above, effective in the first full pay period of July 2027, employees in the following classifications will receive a one and one-half percent (1.5%) market equity adjustments shall be provided as specified in Appendix A: Managing Accountant Auditor, Principal Accountant Auditor, Chief Appraiser, Assistant District Attorney, and Assistant Public Defender.

~~3. — These changes only apply to regular bargaining unit employees.~~

ARTICLE 3 SPECIAL ALLOWANCES

A. TRUCKEE DIFFERENTIAL

In addition to the compensation enumerated in this ~~Agreement~~ MOU, ~~there shall be paid the County pays~~ 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.

B. BILINGUAL PAY DIFFERENTIAL

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

C. LONGEVITY PAY DIFFERENTIAL

1. Each ~~regular employee of the Management Employees' Bargaining Unit~~ with ten (10) or more years of regular Nevada County Service service shall receive a 2-1/22.5% pay differential. ~~The said differential shall begin to accrue on the employee's salary~~

~~anniversary date immediately following the close of the tenth-year reporting period.~~

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~~ remains in effect.

2. ~~Effective July 1, 2017, this The Longevity pay~~ differential ~~shall be~~ is effective on the first day of the pay period following the tenth-year anniversary date the employee commenced working for the County.
3. Human Resources ~~shall~~ will notify the Department Head when an employee becomes eligible for longevity pay differential and ~~shall~~ will ensure the increase is processed.

D. ACTING TEMPORARY PAY

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

E. SPECIAL PROJECT PAY

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

F. TUITION REIMBURSEMENT

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

(4) Duplicate training which the employee has previously received.

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

- c. The ~~County Executive Officer~~CEO or designee ~~shall~~ evaluates the recommendation within ten (10) days and ~~shall~~ makes final approval or denial.
 - d. Approval for reimbursement ~~will be~~ is contingent on employee's agreement to the terms in the "Nevada County Tuition Reimbursement/Education Assistance Agreement." A copy of this Agreement is found at **Attachment A**. Notwithstanding the foregoing, if, within five (5) years of the date of successful completion of the course(s), the employee separates from employment with the County for any reason other than disability, death, layoff, or other compelling circumstance approved by the CEO, the employee must repay the County the full amount the County paid to the employee for tuition reimbursement. Additionally, any employee who obtains a graduate or doctoral degree using tuition reimbursement, upon completion of their degree, will have one-third (1/3) of their tuition forgiven upon each year of service after graduation at 33% prorated repayment. Employees will not owe the County a repayment upon serving for three (3) full years after graduating.
 - e. Upon completion of an approved course(s), the employee ~~shall~~ must obtain from the institution certification of fees paid and grade received and send certification to the Human Resources Director's Office as soon as possible. Fees paid ~~shall~~ must be itemized on a standard Nevada County Claim Form. The receipt ~~shall~~ must accompany the Claim Form with pertinent information including the signature of the Department Head and employee's signature. The employee ~~shall~~ must also evaluate the course on the form provided by the Human Resources Director's Office and send the evaluation to the Human Resources Director's Office through normal supervisory channels. ~~All books for which reimbursement is claimed shall be delivered to the Human Resources Director's Office prior to payment of any claim for reimbursement on such item(s), and said books shall become the property of the County.~~
6. Where a ~~d~~Department ~~h~~Head establishes that there is a need for specialized training of employees for the purpose of expanding the capabilities of the department or to keep the department current with respect to changes in the law or the field relevant to that department, the ~~d~~Department ~~h~~Head is hereby authorized to enter into a contract with the candidate for specialized training. Said contract may provide for a commitment of a specified period of time, which the employee agrees to remain in County employment after the specialized training. If the employee terminates employment voluntarily within that period of time, the contract may provide for an amount either in whole or on a reducing scale over time which the employee will be required to reimburse the County for the benefits received by the employee as a result of the specialized training.

Said contract ~~shall~~ must be submitted to the ~~County Executive Officer~~EO for approval prior to signing by either the ~~d~~Department ~~h~~Head or the candidate for specialized training.

G. UNIFORM ALLOWANCE

- a) The County ~~shall reimburse all full-time~~ Correctional ~~Lt. employees~~ Lieutenants who are required to wear uniforms for existing uniforms, up to three sets of uniforms.
- b) The County ~~shall provides and maintains uniforms for all full-time~~ Correctional ~~Lt. personnel of the Nevada County Sheriff's Department~~ Lieutenants as needed and prescribed by the Sheriff in lieu of a monthly cleaning and upkeep allowance.
- c) The County provides a uniform allowance of \$19.90 per pay period for Correctional Lieutenantst. bargaining unit members. The County ~~shall maintains uniforms for Correctional Lieutenants for all full-time personnel of the Nevada County Sheriff's Office~~ in lieu of the monthly cleaning and upkeep allowance.

H. WORK / SAFETY FOOTWEAR

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

Classifications eligible for this reimbursement:

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

ARTICLE 4 LEAVE PROGRAM

A. PERSONAL LEAVE PROGRAM (PLP)

1. Effective in the first full pay period after adoption of this MOU by the Board of Supervisors, in lieu of accruing vacation and sick leave, MEA bargaining unit regular employees of the Management Employees' Bargaining Unit hired after January 1, 2000 (including County employees who move into the Management Employees' Bargaining Unit from another bargaining unit) shall participate in the Personal Leave Program and shall accrue Personal Leave in accordance with the following schedule:
 - Years 0 through five, 165-189 hours per year
 - Years six through ten, 192-216 hours per year
 - Years eleven plus, 200-224 hours per year
2. Current members of this unit Employees may accrue a maximum 450 hours of Personal Leave total under the Personal Leave Program (PLP).
3. Use of Personal Leave is governed by the Personnel Code. Regular employees who are on probationary status shall be permitted to accrue and utilize vacation leave subject to restrictions currently applicable to non-probationary regular employees. Current vacation accrual rates shall not be affected
3. ~~_____ hereby.~~
4. ~~_____ Those members of the Management Employees' Bargaining Unit who elected to stay with the vacation and sick leave programs are not eligible for the Personal Leave Program.~~

B. VACATION LEAVE

1. MEA members bargaining unit employees do not accrue vacation leave. However, MEA member employees who have existing vacation leave balances upon entering the bargaining unit, or who have existing vacation leave balances dating back to before the establishment of the PLP, may maintain those balances and use such hours consistent with the provisions on vacation use in the Personnel Code and the cash out provision in Section (C) below. Those members of the Management Employees' Bargaining Unit who elected to continue to accrue vacation time are not eligible for the Personal Leave Program. Regular employees of the Management Employees' Bargaining Unit assigned to the normal forty (40) hour work week shall accrue vacation leave at the rate of ten (10) hours for each full calendar month of service during the first four (4) years of employment, at the rate of twelve (12) hours for each full calendar month of service from the beginning of the fifth (5th) year through the tenth (10th) year of employment, and at the rate of 13.334 hours for each full calendar month of service in excess of ten (10) years. An employee assigned to the Management Employees' Bargaining Unit may accumulate up to 320 hours of vacation credit.
2. ~~_____ For those employees who previously elected to participate in the Personal Leave Program, all current sick leave shall be set aside, no further accruals will occur, and~~

employees shall continue to have access to their vacation leave until all leave has been utilized.

3. ~~No further accruals shall occur to the retained sick leave balance.~~

C. PERSONAL LEAVE ~~PROGRAM~~ VACATION CASH-OUT

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

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

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

D. SICK LEAVE

1. ~~MEA members~~MEA bargaining unit employees do not accrue sick leave. However, MEA member~~employees who have existing sick leave balances upon entering the bargaining unit, or who have existing sick leave balances dating back to before the establishment of the PLP, may maintain those balances and use such hours consistent with the provisions on sick leave use in the Personnel Code.~~

1. ~~For those MEA member~~employees with accrued sick leave, 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.

2. ~~Employees of the County assigned to work weeks in excess of the regular forty (40) hours shall accumulate sick leave at the equivalent to the above, correlated to their regular weekly hours of work.~~

3. ~~Part-time appointments to regularly authorized positions shall accrue sick leave on a pro rata basis.~~

4.2. ~~Sick leave may be converted at separation subject to the below~~following conditions: conversion:

- a. Upon retirement or termination with satisfactory performance after ten (10) years of service, ~~each regular an~~ employee ~~shall be~~ paid thirty-five percent (35%) 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 separation~~ by the hourly wage rate of the range and step to which the employee is assigned. (RESO. 86-473)
- b. County has adopted CalPERS Section 20965 benefit, Credit For Unused Sick Leave, in accordance with Government Code section 20965. Upon retirement, ~~each regular an~~ employee may use (100%) of the value of all unused, accrued sick leave to convert to CalPERS service retirement credit.

An employee who is otherwise eligible for either of the two-above described benefits may select only one, which selection must be made prior to retirement and ~~shall be~~ irrevocable.

5. ~~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.~~
6. ~~An employees may utilize their allowance of sick leave when unable to perform their work duties by reason of illness or injury, including maternity, necessity for medical or dental care, exposure to contagious disease under circumstances by which the health of the employees with whom associated, or member of the public necessarily dealt with, would be endangered by the attendance of the employee. An employee may utilize sick leave in accordance with the Personnel Code and state and federal laws.~~
7. ~~A certificate from a regularly licensed practicing physician may, at the discretion of the Department Head or supervisor, be required if absence from duty by reason of sickness extends beyond the period of four (4) working days, or such lesser period of time as may be required by the appointing authority if such appointing authority has reason to believe that an employee is not adhering to the aforestated restrictions on sick leave usage. The certificate shall be filed with the County Auditor with copies to the employee's department and the Human Resources Department.~~

E. ADMINISTRATIVE LEAVE

1. ~~Exempt employees shall with over 6 months of County service receive 40 annual hours of annual administrative leave annually for any employee with over 6 months of county service. Such Administrative leave shall be separate from and in addition to regular vacation leave or and PLP. An employee shall be allowed to may accrue a maximum of 80 hours of administrative leave. At separation from County service, Leave Administrative leave in excess of this amount shall be paid off out at the employee's regular rate.~~

2. Additional administrative leave may be granted when exempt employees are required to work extraordinary amounts of overtime. Extraordinary can include both special project work and aggregate hours associated with an employee's regular assignment. Employees working such overtime may request additional administrative leave which may be approved by the employee's Department Head and the ~~County Executive Officer~~CEO. Additional administrative leave must be used within the fiscal year in which it is granted.

F. HOLIDAY LEAVE

1. ~~1. Each regular employee in the County service~~Employees shall be entitled to eight (8) hours ~~of paid time off compensation for on each of~~ the following designated holidays:
 - a. January 1st;
 - b. The third Monday in January, known as "Martin Luther King Jr.'s Birthday";
 - c. The third Monday in February;
 - d. The last Monday in May;
 - e. July 4th;
 - f. The first Monday in September;
 - g. The second Monday in October;
 - h. November 11th, known as "Veteran's Day";
 - i. Thanksgiving Day, designated as the fourth Thursday in November;
 - j. The Friday immediately following Thanksgiving Day;
 - k. December 25th;
 1. Every day designated by the President or Governor for a public fast, thanksgiving, or holiday and approved by the Board of Supervisors;
2. ~~m. Two~~In addition, employees annually accrue ~~three~~ (3) floating holidays which may be taken at any time mutually agreed upon by the employee and the appointing authority. Employees ~~shall cannot 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 30th), at the beginning of the next fiscal year (July 1st) the employee will only be eligible to receive floating holiday credits up to the maximum floating holidays they are eligible for in the new fiscal year (e.g., if an employee is eligible for ~~23~~ floating holidays (~~1624~~ hours) and ~~have has~~ 4 hours of floating holiday credits on June 30th, then ~~he/she will only be allowed to have 1220~~ hours will be credited into their floating holiday account on July 1st for the entire fiscal year).
1. ~~An employee with more than ten (10) years of service shall receive an additional floating holiday, which may be taken at any time during the year.~~
- 2.3. When a holiday specified herein falls on Saturday, the proceeding Friday ~~shall be~~is observed as a holiday. When a holiday falls on a Sunday, the following Monday ~~shall be~~is observed as a holiday. When a holiday falls on an employee's regular day off,

which is other than the observed Saturday or Sunday, the following workday ~~shall be~~ observed as a holiday.

4. To be eligible for ~~a paid holiday~~ time off on a designated holiday ~~the "holiday time"~~, an employee must work on the regular work day before and the regular work day after a ~~paid~~ the holiday or be on an approved paid leave of absence during these times in order to receive pay for the holiday. Approved paid leave of absence is defined as paid personal leave, paid sick leave, paid vacation, paid floating holiday, or paid authorized leave of absence. Any exception to the foregoing ~~shall will~~ be for good cause, only, and ~~shall~~ requires the approval of the ~~County Executive Officer~~ CEO whose decision ~~shall be~~ is final.

G. BEREAVEMENT LEAVE

1. Upon the death of a family member, an employee may use up to ten (10) days of any accrued paid leave that is otherwise available to the employee.
2. For purposes of this section "family member" is defined as spouse, child, parent, sibling, grandparent, grandchild, domestic partner, parent-in-law, sibling-in-law, grandparent-in-law, or another relative residing in the employee's immediate household.
3. Days of bereavement leave need not be consecutive, but must be completed within three (3) months of the date of the death of the family member.
- ~~1.4.~~ If requested by the County, the employee, within 30 days of the first day of the leave, must provide documentation of the death of the family member. As used in this subdivision, "documentation" includes, but is not limited to, a death certificate, a published obituary, or written verification of death, burial, or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or governmental agency. The County maintains such documentation as confidential; such documentation will not be disclosed except to internal personnel or counsel, as necessary, or as required by law.

ARTICLE 5 HEALTH AND WELFARE BENEFITS

A. AUTHORITY, HEALTH BENEFITS COMMITTEE MISCELLANEOUS PROVISIONS

1. This section delineates briefly the various insurance programs available to Nevada County employees, as provided by the County of Nevada or by contract or agreement between the County of Nevada and certain insurance carriers. Nothing contained herein ~~shall will~~ be deemed to amend or affect any portion or provision of any contract

or agreement, but, instead, this Section ~~shall will~~ be construed only as a general description of certain insurance benefits available.

2. The County may select programs at its discretion provided all benefits are equal to or better than those provided on the effective date of the ~~agreement~~ MOU.
3. ~~This section shall does not 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 any other section of the agreement MOU to meet and confer prior to implementing any insurance benefit changes, and the County will give consideration to any recommendations of the Health Benefits Committee (made up of representatives of all employee units, Human Resources and the County's insurance consultant) prior to making any changes.~~
4. ~~Additionally, t~~ This section ~~shall will~~ not be construed to impose upon the County any requirement to meet and confer prior to implementing any health benefits changes where such requirement does not otherwise exist.

B. ELIGIBILITY

1. Any ~~regular~~ employee working fifty percent (50%) or more of a full-time schedule ~~shall be~~ is eligible to enroll themselves and their eligible dependents (when applicable) in the County's health and welfare benefits plans. in any health insurance or life insurance plan currently authorized for the Management Employees' bargaining unit. Eligible dependents of the employees shall be eligible to enroll in the hospital, major medical, dental and life insurance programs.
2. ~~All n~~ New employees are eligible for the Employee Health Coverage options only.

C. EMPLOYEE HEALTH COVERAGE PACKAGE

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

D. CAFETERIA PLAN ALLOWANCE

1. ~~During the term of the MOU, t~~ The County ~~agrees to~~ maintains a Cafeteria Plan, pursuant to Section 125 of the Internal Revenue Code, for the purpose of providing eligible active employees with access to various health and welfare benefits. Benefits

available through the Cafeteria Plan include medical insurance, dental insurance, vision insurance and life insurance benefits.

- ~~2. Eligible employees shall have the option of choosing all available coverage or, upon proving other coverage in a group plan providing minimum essential coverage, an employee may choose to opt out of health coverage and the County shall pay the employee \$300 dollars per month. Employees may still opt to enroll in the dental/vision bundle without having County sponsored health insurance.~~

~~2.~~ 4. Active Employee and Dependent Health Benefit Coverage:

- a. Employee Coverage: The County shall provide to all eligible County employees an amount equal to 100% of the employee only cost for the least expensive health insurance plan available to County employees, including Dental and Optical coverage, inclusive of the CalPERS required (PEMHCA) contribution.

- ~~a.b.~~ Medical Insurance: Employees participating in "Employee only" coverage receive a Cafeteria Plan Allowance equal to the medical premium cost for the plan chosen by the employee, or the average premium cost of all health plans offered in CalPERS Region 1 (excluding out of state plans), whichever is less, minus the amount of the County's contribution towards medical insurance set forth in Section (D)(1) above. The County contribution towards medical benefits for "Employee plus one" coverage and "Employee plus two or more" coverage is equal to the medical premium cost for the plan chosen by the employee or eighty percent (80%) of the average premium cost of all health plans offered in CalPERS Region 1 (excluding out of state plans), whichever is less, minus the amount of the County's contribution towards medical insurance as set forth in Section (D)(1).

- ~~b. 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, the County and MEA may reopen on any impacts and effects.~~

~~3.~~ 5. Active Employee and Dependent Dental and Optical Benefit Coverage:

- a. Dental Enhanced Basic Plan:

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

b. Vision Enhanced Basic Plan:

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

- c. Dental and Vision: The County pays 100% of the premium cost for dental and vision plans for the “Employee Only” level of coverage. The County pays eighty percent (80%) of the premium cost for dental and vision plans for “Employee plus one” and “Employee plus two or more” levels of coverage.

4. 6. Rural Health Subsidy

- a. —Employees who live in the Truckee area who elect medical insurance coverage will receive the same benefit as stated in items 1 through 3 as stated Section (D)(1) through (3) above, however, the County contribution for the benefit shall will be based on the least expensive medical insurance plan available to the County in the Truckee area, which currently is a PPO plan.
- b. In addition, Truckee employees who are not eligible to participate in an HMO are eligible to be reimbursed annually under the Rural Health Subsidy. Reimbursement amounts are up to \$1,500 per employee or \$3,000 for an employee and dependent(s). The subsidy may be used for reimbursements for covered medical expenses as determined by the PPO plan's Evidence of Coverage.
- c. Employees will be reimbursed for receipted out of pocket medical expenses during the calendar year in which they were incurred and not reimbursed under any other plan.
- d. Reimbursements for expenses incurred under the Rural Health Subsidy will be available through the following methods:
- a.i. Employees will be issued a debit card to use at providers for out-of-pocket expenses under the plan. The debit card is programed for eligible expenses only.
- b.ii. Employee may submit receipts to the County's third-party vendor for verification and reimbursement. This can be done via email, phone app, mail or scan.

- ~~e.iii.~~ Employees have the option of direct deposit for their reimbursement.
- ~~d.iv.~~ Employees will be able to view all transactions and their status via an on-line portal.
- ~~i.c.~~ Should If an HMO option becomes available for Truckee employees, the Truckee employees ~~shall will~~ be reimbursed the same as all other County employees as described in ~~sections 1 through 3~~ Section (D)(1) through (3) above and the Rural Health Subsidy ~~shall will~~ be discontinued.
- ~~ii.f.~~ Should If the HMO option becomes unavailable for all County employees, the Truckee employees will be reimbursed the same as all other County employees as described in numbers 1 through 3 above and the rural Health Subsidy ~~shall will~~ be discontinued.
- ~~iii.~~ Should If the HMO option becomes unavailable for all County employees, the County ~~agrees to and the MEA will~~ meet and confer over the effects of such a change.

Effective January 1, 2023, the following benefits provisions replace paragraph 4b above:

- ~~— B. Medical Insurance: Employees participating in employee-only coverage 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 D(1) above. The County contribution towards medical benefits for "Employee plus one" coverage and "Employee plus two 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 D (1) of this Article.~~
- ~~iv. Dental and Vision: The County will pay 100% of the premium cost for dental and vision plans for the "Employee Only" level of coverage. The County will pay eighty percent (80%) of the premium cost for dental and vision plans for "Employee plus one" and "Employee plus two or more" levels of coverage.~~
- ~~v.5.~~ Payroll Deduction: Premium amounts for medical, dental, and vision coverage elections above the amounts provided by the County in this Article ~~shall beare~~ paid by the employee through payroll deductions.
- 6. Opt-Out: Employees who opt out of medical insurance coverage and who provide sufficient proof of minimal essential coverage shall beare paid three hundred dollars (\$300) dollars per month. Employees may still opt to enroll in the dental/vision bundle without having County-sponsored medical insurance.

E. LIFE INSURANCE

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

F. COVERAGE-LEAVE OF ABSENCE

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

G. STATE DISABILITY INSURANCE

Employees ~~covered by this Memorandum of Understanding shall in the MEA bargaining unit~~ participate in and pay for the SDI plan through payroll deductions and ~~will be~~are eligible for benefits as determined by the procedures of the EDD.

The County ~~shall augment~~s the amount of SDI benefits ~~being~~ received by an amount sufficient to provide the employee with a gross biweekly salary equal to the employee's normal biweekly base salary. The ~~afore-stated~~ augmentation to SDI ~~shall is~~be made from sick leave balance, CTO balance, PLP balance and vacation balance, in that order until exhausted. Upon exhaustion of leave balances as provided herein, the employee's status ~~shall be~~is determined in accordance with provisions of the Personnel Code as they pertain to leaves of absence. Notwithstanding anything to the contrary, ~~each an~~ employee absent from work and receiving SDI benefits ~~shall be required to~~must utilize accrued leave balances to augment SDI benefits as provided ~~in by the Nevada County~~ Personnel Code.

H. LONG-TERM DISABILITY BENEFIT

The County ~~shall provide~~s ~~Correctional Lieutenants to the employees in this unit in the Correctional Officer series and Probation Program Managers with~~ a long-term disability (LTD) benefit plan ~~as soon as possible~~. Once Calif PERS safety retirement benefits are implemented for the above-mentioned employees classifications, the County ~~shall will~~ cease paying for the LTD benefit and the affected employees ~~shall will~~ determine whether or not to continue the benefit at their expense.

ARTICLE 6 RETIREMENT PROGRAMS

A. AUTHORITY

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

B. ELIGIBILITY

1. Social Security. All ~~regular~~ employees ~~shall~~ will be members of the Social Security System, unless otherwise provided by law.
2. California Public Employees' Retirement System (CalPERS). ~~Regular employees holding positions in the County Service Employees~~ shall ~~will~~ be members of the ~~CalPERS Public Employees' Retirement System~~, as provided by the terms of the contract in effect between the County and ~~the Public Employees' Retirement System~~ CalPERS.
~~Regular employees working less than one-half (1/2) time shall not be eligible to enroll in the Public Employees' Retirement System, unless otherwise provided by law, contract, or direction of the Board of Supervisors.~~

C. RETIREE COVERAGE AND CONTRIBUTION RATE

1. The type of coverage and amount of employee contribution ~~shall be~~ is established in accordance with this ~~Agreement~~ MOU and the contract between the County and ~~the Public Employees' Retirement System (CalPERS)~~.
2. Miscellaneous Plan

Miscellaneous Tier I: PERS Classic Employees ~~hired~~ Hired on or before ~~Before~~ December 13, 2012. Tier I Classic Miscellaneous Employees are enrolled in the ~~Effective July 1, 2006, the County adopted the 2.7% at 55 modified retirement plan formula.~~ The County contributes on behalf of all covered employees their contribution at the established rate of 8% of monthly base salary received in excess of \$133.33. Effective July 6, 2014, employees shall contribute 7.407% towards the employer share of the PERS contribution.

~~Effective the first full pay period following July 1, 2015, employees shall contribute 9.407% towards the employer share of the~~ CalPERS contribution.

~~Effective the first full pay period following July 1, 2016, e~~ Employees shall contribute 10.585% of their pensionable compensation to Cal ~~towards the employer share of the PERS contribution.~~

Miscellaneous Tier II: PERS Classic Employees ~~H~~ hired after December 13, 2012, and before January 1, 2013. Tier II Classic Miscellaneous Employees, are enrolled in the

2% at @60 formula. Effective July 2, 2017, eEmployees shall contribute the 7.0% of their pensionable compensation to employee contribution to CalPERS.

Miscellaneous Tier III: PERS "PEPRA" Employees hHired on or after After January January 1, 2013. Tier III PEPRA Miscellaneous Employees are enrolled in the 2% at@ 62 formula. Effective July 2, 2017, eEmployees shall contribute one half (1/2) of the Total Normal Cost (as determined annually by CalPERS) rate of their pensionable compensation to CalPERS.

3. Safety Plan

Safety Tier I: Classic Employees Hired Before July 24, 2011. Tier I Classic Safety Employees are enrolled in the 3% at 50 formula. Employees shall contribute 9% of their pensionable compensation to CalPERS.

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

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

The County agrees to add safety retirement for the Probation Program Manager classification with the goal to implement as soon as administratively feasible following July 1, 2025.

2.4. The County has adopted the CalPERS optional death benefit-Section 21548, Pre-Retirement Optional Settlement 2 Death Benefit, in accordance with Government Code section 21548.

3.5. The eEmployees in this the MEA bargaining unit are eligible for the CalPERS-Section 21540.5 Special Death Benefit, in accordance with Government Code section 21540.5.

4.6. Credit For Unused Sick Leave - Employees of in the MEA bargaining unit shall beare eligible for the CalPERS Section 20965benefit, Credit for Unused Sick Leave, in accordance with Government Code section 20965.

5.7. Employer Paid Member Contributions (EPMC) - Employees of thisin the MEA bargaining unit who are eligible for this benefit under the law have the benefit of EPMC in accordance with Government Code Ssection 20636(c)(4), in that the full monetary value of employer-paid member contributions (EPMC) paid to CalPERS shall beis reported as compensation on behalf of all eligible unit members.

6.8. Social Security - Each regular employee shall pays his/her contribution to the system.

D. 457 PLAN

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

E. RETIREE HEALTH COVERAGE

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

F. RETIREE BENEFIT ALLOWANCE

1. Employees Hired Prior to July 1, 2000

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

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

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

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

- a. Individuals who have served between 0 and 19 years of consecutive service with the County are not eligible to receive any benefit allowance under this Section. They are entitled only to the CalPERS required premium (PEMHCA minimum) described in Section (F)(1)(e) above.
- b. Individuals who have ~~served~~ 20+ years of cumulative eligible service with the County will receive a monthly retirement benefit allowance in an amount equal to 100% of the least expensive health insurance plan available to the County, less the PEMCHA minimum described in Section (E) above.

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

3. Employees Hired On or After July 1, 2022

Employees hired on or after July 1, 2022, and who retire from the County ~~will not be eligible to receive~~ are ineligible for any retirement benefit allowance provided for under sSection (F)(1) or (2) above. They will be eligible only for the PEMCHA minimum described in sSection (F)(1)(c) above.

4. Medical Supplemental Insurance

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

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

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

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

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

8. Retired Nevada County Employees who return to work shall do not lose retiree benefits upon return to retirement.

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

**ARTICLE 7
LAYOFF**

A. LAYOFF

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

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

B. ORDER OF LAYOFF

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

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

C. SENIORITY

For the purpose of applying this Section, only, seniority ~~shall be~~is defined as the total number of calendar days an employee has been employed in a regular or temporary capacity and on active pay status in the classification of the employee or group of employees subject to layoff or bumping, except that in the case of a regular employee, approved leave of absence with or without pay ~~shall also count~~s as time worked on active pay status. Time worked in another classification of equal or greater pay grade and within the same series ~~shall count~~s as time worked within the classification of the employee or group of employees subject to layoff or bumping. Seniority ~~shall does not~~includes any period during which an employee was (1) on leave without pay for disciplinary reasons or

(2) not actually in County employment because of his or her voluntary termination, layoff, or other cause; provided, that for any employee who is re-employed after being discharged for cause or any probationary employee discharged during the probationary period, seniority ~~shall~~ does not include any time worked prior to his or her succeeding appointment.

D. PERFORMANCE

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

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

1. All employees within the classification of a position which is being abolished whose annual or final probationary performance report, which is at least 90 days old, was less than overall "outstanding" ~~shall be~~ are laid off before any employee in the same classification whose most current annual or final probationary performance report, which is at least 90 days old, was overall "outstanding." Within this group, a less senior employee ~~shall be~~ is laid off before an employee with more seniority.
2. Whenever it becomes necessary to lay off employees whose annual or final probationary performance report, which is at least 90 days old, was overall "outstanding", the said layoffs ~~shall occur~~ in an order determined by the appointing authority, based on his/her assessment of the affected employees' overall ability and willingness to perform.
3. Except as otherwise provided, any employee who has been displaced as a result of the application of the provisions of this Section ~~shall be permitted to may~~ exercise bumping rights into a lower classification within the same classification series and within the same department or into the last position in which the employee held regular status and within the same department from which the employee is being displaced. If an employee ~~should elects~~ to exercise his/her bumping rights as provided herein then such employee ~~shall be~~ is judged against all employees within the said lower classification in accordance with the foregoing methodology, giving proper weight to the factors of performance and seniority. Such bumping right must be exercised within ten (10) days of the date of layoff notice.

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

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

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

E. INTERDEPARTMENTAL TRANSFERS

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

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

F. EMPLOYEES FORMERLY UNDER MERIT SYSTEMS

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

1. The names of employees who occupy a Merit position on January 30, 2016, will be listed ~~on~~ quarterly by Human Resources, indicating Merit seniority points as of this date using Local Area Personnel Standards' section 17510; these points will be "frozen" for future seniority calculation purposes. This list will be updated quarterly and provided to the Association and at other times upon request.
2. When a reduction in force occurs, seniority for employees will be determined on the following basis:
 - a. For this Section only, seniority ~~will be~~ is defined as the total number of Merit points plus calendar days an employee has been employed after January 30, 2016 in a regular or temporary capacity and on active pay status in the classification of the employee or group of employees subject to layoff or bumping, except that in the case of a regular employee, approved leave of absence with or without pay ~~shall also count~~ as time worked on active pay status. Time worked in another classification of equal or greater pay grade and within the same series ~~shall count~~ as time worked within the classification of the employee or group of employees subject to layoff or bumping. Seniority ~~shall does~~ not include any period during which an employee was on leave without pay for disciplinary reasons or not actually in County employment because of his or her voluntary termination, layoff or other cause; provided that for any employee who is re-employed after being discharged for cause or any probationary employee discharged during the probationary period, seniority ~~shall does~~ not include any time worked prior to his or her succeeding appointment.

- b. For this Section only, former Merit employees who, after January 30, 2016, transfer, promote, demote or otherwise depart from any previously defined Merit position in either Social Services or Child Support Services will have their names removed from the list unless the transfer, promotion or demotion is also to a previously defined Merit position. Seniority from the point of removal will be calculated based upon Personnel Code Section 20.1 (a) and (b) and other applicable provisions of this MOU.
 - c. For this Section only, if a former Merit employee transfers or promotes to a position in the same job series, his/her name ~~shall will~~ remain on the list provided to MEA, however, additional "frozen" Merit points will not be added.
 - d. Layoffs ~~shall will~~ be made by classification and by department in accordance with the following procedure and in the following order:
 - i. If an employee on the list has received an "outstanding" performance rating on his or her last two regularly scheduled written performance reports, twelve (12) additional "frozen" points ~~will be~~ added to those on the list for the purpose of calculating total seniority at the time of a layoff.
 - ii. A less senior employee ~~shall be~~ laid off before an employee with more seniority.
 - iii. Except as otherwise provided, any employee who has been displaced as a result of the application of the provisions of this Section ~~shall be permitted to may~~ exercise bumping rights into a lower classification within the same classification series and within the same department or within a previously held Merit classification or Merit department. If an employee ~~should elects~~ to exercise his/her bumping rights as provided herein, then such employee ~~shall be~~ judged against all within the said lower classification in accordance with the foregoing methodology. Such bumping rights must be exercised within ten (10) days of layoff notice.
 - iv. When two or more employees have the same seniority, the tie ~~shall be~~ broken in the following sequence: employee with the greatest seniority in the class in which the layoff is being made and in higher level classes; employee with the greatest seniority in the department of layoff; employee with the greatest seniority in the County.
 - v. If this method of breaking ties in seniority results in a tie, the order of layoff ~~shall be~~ determined by lot drawn by the Director of Human Resources.
 - vi. Any employee bumped pursuant to Section (F)(2)(d)"(iii)" above, ~~shall be permitted to may~~ exercise bumping rights into an existing lower classification within the same series and within the same department, where applicable, without loss of "frozen" Merit points on the list.
3. The provisions of Article 7, Section (D)-(1)" and "(2)" will not be used for determining the layoff of an employee on the list.

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

G. NOTICE OF LAYOFF

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

H. RE-EMPLOYMENT LIST

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

ARTICLE 8
DISCIPLINE, DISCHARGE AND REPRIMANDS

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

ARTICLE 9
GRIEVANCE PROCEDURE

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

ARTICLE 910
GENERAL PROVISIONS

A. ALTERATION

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

B. SEVERABILITY

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

meet and confer within thirty (30) days after any determination of invalidity or service of a restraining order, in an attempt to arrive at a mutually satisfactory replacement for such ~~article or section~~ provision.

C. IMPLEMENTATION

The Board of Supervisors ~~shall will~~ amend its written ~~policy~~ policies as they pertain to employees covered by this AgreementMOU and ~~shall will~~ take such other action by resolution or otherwise as may be necessary in order to give full force and effect to the provisions of this AgreementMOU. The provisions of this AgreementMOU, except as provided herein, ~~shall~~ supersede County ordinances and resolutions currently in effect, for the term of this AgreementMOU, to the extent that they are inconsistent with the provisions of this AgreementMOU. All other provisions of the Personnel Code and the previous AgreementMOU which are not inconsistent herewith and which are 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.

~~It shall be understood that t~~ The items agreed to herein ~~shall will~~ not be binding upon the County until this agreementMOU is signed by the proper representatives of both parties and ratified by the Board of Supervisors, pursuant to law. ~~It is further understood that a~~ Adoption of this AgreementMOU signifies that all issues which were at dispute or otherwise under discussion at the bargaining table have been addressed and resolved to the satisfaction of the parties for the term of this AgreementMOU.

D. DURATION

This AgreementMOU ~~shall be~~ is for the period July 1, ~~2022~~ 2025, through June 30, ~~2025~~ 2028, and except as otherwise specified herein, ~~shall will~~ become effective on the date of ratification by the Board of Supervisors.

DATED: _____

NEVADA COUNTY MANAGEMENT
EMPLOYEES'

~~MANAGEMENT~~ ASSOCIATION _____ COUNTY OF NEVADA, CALIFORNIA

BY: _____
~~ROB CHOATE~~ GEORGETTE ARONOW
Management Employees' Association

BY: _____
ALISON LEHMAN
County Executive Officer

BY: _____
MICHELE BODLEYJOHANNA GARCIA
WILLIAMSON
Management Employees' Association

BY: _____
LISA S. CHARBONNEAUDONNA M.
Chief Negotiator

BY: _____ BY: _____
DAVID KRUCKENBERGJASON JASMINELAUREL FOSTER
STEVE ROSE
MEA Chief NegotiatorManagement Employees' Association
Human Resources Director

BY: _____ BY: _____
ANDREW TRYGGDAVID KRUCKENBERGPATRICK EIDMAN
CALEB DARDICK
MEA Chief NegotiatorManagement Employees' Association
Assistant CEO

Appendix Attachment A

Nevada County Tuition Reimbursement / Education Assistance Agreement
Equity Adjustments

The following equity adjustments shall be provided in the first full pay period of July in each of the fiscal years as specified below:

Classification	22/23	23/24	24/25
Administrative Services Officer	0	0	1
Assistant District Attorney	1	0	1
Assistant Public Defender	18	0	1
Information Systems Manager I	1	0	0
Information Systems Manager II	1	0	0
Managing Accountant Auditor	2	0	2
Social Work Supervisor II	0	0	1

Attachment B

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