

# MEMORANDUM OF UNDERSTANDING



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

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

MANAGEMENT EMPLOYEES' ASSOCIATION  
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## **PREAMBLE**

This MEMORANDUM OF UNDERSTANDING, hereinafter referred to as the Agreement, 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 the Association, has as its purpose the establishment of an equitable and peaceful procedure for the resolution of differences and the establishment of rates of pay, hours of work, and other conditions of employment for employees of the Management Employees' bargaining unit.

## **ARTICLE 1 RECOGNITION**

### **A. RECOGNITION**

The County recognizes the Association as the exclusive representative of those employees within the Management Employees' 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 2022, a three-percent (3%) COLA adjustment plus a two-percent (2%) equity adjustment for a total of five-percent (5%) for all bargaining unit employees.
  - b. Year 2: Effective in the first full pay period of July 2023, a two-percent (2%) COLA adjustment and three-percent (3%) equity adjustment for a total of five-percent (5%) for all bargaining unit employees.
  - c. Year 3: Effective in the first full pay period of July 2024, a three-percent (3%) COLA adjustment and two-percent (2%) equity adjustment for a total of five percent (5%) for all bargaining unit employees.
2. In addition, market equity adjustments shall be provided as specified in Appendix A.
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, there shall be paid a differential of ten (10) percent of base salary payable to each regular employee who is regularly assigned to and working a minimum of 40 hours per pay period in the Truckee-Donner area of Nevada County.

**B. BILINGUAL PAY DIFFERENTIAL**

1. For those employees identified by the Director of Human Resources who have assigned duties involving regular use of bilingual skills, a differential of 5% of base salary shall be provided. Regular use shall be defined as using the skill a minimum 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 cease when the position is determined by the Human Resources Director to no longer require 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 be submitted by the Department Head to the Human Resources Director, whose determination shall be final, and shall 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. Upon approval of the proposed designation, the Human Resources Department shall 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 shall receive a 2 1/2% 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 remain in effect.

2. Effective July 1, 2017, this differential shall be 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 notify the Department Head when an employee becomes eligible for longevity pay differential and shall ensure the increase is processed.

**D. ACTING TEMPORARY PAY**

1. If a regular employee is temporarily assigned to an acting position in a class with a higher salary range, the employee will be 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 can approve a higher differential to meet the needs of the organization. The acting assignment will not cause a change to the employee's regular employee unit or benefits. Acting assignments will be no longer than nine months in duration, unless approved by the CEO. Upon termination of the acting assignment, the employee shall be restored to their regular position and salary including any merit increase earned. Acting assignments shall 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 PERSable 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 notify MEA and shall meet and discuss this extension at MEA's request. Granting this additional pay shall be 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 reportable for PERS retirement calculation purposes.

**F. TUITION REIMBURSEMENT**

1. The tuition reimbursement program is designed to encourage employees to continue their self-development by enrolling in classroom courses and/or seminars, which will:

- a. Educate them in new concepts and methods in their occupational fields and prepare them to meet the changing demands of their jobs.
  - b. Help prepare them for advancement to positions of greater responsibility in their occupational field or in areas deemed critical by the County.
2. The following criteria shall be 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 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 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 not be made until the degree is received. Ordinarily such provisions shall 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, 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 continue to use the transportation and travel account in their usual manner.

3. Regular 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 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 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 made for audited courses or incomplete courses.
  - c. Reimbursement received from other sources for tuition, books, registration and/or lab fees will be 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 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 within ten (10) days either recommend approval of the application, or deny it based on the criteria set forth in this policy. If the Department Head recommends approval, he/she shall forward the application to the County Executive Office for review by a management committee appointed by the County Executive Officer. A recommendation from the committee will be made to the County Executive Officer.
  - c. The County Executive Officer or designee shall evaluate the recommendation within ten (10) days and shall make final approval or denial.
  - d. Approval for reimbursement will be 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.
  - e. Upon completion of an approved course(s), the employee shall 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 be



itemized on a standard Nevada County Claim Form. The receipt shall accompany the Claim Form with pertinent information including the signature of the Department Head and employee's signature. The employee shall 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 department head establishes that there is a need for specialized training of employees for the purpose of expanding the capabilities of the department or to keep the department current with respect to changes in the law or the field relevant to that department, the department head is hereby authorized to enter into a contract with the candidate for specialized training. Said contract may provide for a commitment of a specified period of time, which the employee agrees to remain in County employment after the specialized training. If the employee terminates employment voluntarily within that period of time, the contract may provide for an amount either in whole or on a reducing scale over time which the employee will be required to reimburse the County for the benefits received by the employee as a result of the specialized training.

Said contract shall be submitted to the County Executive Officer for approval prior to signing by either the department head or the candidate for specialized training.

## **G. UNIFORM**

- a) The County shall reimburse all full-time Correctional Lt. employees who are required to wear uniforms for existing uniforms, up to three sets of uniforms.
- b) The County shall provide and maintain uniforms for all full-time Correctional Lt. personnel of the Nevada County Sheriff's Department 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 Lt. bargaining unit members. The County shall maintain uniforms for all full-time personnel of the Nevada County Sheriff's Office in lieu of monthly cleaning and upkeep allowance.

**ARTICLE 4  
LEAVE PROGRAM**

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

1. In lieu of vacation and sick leave, 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 in accordance with the following schedule:
  - Years 0 through five, 165 hours per year;
  - Years six through ten, 192 hours per year;
  - Years eleven plus, 200 hours per year
2. Current members of this unit may accrue a maximum 450 hours total under the Personal Leave Program (PLP).
3. 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 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. 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 (5<sup>th</sup>) year through the tenth (10<sup>th</sup>) 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 17 each year: employee irrevocably chooses to cash out up to 60 hours of PLP/Vac and identifies which of the two payout pay period options they desire, only one option can be chosen. Option 1: 2' full pay period in July or Option 2: 1S<sup>1</sup> full pay period in December. The employee cannot change their mind. Prior to December 31: 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. 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. Sick leave conversion:
  - a. Upon retirement or termination with satisfactory performance after ten (10) years of service, each regular 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 by the hourly wage rate of the range and step to which the employee is assigned. (RESO. 86-473)
  - b. County has adopted PERS Section 20965, Credit For Unused Sick Leave. Upon retirement, each regular employee may use (100%) of the value of all unused, accrued sick leave to convert to PERS 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. Employees shall receive 40 annual hours of annual administrative leave for any employee with over 6 months of county service. Such leave shall be separate from and in addition to regular vacation or PLP. An employee shall be allowed to accrue a maximum of 80 hours of administrative leave. Leave in excess of this amount shall be paid off 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. Additional administrative leave must be used within the fiscal year in which it is granted.

**F. HOLIDAY LEAVE**

1. Each regular employee in the County service shall be entitled to eight (8) hours compensation for the following designated holidays:
  - a. January 1st;
  - b. The third Monday in January, known as "Martin Luther King'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;
  - l. Every day designated by the President or Governor for a public fast, thanksgiving, or holiday and approved by the Board of Supervisors;
  - m. Two floating holidays which may be taken at any time mutually agreed upon by the employee and the appointing authority. Employees shall 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 (e.g. if an employee is eligible for 2 floating holidays (16 hours) and have 4 hours of floating holiday credits on June 30<sup>th</sup>, then he/she will only be allowed to have 12 hours credited into their floating holiday account on July 1 for the entire fiscal year).
2. An employee with more than ten (10) years of service shall receive a floating holiday, which may be taken at any time during the year.
  3. When a holiday specified herein falls on Saturday, the proceeding Friday shall be observed as a holiday. When a holiday falls on a Sunday, the following Monday shall be 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 the "holiday time" an employee must work on the regular work day before and the regular work day after a paid 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 be for good cause, only, and shall require the approval of the County Executive Officer whose decision shall be final.

**ARTICLE 5  
HEALTH AND WELFARE BENEFITS**

**A. AUTHORITY, HEALTH BENEFITS COMMITTEE**

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 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.

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

**B. ELIGIBILITY**

1. Any regular employee working fifty percent (50%) or more of a full-time schedule shall be eligible to enroll 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 new employees are eligible for the Employee Health Coverage options only.

**C. EMPLOYEE HEALTH COVERAGE PACKAGE**

1. The County contracts with the California Public Employees Retirement System (CalPERS) for the purpose of providing 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).

**D. CAFETERIA PLAN**

1. During the term of the MOU, the County agrees to maintain a Cafeteria Plan, pursuant to Section 125 of the Internal Revenue Code, for the purpose of providing 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. Health, Dental and Optical insurance will be available to all eligible employees and their dependents.
3. 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.
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 PERS required (PEMHCA) contribution.
  - 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.

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

6. Rural Health Subsidy

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 above, however, the County contribution for the benefit shall be based on the least expensive medical insurance plan available to the County in the Truckee area, which currently is a PPO plan.

In addition, Truckee employees who are not eligible to participate in an HMO are eligible to be reimbursed annually 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.

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.

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

- A. Employees will be issued a debit card to use at providers for out of pocket expenses under the plan. The debit card is programed for eligible expenses only.
  - B. 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.
  - C. Employees have the option of direct deposit for their reimbursement.
  - D. Employees will be able to view all transactions and their status via an on-line portal.
1. Should an HMO option become available for Truckee employees, the Truckee employees shall be reimbursed the same as all other County employees as described in sections 1 through 3 above and the Rural Health Subsidy shall be discontinued.
  2. Should the HMO option become unavailable for all County employees, the Truckee employees will be reimbursed the same as all other County employees as described in numbers 1 through 3 above and the rural Health Subsidy shall be discontinued.
  3. Should the HMO option become unavailable for all County employees, the County agrees to meet and confer over the effects of such a change.

**Effective January 1, 2023, the following benefits provisions replace paragraph 2 above:**

4. 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 **D (1)** of this Article. 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.

5. 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.

6. Payroll Deduction: Premium amounts for medical, dental and vision coverage elections above the amounts provided by the County in this Article shall be paid by the employee through payroll deductions.

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

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

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

Employer paid insurance contributions shall 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 participate in and pay for the SDI plan through payroll deductions and will be eligible for benefits as determined by the procedures of the EDD.

The County shall augment 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 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 determined in accordance with provisions of the Personnel Code as they pertain to leaves of absence. Notwithstanding anything to the contrary, each employee

absent from work and receiving SDI benefits shall be required to utilize accrued leave balances to augment SDI benefits as provided in the Nevada County Personnel Code.

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

The County shall provide to the employees in this unit in the Correctional Officer series and Probation Program Managers a long-term disability benefit plan as soon as possible. If PERS safety retirement benefits are implemented for the above-mentioned employees, the County shall cease paying for the benefit and the employees shall 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 be deemed to amend or affect any portion or provision of any contract or agreement, but, instead, this section shall be construed only as a general description of certain retirement programs available.

#### **B. ELIGIBILITY**

1. Social Security. All regular employees shall be members of the Social Security System, unless otherwise provided by law.
2. Public Employees' Retirement System. Regular employees holding positions in the County Service shall be members of the Public Employees' Retirement System, as provided by the terms of the contract in effect between the County and the Public Employees' Retirement System.
3. 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 established in accordance with this Agreement and the contract between the County and the Public Employees' Retirement System (PERS).
2. Tier I: PERS Classic Employees hired on or before December 13, 2012. Effective July 1, 2006, the County adopted the 2.7% at 55 modified retirement plan. 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 PERS contribution.

Effective the first full pay period following July 1, 2016, employees shall contribute 10.585% towards the employer share of the PERS contribution.

Tier II: PERS Classic Employees hired after December 13, 2012, and before January 1, 2013, are enrolled in the 2% @60 formula. Effective July 2, 2017, employees shall contribute the 7.0% employee contribution to PERS.

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

3. The County has adopted the PERS optional death benefit Section 21548, Pre-Retirement Optional Settlement 2 Death Benefit.
4. The employees in this unit are eligible for PERS Section 21540.5 Special Death Benefit.
5. Credit For Unused Sick Leave - Employees of the unit shall be eligible for PERS Section 20965, Credit for Unused Sick Leave.
6. EPMC — Employees of this unit who are eligible for this benefit under the law have the benefit of EPMC in accordance with Government Code Section 20636(c)(4), that the full monetary value of employer-paid member contributions (EPMC) paid to PERS shall be reported as compensation on behalf of all eligible unit members.
7. Social Security - Each regular employee shall pay 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 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 contribute 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 4 below.

2. Employees Hired On and After July 1, 2000

The County shall contribute 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 PERS required premium (PEMHCA minimum) described in Section 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 any retirement benefit allowance provided for under section (F)(1) or (2) above. They will be eligible only for the PEMCHA minimum described in section 1(E) 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 Section (F)(4)(a) or (F)(4)(b) above.

5. Employee must actually retire under the PERS system to be eligible for this benefit.
6. Eligible employees who have accumulated twenty (20) years or more of cumulative service with Nevada 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 (4) 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 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 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 give the association notice prior to implementation of any proposed layoff and shall consult with the union or association, in good faith, regarding the effects of the said layoff. Such consultation shall 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 be laid off as follows:

1. All temporary employees shall be laid off, in an order determined by the appointing authority, before any probationary employees.

2. All part-time probationary employees shall be laid off, in an order determined by the appointing authority, before any full-time probationary employees.
3. All probationary employees shall be laid off, in an order determined by the appointing authority, before any regular employees.
4. All part-time regular employees shall be 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 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 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 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 not include any period during which an employee was (1) on leave without pay for disciplinary reasons or (2) not actually in County employment because of his or her voluntary termination, layoff, or other cause; provided, that for any employee who is re-employed after being discharged for cause or any probationary employee discharged during the probationary period, seniority shall not include any time worked prior to his or her succeeding appointment.

### **D. PERFORMANCE**

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

Layoffs shall 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 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 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 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 elect to exercise his/her bumping rights as provided herein then such employee shall be 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 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 determined by lot as drawn by the Human Resources Director.

4. Any employee displaced pursuant to the bumping provisions in subsection (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 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 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 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 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 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 remain on the list provided to MEA, however, additional "frozen" Merit points will not be added.
  - d. Layoffs shall 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 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 elect 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 "iii" above, shall be permitted to 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, 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 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 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 GENERAL PROVISIONS**

#### **A. 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.

**B. 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.

**C. IMPLEMENTATION**

The Board of Supervisors shall amend its written policy as they pertain to employees covered by this Agreement and shall 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 Agreement. The provisions of this 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 this Agreement. All other provisions of the Personnel Code and the previous Agreement 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 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 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 Agreement.

**D. DURATION**

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

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

BY:  
 ROB CHOATE  
 Management Employees' Association

BY:  
 ALISON LEHMAN  
 County Executive Officer

BY:  
 MICHELE BODLEY  
 Management Employees' Association

BY:  
 DONNA M. WILLIAMSON  
 Chief Negotiator

BY: \_\_\_\_\_  
 JASON JASMINE  
 MEA Chief Negotiator

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

### **Appendix A 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