RESOLUTION No. 17-237

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION ADOPTING A MEMORANDUM OF UNDERSTANDING AND SIDE LETTER OF AGREEMENT WITH THE MANAGEMENT EMPLOYEE'S ASSOCIATION, PROVIDING CHANGES IN COMPENSATION AND TERMS AND CONDITIONS OF EMPLOYMENT DURING THE PERIOD OF JULY 1, 2017 THROUGH JUNE 30, 2020

WHEREAS, employees of the County's Management Employee's Association are represented exclusively in matters of wages and benefits and other terms and conditions of employment; and,

WHEREAS, representatives of the Management Employee's Association and Nevada County collaboratively negotiated a successor labor agreement; and

WHEREAS, the Board of Supervisors desires to adopt the attached Memorandum of Understanding which implements final language consistent with the agreement reached between the parties on May 1, 2017.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Nevada, the following salaries and benefits are hereby granted to the employees covered by the Management Employee's Bargaining Unit effective July 1, 2017, except where another effective date has been specified; and hereby are approved in the forms attached hereto, and the County Executive Officer is hereby authorized to sign the MOU and Side Letter.

BE IT FURTHER RESOLVED that all compensation, fringe benefits, responsibilities and restrictions applicable to members of this employee unit are contained in the attached Memorandum of Understanding which supercedes all agreements made prior to this date.

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 23rd day of May, 2017, by the following vote of said Board:

Ayes:	Supervisors Heidi Hall, Edward Scofield, Dan Miller, Hank Weston and Richard Anderson.
Noes:	None.
Absent:	None.
Abstain:	None.

ATTEST:

JULIE PATTERSON HUNTER
Clerk of the Board of Supervisors

By: Julie Patterson Hunter

Hank Weston
Hank Weston, Chair

5/23/2017 cc: HR*
AC* (Hold)

5/25/2017 cc: HR*
Dept. Heads*
AC (Release)*

MEMORANDUM OF UNDERSTANDING

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

FOR THE PERIOD OF
JULY 1, 2017 THROUGH
JUNE 30, 2020

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. The County will provide a Recruitment and Retention General Adjustment increase of 3.0% to all regular employees effective July 2, 2017.

2. The County will provide the following Recruitment and Retention General Adjustments Effective the first full pay period of each fiscal year to eligible regular employees (those who are not y-rated):

   2.0% effective 18/19
   2.0% effective 19/20

3. An additional 1.0% equity adjustment will be effective the first full pay period of July 2019.

   This adjustment will be added together to make one single salary adjustment.

4. These adjustments 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 his/her 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.

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, which ever 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

1. 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.

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 400 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^{th}) year through the tenth (10^{th}) 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/VACATON CASH-OUT

Employees may cash out up to forty (40) hours of either Personal Leave (PLP) or Vacation time (old-program) each year so as to reduce the future unfunded liability that these leave balances represent.

Employees must advise their department heads in writing on or prior to March 1st in the fiscal year prior to that fiscal year in which the Personal Leave or old vacation time is to be cashed out. The amount of hours proposed for such cash-out is to be included in the Department's budget submission for the applicable fiscal year.

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. 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)

    a. 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. It shall be understood that 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 employee may utilize his/her allowance of sick leave when unable to perform his/her work duties by reason of illness or injury, including maternity, necessity for medical or dental care, exposure to contagious disease under circumstances by which the health of the employees with whom associated, or member of the public necessarily dealt with, would be endangered by the attendance of the employee. An employee may utilize 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. 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 30th, 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 <u>paid</u> leave of absence during these times in order to receive pay for the holiday. Approved paid leave of absence is defined as <u>paid</u> sick leave, <u>paid</u> vacation, <u>paid</u> floating holiday, or <u>paid</u> 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. CAFETERIA PLAN BENEFIT

Employees in this unit shall have the option of retaining the current $335 cafeteria plan benefit or opting into the employee health coverage package. Once an employee opts out of the cafeteria plan benefit he/she will not be eligible to return to the program. All new employees shall only be eligible for the employee health coverage package.

D. EMPLOYEE HEALTH COVERAGE PACKAGE

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

2. Employees shall have the option of choosing all available coverage or, upon proving other coverage, 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.

3. Active Employee and Dependent 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, as well as the PERS required contribution.

   b. Effective on the December 9, 2016 pay-date (for the benefit year beginning January 1, 2017) or as soon as administratively feasible following that date, 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.

4. Employees who live in the Truckee area who elect health insurance coverage shall 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 health insurance plan available in the Truckee area, which currently is a PPO plan. In addition, Truckee employees who are not eligible to participate in an HMO are eligible to be reimbursed annually by a Rural Health Subsidy for up to $1,500 per employee or $3,000 for an employee and dependent(s). The subsidy may be used for reimbursements for covered major medical expenses as determined by the PPO plan's Evidence of Coverage. Co-payments are not reimbursable. Employees shall be reimbursed for receipted out of pocket medical expenses during the calendar year in which they were incurred and not reimbursed under any other plan. Employees may request reimbursements in increments of $100 dollars or more or at the end of the calendar year.

   a. 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 numbers 1 through 3 above and the Rural Health Subsidy shall be discontinued.

   b. 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.

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

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 $20,000, 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

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 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: 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 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 agrees to adopt the PERS optional death benefit Section 21548, Pre-Retirement Optional Settlement 2 Death Benefit by June 30, 2003.

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 are eligible for provisions of Senate Bill 53, wherein regulations provided in 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 agrees to establish and make available, at no County contribution, a 457 plan or plans per the Internal Revenue Code.

E. RETIREE HEALTH COVERAGE

1. 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 three below.

2. The County shall contribute toward retiree health insurance for employees who retire from Nevada County and were hired after July 1, 2000 as follows:

   a. 5-19 years of consecutive eligible service = the PERS required premium (PEMHCA minimum.)
   b. 20+ years of cumulative eligible service = 100% of the least expensive health insurance plan available to the County.

3. The County shall pay 80% of the least expensive Medicare supplemental insurance available to the County for all retired employees who become eligible for Medicare <u>and</u> were hired prior to July 1, 2000 <u>or</u> any employee 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.

4. Employee must actually retire under the PERS system to be eligible for this benefit.

5. 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.

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

7. 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 Appendix 1, an attached document to this MOU, 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 Appendix 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 listed on Appendix 1 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 Appendix 1 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 Appendix 1, 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 Appendix 1 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 Appendix 1 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 Appendix 1.

3. The provisions of Article 7, D "1" and "2" will not be used for determining the layoff of an employee listed on Appendix 1.

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.

C. DURATION

This Agreement shall be for the period July 1, 2017 through June 30, 2020, and except as otherwise specified herein, shall become effective on the date of ratification by the Board of Supervisors.

DATED: 5/23/17

NEVADA COUNTY EMPLOYEES' MANAGEMENT ASSOCIATION

BY: ______________________
ROB CHOATE
Management Employees' Association

BY: ______________________
DANIEL CHATIGNY
Management Employees' Association

BY: ______________________
GREGORY PADEN
Management Employees' Association

COUNTY OF NEVADA, CALIFORNIA

BY: ______________________
RICHARD A. HAFFEY
County Executive Officer

BY: ______________________
DONNA M. WILLIAMSON
Chief Negotiator

County of Nevada
Department of Human Resources
Eric Rood Administrative Center
950 Maidu Avenue
Nevada City, CA 95959
Ph: 530-265-7010 Fx: 530-265-9841
www.mynevadacounty.com/hr

SIDE LETTER OF AGREEMENT TO 2017-2020 MOU

MEMORANDUM

TO: Rob Choate, President, Management Employees' Association (MEA), Nevada County

FROM: Charlie Wilson, Director of Human Resources

DATE: April 14, 2016

SUBJECT: Impact of Changing Minimum Qualification for the Classification of Program Manager

Rob, thank you, and your team, for meeting with Susan Kadera to discuss the impacts of changing the minimum qualifications for the Program Manager classification. As discussed, there are four incumbent Program Managers (Tom Coburn, Sara Conner, Vic Ferrera and Josie Garcia) who do not currently possess the newly desired minimum requirement of a four year college degree. The County's change is not intended to impact any incumbents' ability to continue to perform in their current positions, but rather, as a standard of selection for employment and content of the job classification for future recruitments. As this change is occurring after each incumbent was placed into his/her current position, each will be deemed to be qualified for their individual positions going forward. Further, in the unlikely event that any of these incumbents should be layed off due to a reduction of force or reorganization at some future time, these individuals will be deemed to be qualified for any open Program Manager position that he or she may wish to apply for during the eighteen (18) month re-employment period as provided for in our Personnel Code.

To put the above in simple terms, incumbent Program Managers that do not currently possess a four year college degree will be "grandfathered" as eligible to continue in their current positions as well as be deemed qualified for Program Manager positions that are open for application during a re-employment period following a layoff.

We appreciate the collaborative efforts in working with MEA on matters of these kinds. Thank you

Agreement by County of Nevada ________________ Date 5/23/17
Agreement by MEA ________________ Date 5/23/17

Appendix 1

Employees in Merit System as of January 30, 2016

Last Name	First Name	Points
Aguilar	Mary	122
Andrews	Beth	180
~~Andrieu~~	~~Katie~~	~~164~~
Asmus	Renee	196
Bailey	Cynthia	86
~~Bair~~	~~David~~	~~103~~
Blix	Kimberly	12
Blote	Janine	18
Bolelli	Linda	218
Brunckhorst	Laurie	94
Burns	Diane	13
Burns	Jennifer	166
Butler	Crystal	36
~~Campbell~~	~~Cindy~~	~~91~~
Carpenter	Kelly	102
Carrillo	Michelle	87
Carvalho	Cara	5
Cazares	Savannah	21
Chambers	Lori	9
Chandler	Jay	9
Connor	Sara	251
Cook	Tamaran	147
Davis	Tracy	20
DeGiorgis	Michael	52
~~DeGiorgis~~	~~Paula~~	~~233~~
Douville	Joseph	14
Dyck	Mali	7
Ellis	Olivia	139
Evert	Robin	213
Fadel	Tamara	73
Fisher	Meri	103
Foster	Laurel	106
Fragoso	Carolina	20
Frey	Cynthia	117
Galleo	Sarah	37
Garcia	Johanna	181
~~Gifford~~	~~Dirk~~	~~20~~
~~Gomez~~	~~Andrew~~	~~29~~
~~Gorbet~~	~~Lisa~~	~~20~~
Green	Kimberlee	9
Griffin	Jessica	52

Last Name	First Name	Points
Gutierrez	Aida	2
Hammond	Shannon	148
Hart Haman	Jill	68
Heggarty	Karen	117
Herrera	Deborah	98
Heuer	Katherine	11
Hicks	Sharon	116
Hoskin	William	13
Tassone	Brittany	87
~~Jefferson~~	~~Lynn~~	~~113~~
Johnson	Paul	41
Jones	Emily	11
Jones	Jennifer	2
Kell	Debra	2
Kennard	Cindy	181
Kleinhans	Robyn	13
~~Konno-Scarbrough~~	~~Janice~~	~~11~~
Larsen	Elizabeth	181
Leedy	Katherine	214
Lewis	Katheryn	12
Locke	Frances	20
Loper	Jennifer	176
~~Lopez~~	~~Manuel~~	~~55~~
Lovisolo	Robin	15
Martin	Sheila	210
McCourtney	Jammie	8
Moore	Sairam	22
Morgan	Mechelle	98
Muehlberg	Steven	180
~~Nielsen~~	~~Elizabeth~~	~~113~~
~~Noxon~~	~~Tammy~~	~~10~~
Odom	Genielle	113
~~Olmstead-Newman~~	~~Carla~~	~~53~~
~~Paige-Ireland~~	~~Melinda~~	~~18~~
Piscatella	Sue	108
Plante	Kristin	6
Polcene	Teri	19
Prosser	Judith	77
Purwin	Angeline	114
Quatela	Anthony	23
Quimby	Renee	2
Ramirez	Sharon	86

Last Name	**First Name**	**Points**
Ramos	Sandra	118
Ready	Nicholas	116
Roberts	Pamela	206
Robertson	Jason	112
Rogers	Gina	45
Salisbury	Robyn	183
Schleef	Candice	155
~~Scritchfield~~	~~Beverly~~	~~130~~
Sheller	Caroline	117
Sizemore	Sylvan	87
Smith	Alicia	13
Spicer	Hope	2
Stafford	Vicki	184
~~Stanio~~	~~Deborah~~	~~207~~
Swabeck	Rebecca	181
Toaetolu	Laura	22
~~Veulek~~	~~Jacqueline~~	~~5~~
Victor	Vickie	205
Weeden	Barbara	177
Wellhoff	Karen	97
West	Daniel	31
Wolf	Tonia	107
Young	Janice	31

Nevada County

Tuition Reimbursement/Education Assistance Agreement

THIS AGREEMENT, made and entered into this ____ day of ____________________ 20____, by and between ____ (referred to in this Agreement as "the Employee"), and the **County of Nevada, California** (referred to in this Agreement as "the County"), provides as follows:

WHEREAS, the County has a Tuition Reimbursement and Education Assistance Program to (i) encourage employees to take courses leading to a formal professional accreditation or degree relating to their specific job duties; (ii) provide for optimal potential for advancement within the County; and (iii) attract and retain the best individuals as new employees; and

WHEREAS, pursuant to the Tuition Reimbursement and Education Assistance Program, the County will reimburse eligible employees for certain eligible educational expenses with the understanding that the Employee remains employed by the County for a reasonable amount of time; and

WHEREAS the Employee has applied to participate in the Tuition Reimbursement and Education Assistance Program with full knowledge and understanding thereof; and

WHEREAS, the Employee's participation in the Tuition Reimbursement and Educational Assistance Program is voluntary, and is not a condition of the Employee's employment with the County; and

WHEREAS, the County and the Employee recognize that it is unfair and inequitable for the County to pay the educational expenses of the Employee if the Employee does not remain with the County for a reasonable amount of time;

NOW THEREFORE, the parties agree as follows:

1. **The County's Obligation.** In accordance with the County's Tuition Reimbursement and Education Assistance Program, upon: (a) approval of the Employee's Tuition Reimbursement Request; (b) proof of the Employee's successful completion of the course(s) identified in the Employee's Tuition Reimbursement Request; (c) proof the Employee is meeting the performance standards for his or her position; <u>and</u> (d) the Employee's presentation of original itemized receipts for costs incurred, the County will reimburse the Employee for the allowable costs. The maximum amount the County will reimburse any employee under the Tuition Reimbursement and Educational Assistance Program is $10,000 per Fiscal Year.

As used herein, the term or phrase "successful completion" of a course means a minimum final grade of C or its equivalent in undergraduate courses, or B or its equivalent in graduate level courses. The term "allowable costs" means the amount the Employee or his/her family member paid for tuition, books, registration fees and/or laboratory fees, as set forth in the Tuition Reimbursement and Educational Assistance Program guidelines. Proof the Employee is meeting the performance standards of his or her position may include performance evaluations showing the Employee's overall performance is meeting or exceeding expectations while enrolled in the Tuition Reimbursement and Educational Assistance Program.

2. **The Employee's Obligation.** If, within five years (5 years) of the date of successful completion of the course(s), the Employee separates from employment with the County of Nevada for any reason other than disability, death, layoff, or other compelling circumstance approved by the County Executive Officer, the Employee shall repay the County the full amount the County paid to the Employee for tuition reimbursement.

3. **Re-Payment to the County; Set-off Against Final Paycheck.** To the extent permitted by law and pursuant to California Labor Code section 224, Employee expressly authorizes the County to deduct the amount of any tuition reimbursement obligation Employee owes to the County pursuant to Section 2, above, from any compensation that is due and owing to the Employee at time of his/her separation from County employment. Employee expressly authorizes County to make deductions from Employee's final paycheck for the Employee's tuition reimbursement obligation to the County set forth in Section 2, above, and Employee expressly authorizes County to make such deductions from Employee's salary, wages, accrued leave pay, termination and/or severance pay.

The parties agree any remaining amount the Employee owes to the County is due to the County within ninety (90) days of the issuance of the Employee's final paycheck. Amounts not paid within ninety (90) days shall be deemed delinquent and will be sent to County collections.

4. **Taxes and indemnification**. Pursuant to Title 26 of the Internal Revenue Code, section 127, the County will not report the County's tuition reimbursement payment to the Employee as taxable income, up to the maximum exclusion amount of $5,250 per year. Notwithstanding the foregoing, the Employee is responsible for complying with any tax laws pertaining to the County's tuition reimbursement payment to the Employee. Employee is encouraged to seek the assistance of a tax advisor to determine the tax consequences of such reimbursement payments. Employee hereby indemnifies and saves harmless County from and against any and all suits, claims, actions, damages and other losses which the employee suffers or incurs as a result of any governmental taxing authority assessing the reimbursement of the tuition payments hereunder as a taxable benefit to the Employee.

5. **No Guarantee of Employment.** The parties expressly recognize and agree that this Agreement is not a contract of employment. This Agreement does not constitute a commitment or guarantee on the part of County to provide employment to Employee for any specific period of time or duration.

6. **No Waiver.** The waiver or failure of either party to exercise, in any respect, any right provided in this agreement shall not be deemed a waiver of any other right or remedy to which the party may be entitled.

7. **Entire Agreement.** This Agreement is the entire Agreement among the parties on the matters contained herein, and it may be modified only in writing signed by the parties. Any prior or

contemporaneous promises, representations, or agreements related to the matters contained herein are revoked and waived.

8. **Governing Law; Venue.** This Agreement shall be governed by the laws of the State of California, and any dispute arising thereunder shall be finally resolved by a court located within the County of Nevada.

9. **Severability**. If any term of this Agreement is held by a court of law to be invalid or unenforceable, the remainder of the Agreement is deemed severable.

10. **Informed and Voluntary Consent.** Employee enters into this Agreement voluntarily, and with full knowledge and understanding of the terms of the Agreement. Employee acknowledges that this is a binding legal document and that he/she was advised of his/her right to have it reviewed by independent counsel before signing it. In recognition of this right, he/she shall initial the appropriate section below:

________ I have read this Agreement. I understand it and agree to its Terms. I have been advised of my right to have my attorney review it, and I choose not to have it reviewed by my attorney.

________ I have read this Agreement. I understand and agree to its terms. I have reviewed the Agreement with my attorney.

WITNESS the following signatures:

________________________________ Date: ____________________

Employee

________________________________ Date: ____________________

Richard Haffey, County Executive Officer