



# **RESOLUTION No. 17-238**

## **OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA**

### **RESOLUTION ADOPTING A MEMORANDUM OF UNDERSTANDING WITH THE PROBATION PEACE OFFICER'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 Probation Peace Officer's Association are represented exclusively in matters of wages and benefits and other terms and conditions of employment; and,

WHEREAS, representatives of the Probation Peace Officer'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 tentative agreement reached between the parties on May 2, 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 Probation Peace Officer'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.

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)

5/30/2017 cc: HR\*  
AC\*(release)

# **MEMORANDUM OF UNDERSTANDING**



**COUNTY OF NEVADA  
AND  
NEVADA COUNTY PROBATION PEACE  
OFFICERS' UNIT REPRESENTED BY  
NEVADA COUNTY PROBATION PEACE  
OFFICERS' ASSOCIATION**

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

# PROBATION PEACE OFFICERS' ASSOCIATION

## TABLE OF CONTENTS

<u>SECTION</u>	<u>PAGE</u>
PREAMBLE	6
ARTICLE 1	
A. Recognition	6
ARTICLE 2	
ASSOCIATION RIGHTS	
A. Access to Employee Work Locations	6
B. Distribution and Posting of Association Literature	6
C. Use of County Facilities	7
D. Dues Check Off	7
E. Time off To Meet and Confer	8
F. Discrimination	8
ARTICLE 3	
AGENCY SHOP	
A. Employee Payroll Deductions	8
B. Fair Share Fee	8
C. Bona Fide Religious Exception	9
D. Separation from Unit	9
E. Compliance	9
F. Change in Dues	10
G. Forfeiture of Deductions	10
H. Hold Harmless	10
I. Rescinding Fair Share Fee	10
J. Financial Report	11
ARTICLE 4	
SALARIES	
A. Regular Salaries	12



ARTICLE 5  
OVERTIME

A.	Work in Excess of Forty Hours Per Week	12
B.	Work on a Holiday	13
C.	Call Back	13
D.	Applicable Time Worked	13
E.	Overtime Compensation	13
F.	Payment for Compensatory Time Not Taken	13

ARTICLE 6  
SPECIAL ALLOWANCES

A.	Truckee Differential	14
B.	Shift Differential	14
C.	Bilingual Pay Differential	14
D.	Standby Time/Non-exempt Employees	15
E.	Acting Temporary Pay	15

ARTICLE 7  
LEAVES OF ABSENCE

A.	Leave Without Pay	16
B.	Vacation Leave	17
C.	Sick Leave	18
D.	Personal Leave Program (PLP)	19
E.	Donation of Accrued Vacation/CTO Time	19
F.	Holiday Leave	20
G.	Military Leave	21
H.	Court Duty	22
I.	Leave – Volunteer Firefighter/Reserve Deputies	22
J.	Leave for Purpose of Donating Blood	23
K.	Voluntary Time Off (VTO)	23

ARTICLE 8  
HEALTH AND WELFARE BENEFITS

A.	Authority, Health Benefits Committee	23
B.	Eligibility	24
C.	Employee Health Coverage Package	24
D.	Life Insurance	25
E.	Coverage – Leave of Absence	25
F.	State Disability Insurance	25

G.	Long-Term Disability Benefit	26
----	------------------------------	----

## ARTICLE 9 RETIREMENT PROGRAM

A.	Authority	26
B.	Eligibility	26
C.	Coverage and Contribution Rate	27
D.	Coverage – Leave of Absence	27
E.	457 Plan	28
F.	Retiree Health Insurance	28

## ARTICLE 10 TRANSFERS

A.	Transfers	29
----	-----------	----

## ARTICLE 11 PERFORMANCE EVALUATION

A.	Performance Reports	30
B.	Probationary Performance Reports	30
C.	Regular Employee Performance Evaluations	30

## ARTICLE 12 GRIEVANCE, DISCIPLINE AND APPEALS

A.	Grievance Procedure	31
B.	Discipline Procedure	32
C.	Appeal Arbitration (Grievance and Discipline)	35
D.	Decision	36

## ARTICLE 13 LAYOFF

A.	Layoff	36
B.	Order of Layoff	37
C.	Interdepartmental Transfers	39
D.	Seniority Defined	39

E.	Notice of Layoff	39
F.	Regression Ladder	40
G.	Re-employment Lists	40

#### ARTICLE 14 MISCELLANEOUS

A.	Contracting Out	40
B.	Employee Breaks	40
C.	Days and Hours of Work	41
D.	Flexible Work Schedules	42
E.	Four 10-Hour-Day Work Shift Alternatives	43

#### ARTICLE 15 TERMS OF AGREEMENT

A.	Alteration	44
B.	Severability	44
C.	Implementation	44
D.	Duration	45
	Signature Page	45

## **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 PROBATION PEACE OFFICERS 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 Association.

## **ARTICLE 1 RECOGNITION**

### **A. RECOGNITION**

The County recognizes the Association as the exclusive representative of those employees within the Nevada County Probation Peace Officers Association, for the purpose of meeting and conferring in good faith on matters within the scope of representation.

## **ARTICLE 2 ASSOCIATION RIGHTS**

### **A. ACCESS TO EMPLOYEE WORK LOCATIONS**

Reasonable access to work locations shall be provided to officers and representatives of the Association on employment relations' matters. Access shall be restricted so as not to interfere with official business or established safety or security requirements. Officers and representatives of the Association shall not enter a work location without the consent of the Department Head. Reasonable access to work locations will be revoked if this policy is violated.

### **B. DISTRIBUTION AND POSTING OF ASSOCIATION LITERATURE**

The Association may at the discretion of the Employee Relations Officer be provided a reasonable amount of space for posting organization bulletins. Association representatives may post or distribute material provided such activities do not disrupt official business and provided this material does not contain information inconsistent, incompatible, in conflict with or inimical to the interest of Nevada County or its officers or its employees. Material found to contain information prohibited will not be posted or allowed to be distributed. During assigned working hours employees shall not conduct or

participate in Association business affairs, including but not limited to dues collection, meetings, and membership campaigns.

**C. USE OF COUNTY FACILITIES**

1. Any authorized representatives of the Association shall be permitted to conduct employee meetings on matters within the scope of representation in County facilities before and after shifts and during meal periods, providing that reasonable notice be given to the Department Head or designee in advance and facilities are reserved on the same basis as required of other organizations.
2. The use of County equipment other than items normally used in the conduct of business meetings, such as desks, chairs, and blackboards, is strictly prohibited.

**D. DUES CHECK OFF**

1. The Association shall have the sole and exclusive right to have membership dues deducted by the County on payroll deduction for all employees covered by this Agreement, in accordance with the procedures prescribed by the Board of Supervisors.
2. The employee's earnings must be regularly sufficient after other legal and required deductions are made to cover the amount of the dues check off authorized. When a member in good standing of the formally recognized employee organization is in a non-pay status for an entire pay period, no dues withholding will be made to cover that pay period from future earnings nor will the member deposit the amount with the County which would have been withheld if the member had been in a pay status during the period. In the case of an employee who is in a non-pay status during only part of the pay period and the salary is not sufficient to cover the full withholding, no deduction shall be made. In this connection, all other legally required deductions have priority over employee organization dues.
3. Each employee covered by this Agreement who, on the date of ratification of this Agreement, is a member of the Association, and each employee covered who voluntarily becomes a member after that date, shall maintain his/her membership in the Association during the term of this Agreement.
4. Notwithstanding the above, a member may file a notice of withdrawal from the Association during the month immediately preceding the date of expiration of this Agreement. Copies of the notice of withdrawal shall be submitted by the employee to the Human Resources Director and to the Association, who shall then verify if all terms and conditions of withdrawal have been met, provided, however, that such verification shall not exceed 14 calendar days from the date of submittal by the employee.
5. Dues deduction shall be terminated by the Auditor-Controller only upon notification from the Human Resources Director that the terms and conditions of withdrawal have been met.

provisions of this section, all covered employees employed on or after the effective date of this Agreement and continuing as long as the Association remains the exclusive representative for this bargaining unit or until revocation of this arrangement in accordance with section I below, shall as a condition of employment either:

1. Become a member of the Association and remain a member as long as the Association remains the exclusive representative for this bargaining unit or until revocation of this arrangement in accordance with section I; or
2. Pay to the Association a fair share fee in an amount which does not exceed the amount of its standard initiation fee, periodic dues, and general assessments.

Prior to collection of agency fees and on an annual basis thereafter, the Association shall notify all bargaining unit members of the Association's expenses, with adequate breakdown of expenses into reimbursable and non-reimbursable areas. If objections are received, the Association shall provide those procedures set forth in Title 8 California Code of Regulations sections 32994-32997.

#### **C. BONA FIDE RELIGIOUS EXCEPTION**

Any employee who is a member of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting public employee organizations shall not be required to join or financially support any public employee organization as a condition of employment. Such employee shall be required, in lieu of periodic dues, initiation fees, or agency shop fees, to pay sums equal to such dues, initiation fees, or agency shop fees to a non-religious, non-labor charitable fund exempt from taxation under section 501(c)(3) of the Internal Revenue Code, chosen by such employee.

Proof of such payments shall be made on a monthly basis to the County as a condition of continued exemption from the requirement of financial support to the public employee organization.

#### **D. SEPARATION FROM UNIT**

The provisions of this Agreement shall not apply during periods that an employee is separated from the representation unit but shall be reinstated upon the return of the employee to the representation unit. The term "separation" includes transfer out of the unit, layoff, and leave of absence with duration of more than thirty (30) days.

#### **E. COMPLIANCE**

An employee in or hired into a job classification represented by the Association shall be provided with an Employee Authorization for Payroll Deduction form by the Association. If the form authorizing payroll deduction is not returned within thirty (30) calendar days after notice of this fair share fee provision and the Association dues, fair share fee,

initiation fee or charitable contribution required are not received, the Association may, in writing, direct that the County withhold the fair share fee and the initiation fee from the employee's salary, in which case the employee's bi-weekly salary shall be reduced by an amount equal to the fair share fee and the County shall pay an equal amount to the Association.

**F. CHANGE IN DUES**

Any change in dues will be submitted to the County, in writing, thirty (30) days prior to the effective date of such change.

**G. FORFEITURE OF DEDUCTIONS**

If the balance of an employee's wages, after all other involuntary and insurance premium deductions are made in any one pay period, is not sufficient to pay deductions required by this Agreement, no such deduction shall be made for that period.

**H. HOLD HARMLESS**

The authorization for payroll deductions described in this agreement shall specifically require the employee to agree to hold the County harmless from all claims, demands, suits or other forms of liability that may arise against the County for or on account of any deduction made from the wages of such employee.

The Association shall defend, indemnify and hold the County harmless against any and all claims, demands, suits, orders, judgments or other forms of liability that shall arise out of or by reason of, action taken or not taken by the County under this Agreement. This includes not only the County's reasonable attorney fees and costs but the reasonable cost of management preparation time as well. The County shall notify the Association of such costs on a case-by-case basis.

**I. RESCINDING FAIR SHARE FEE**

This section may be rescinded by a majority vote of the employees in a bargaining unit in accordance with the provisions Government Code Section 3502.5(d). The following is the Fair Share Fee Rescission Procedure agreed to by the Association:

1. TIME FRAMES: A request for a vote to rescind a fair share fee agreement may be filed one time during the term of the Memorandum of Understanding.
2. VALID REQUESTS: A request for a rescission vote must be accompanied by proof of approval of the request by at least 30% of the employees of the representation unit covered by the fair share fee agreement. Proof of approval shall require:
  - a. Valid signatures of individuals who were on payroll and members of the representation unit during the fiscal year in which the election is to be held. Printed names must accompany the signatures so that signatures may be verified.

- b. A statement that the intent of the signer is to secure approval for a vote to rescind the fair share fee agreement for the signer's representation unit. Each petition must be for a single representation unit.
- c. A date beside each signature attesting that the signature has been executed within the fiscal year.

The Director of Human Resources or designee shall verify that the request meets the above criteria.

3. **RESCISSION ELECTION:** If a valid request for rescission has been verified, the Director of Human Resources or designee shall arrange for a secret ballot:
  - a. Such election shall be conducted by the Public Employment Relations Board pursuant to its rules.
  - b. The election shall occur no sooner than 15 days and no later than 45 days following the submission of a valid request by members of a representation unit to rescind fair share fee provisions for their unit.
  - c. The issue shall be presented to unit members in the form of a question on which to vote yes or no: "Shall the fair share fee provisions of the Memorandum of Understanding for this bargaining unit be rescinded?"
  - d. If "yes" is marked by a majority of unit members, the fair share fee provisions shall be rescinded. A majority is defined as 50% plus one of all the eligible members of the unit.
  - e. The Board of Supervisors shall certify the results of the election.
4. **ELIGIBILITY TO VOTE:** Members of the unit who meet the criteria of 2a above shall be eligible to vote in the rescission election.
5. **ELECTION CHALLENGES:** Unfair election practices or challenges made to the conduct of an election which are not resolved by the County and the Association during the course of the election shall be filed with the Public Employment Relations Board. Such challenges or unfair election practice charges shall be heard in accordance with the Government Code and applicable PERB Regulations.
6. **ELECTION COSTS:** Any costs resulting from a rescission election shall be borne by the Association in accordance with the hold harmless clause of the fair share fee agreement.

## **J. FINANCIAL REPORT**

Annually, the Association shall provide the County with copies of the financial report required pursuant to Title 8 California Code of Regulations section 32993. Failure to provide such a report within sixty (60) days after December 31 of each calendar year



shall result in the termination of all fair share fee deductions without jeopardy to any employee, until said report is filed.

## **ARTICLE 4 SALARIES**

### **A. REGULAR SALARIES**

1. The County will provide a Recruitment and Retention General Adjustment increase of 3% 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:
  - 2% effective 18/19
  - 2% effective 19/20
3. The County will provide a 1% equity adjustment effective the first full pay period of the 19/20 fiscal year for all classifications in the bargaining unit.
4. The above adjustments will be added together to make one single salary adjustment in the 19/20 fiscal year.
5. These adjustments only apply to regular bargaining unit employees.

## **ARTICLE 5 OVERTIME**

### **A. WORK IN EXCESS OF FORTY HOURS PER WEEK**

When work is required in excess of forty (40) hours during any workweek, the employee shall be compensated at one and one-half times the regular rate for all hours worked in excess of this amount. For purposes of application of this policy, a workweek is defined as that time interval occurring between any Saturday at midnight and the succeeding Saturday at midnight. Generally, overtime shall not accrue until an employee has exceeded forty (40) hours in a workweek as provided herein, irrespective of the number of hours worked on any single day, except as specifically provided below for work on a holiday or call back.

**B. WORK ON A HOLIDAY**

An employee required to work on a designated holiday shall be entitled to compensation at the rate of time and one-half in addition to the regular pay which the employee will receive for not working on that day pursuant to the holiday policy.

**C. CALL BACK**

An employee who is required to return to work on an overtime basis shall receive minimum of two hours compensation at the rate of time and one-half.

**D. APPLICABLE TIME WORKED**

For the purpose of computing the number of hours worked and eligibility for receipt of overtime compensation at time and one-half, the time during which an employee is excused from work because of holidays, sick leave, compensatory time off, or vacation shall be considered time worked by the employee.

**E. OVERTIME COMPENSATION**

Overtime worked pursuant to the above shall be compensated by:

1. Cash payment at one and one-half times the regular rate; or
2. Compensatory time off at the rate of time and one-half, in accordance with the following:
  - a. All overtime hours earned during any workweek shall be compensated by cash payment at one and one-half times the regular rate or by the granting of compensatory time off at time and one-half as determined by the department head;
  - b. Pursuant to this provision, the employee shall not accrue more than 80 hours of compensatory time off. Any employee who has accrued the herein specified maximum amount of compensatory time off shall, for all additional overtime hours earned, be compensated by cash payment at one and one-half times the regular rate.

**F. PAYMENT FOR COMPENSATORY TIME NOT TAKEN**

1. The appointing authority may schedule compensatory time to meet the best interests of the County. Each regular employee in the bargaining unit shall be able to accrue CTO at the department heads discretion. Employees may request to use CTO in the same manner as vacation leave. The time when CTO will be taken shall be determined by the department head who shall give consideration to factors of workload and the desires of the employees prior to making such determination. If an employee is nearing their maximum allowed accrual, the appointing authority may direct the person to take compensatory time.

2. If the appointing authority cannot schedule compensatory time off within the fiscal year in which the overtime or holiday was worked, the employee shall be paid the equivalent compensation at the end of the last full pay period within said fiscal year, except that an employee may, with department head approval, carry forward from one year to the next a maximum amount of 40 hours of compensatory time earned and unused as of the end of the last full pay period of each fiscal year. Authorization to exercise this option must be obtained from the department head and submitted to the Auditor-Controller no later than the first Monday following the last full pay period in the fiscal year. Upon submittal by an employee of proper justification, the County Executive Officer (CEO) may grant an exception to the herein stated limitation on the amount of time which may be carried forward and/or the herein stated date for compensatory time pay off. Such exceptions shall only be granted upon a finding by the CEO that the best interests of the County will be served. The CEO's decision in these matters shall be final and binding and shall not be subject to review by any county officer or administrative or legislative body.

## **ARTICLE 6 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.

Employees temporarily assigned to Truckee shall be provided a County vehicle for the purposes of traveling to Truckee and compensated for travel time from their regular work assignment location.

### **B. SHIFT DIFFERENTIAL**

Employees who are required to work 50% or more of their regular work time between 6:00 P.M. and 6:00 A.M. shall receive a shift differential of 5% of base salary.

### **C. BILINGUAL PAY DIFFERENTIAL**

1. For those employees identified by the Director of Human Resources which have assigned duties involving the regular use of bilingual skills, a differential of 5.0% of base pay shall be provided. Regular use shall be defined as using the skill a minimum of twenty percent (20%) or more in the course of the employee's assigned duties. Exceptions to this requirement will 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.

**D. STANDBY TIME/NON-EXEMPT EMPLOYEES**

1. Standby time shall be compensated when an employee, outside his or her normal work assignment, must (1) remain where he or she can be contacted for immediate calls for service; and (2) be reached by telephone, beeper or other device; and (3) refrain from activities which might impair his or her ability to perform assigned duty; and (4) remain within a reasonable distance of the work location.
2. Fifteen (15) consecutive hours shall be the minimum standby duty assigned each employee during the regular work week unless the time of departure from work and return to work is less than fifteen (15) hours or upon mutual agreement between the appointing authority or his/her designee and the affected employee for a shorter period of time.
3. Within that interval of time between the employee's last scheduled day of work immediately preceding his/her assigned days off until the employee returns to work on his/her regularly assigned day, twenty-four (24) hours shall be the minimum standby duty assigned each employee unless the time of departure from work and return to work is less than twenty-four (24) hours, or upon mutual agreement between the appointing authority or his/her designee and the affected employee for a shorter period of time.
4. Employees assigned to standby duty shall receive in addition to their regular biweekly salary, 15% of their hourly base pay rate for each hour of standby time required.

**E. 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 not receive an increase for the first eighty (80) hours or

ten (10) working days, whichever comes first, of the first acting assignment. Thereafter, the employee will be eligible to receive an increase of at least 7.5% of the employee's base pay for the remainder of the assignment. The employee will be eligible to receive the acting pay effective the first day of each subsequent acting assignment when working in the same acting position. 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, 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.

## **ARTICLE 7**

### **LEAVES OF ABSENCE**

#### **A. LEAVE WITHOUT PAY**

1. In instances where the work will not be seriously handicapped by the temporary absence of an employee from a regular position, the County Human Resources Director may grant a leave of absence for a period not to exceed four (4) months upon request of the employee and approval of the Department Head. If the leave is denied by the Human Resources Director, the Department Head may request that the matter be decided by the County Executive Officer (CEO). Extension of the leave of absence or an initial request for a longer leave of absence may be considered upon application of the Department Head to the CEO. All requests for leaves of absence must be in writing and must establish reasonable justification for approval of the request. A leave of absence shall not be approved for an employee who is accepting employment outside of County service.
2. Any leave of absence without pay exceeding fifteen (15) calendar days shall cause the employee's salary anniversary date to be postponed a number of calendar months equal to the number of full calendar months or major portion thereof, for which the leave of absence was taken. Sick leave, vacation credits, and insurance benefits shall not accumulate during said leave of absence unless otherwise provided.

3. Failure of the employee to return to his/her former County position immediately following the expiration of leave may be cause for dismissal.

**B. VACATION LEAVE**

Effective July 2, 2017, vacation leave shall apply to all members of this Unit. Any member with PLP leave banks will have the opportunity to access their PLP leave accruals and reduce the leave bank, but the accumulation of PLP time will cease effective July 2, 2017.

1. Regular employees assigned to the normal forty (40) hour workweek shall accrue vacation leave at the rate of 6.6667 hours for each full calendar month of service during the first four (4) years of employment; at the rate of ten (10) hours for each full calendar month of service from the beginning of the fifth (5th) year through the twelfth (12th) year of employment; and at the rate of 13.3334 hours for each full calendar month of service in excess of twelve (12) years.
2. Employees of the County assigned to work weeks in excess of the regular forty (40) hours shall accumulate vacation leave at the equivalent to the above correlated to their regular weekly hours of work.
3. Part-time appointments to regularly authorized positions working fifty percent (50%) or more, on a monthly basis, shall accrue vacation on a pro rata basis.
4. Each regular County employee in the bargaining unit, regardless of "regular" or "probationary" status, shall be able to accrue and use vacation leave. The time when vacation shall be taken will be determined by the Department Head, who shall give consideration to factors of workload and the desires of the employees prior to making such determination and an employee with Department Head approval may:
  - a. An employee may accumulate up to, but no more than 284 hours of combined vacation credit at any given time during the fiscal year.
5. It shall be the responsibility of each Department Head to ensure that no employee involuntarily forfeits vacation leave accrual pursuant to application of this section, and he/she shall schedule vacation leave for each employee as necessary to comply herewith.
6. Vacation leave shall not accrue during any period of leave of absence in excess of fifteen (15) calendar days, with the exception of authorized temporary military leave of an employee who has been in the service of the County for a period of not less than one year, and who shall also accrue vacation leave for authorized temporary military leave beyond the fifteen (15) calendar days.
7. An employee who terminates or is terminated from the County shall be entitled to receive pay for earned vacation. In no case shall payment be for more than the two hundred and eighty-four (284) hours maximum accumulation allowed. In case of death, compensation

for accrued vacation leave shall be paid in the same manner as salary due the decedent is paid. The Auditor shall compute such pay in accordance with the hourly rate conversion table contained in the County Salary Plan.

**C. SICK LEAVE**

Effective July 2, 2017 sick leave shall apply to all members of this Unit.

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 working fifty percent (50%) or more, on a monthly basis, shall accrue sick leave on a pro rata basis.
4. Each regular County employee shall accrue sick leave but shall not be permitted to use such sick leave during the first 90 days of service.
5. Upon retirement or termination with satisfactory performance after ten (10) years of service, each regular employee shall be paid twenty-five percent (25%) of the value of all unused, accrued sick leave. The value of such unused sick leave shall be determined by multiplying the total hours accumulated at the time of termination by the hourly wage rate of the range and step to which the employee is assigned.
6. County has adopted PERS Section 20965, Credit For Unused Sick Leave. It is understood that an employee who is otherwise eligible for the benefits described in this subsection or in subsection 5 above may select only one, which selection must be made timely and shall be irrevocable.
7. 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.
8. No employee shall be entitled to receive sick leave with pay until he/she has been continuously employed for a period of ninety (90) days. An employee may utilize his/her allowance of sick leave when unable to perform his/her work duties by reason of illness or injury, including maternity, necessity for medical or dental care, exposure to contagious disease under circumstances by which the health of the employees with whom associated, or member of the public necessarily dealt with, would be endangered by the attendance of the employee. An employee may utilize up to ten (10) days of sick leave



because of childbirth by a spouse or because of serious illness or death in the immediate family requiring the presence of the employee. "Immediate family" is defined as mother, father, spouse, sister or brother of husband and wife, children, grandchildren, grandparents of both husband and wife, or other relative residing in the employee's immediate household.

9. 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 afore stated 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.

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

Effective July 2, 2017, members of this unit with Personal Leave Program balances will have the balance frozen until such time as the balance is drawn down by normal use or paid out at the time of separation or retirement.

**E. DONATION OF ACCRUED VACATION/CTO TIME**

1. An employee may, upon approval, transfer all or any portion of his/her accrued PLP, vacation leave or CTO leave time to another employee of the County. Transfer of PLP/vacation/CTO leave time from one employee to another pursuant to this subsection shall be permitted only in unusual, unanticipated, emergency situations involving serious illness or injury of an employee or serious illness, injury, imminent death or death of a member of the employee's immediate family. A request for transfer of PLP/vacation/CTO leave time may be initiated by either the employee in need of additional time or by an employee or employees who wish to donate time to another employee.
2. A request for transfer of PLP, vacation or CTO leave time shall be processed as follows:
  - a. The employee(s) making the request shall do so in writing to his/her department head;
  - b. The department head shall then forward the request, with a recommendation, to the Human Resources Director;
  - c. The Human Resources Director shall review the request and recommendation and shall approve or deny the request within a reasonable period of time. The Human Resources Director decision to approve or deny the request shall be final and binding on the parties.



- d. Upon receipt of the Human Resources Director approval, employees willing to donate accrued PLP, vacation or CTO leave time for transfer to another employee shall do so on the Leave Transfer Form developed by the Department of Human Resources;
  - e. Completed Leave Transfer forms shall be submitted directly to the Auditor-Controller's Office by the donor employee. The Auditor shall then credit the recipient employee's vacation leave account by the amount of time donated. In determining the amount of vacation leave time to be credited to the recipient, the Auditor-Controller shall divide the donor's hourly wage rate by the recipient's hourly wage rate and shall multiply the resulting quotient by the number of hours donated.
- 3. A donor's name may be released to a recipient upon request unless said donor designates otherwise on the Leave Transfer Form.
  - 4. Participation in this program shall be strictly voluntary. No employee shall be required or expected to participate and no employee shall be subject to coercion or threat or intimidation of any kind for failure to donate PLP, vacation leave or CTO time pursuant to this program.
  - 5. To be eligible for receipt of donated time, the affected employee must first exhaust his/her accrued PLP, vacation, sick leave and CTO.
  - 6. Any donated time in excess of that necessary to carry the employee through the term outlined in number one (1) above, shall be returned to the donor employee(s) on a proportionate basis.

**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 will not be permitted to accrue or carry over more than the amount of floating holidays they are eligible for in a year. Therefore, if the employee has not used all of their floating holiday credits by the end of the fiscal year (June 30), at the beginning of the next fiscal year (July 1) the employee will only be eligible to receive floating holiday credits up to the maximum floating holidays they are eligible for in the new fiscal year (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. Each employee with more than fourteen (14) years of service shall receive one (1) additional floating holiday per year. This shall be granted in accordance with all other current requirements pertaining to the accrual and use of County holiday benefits and the determination of seniority for purposes of benefits administration.
  3. Part-time, regular employees shall be entitled to compensation on a pro-rata basis, applying the percentage of employment against the eight (8) hours granted a full-time employee. Positions working less than fifty percent (50%) shall not be eligible for holiday benefits.
  4. 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.
  5. 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 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.

#### **G. MILITARY LEAVE**

Military leave shall be granted in accordance with the provisions of the Military and Veteran's Code. All employees entitled to military leave shall give the appointing authority an opportunity within the limits of applicable military regulations to determine

when such leave shall be taken, and shall provide the appointing authority with a copy of the military leave.

#### **H. COURT DUTY**

A regular employee in the County service, who is not a party to the court action, shall be granted a leave of absence with pay for:

1. Service with a jury, provided that the salary paid to the employee for the period of absence shall be reduced by the amount of money he/she received for jury service, or an amount equal to the amount of money received for jury service is deposited with the County of Nevada prior to receiving any warrant for the pay period affected.
2. Appearance before a court, legislative committee, judicial or quasi-judicial body as a witness in response to a subpoena or other direction by proper authority, provided that the salary paid to him/her shall be reduced by an amount equal to any compensation he/she might receive as witness fees, or an amount equal to the amount of money received as witness fees is deposited with the County of Nevada prior to receiving any warrant for the pay period affected.
3. Attendance in court in connection with an employee's officially assigned duties, including the time required to travel from the work-site to court and return.

#### **I. LEAVE--VOLUNTEER FIREFIGHTER/RESERVE DEPUTIES**

1. A volunteer firefighter may respond to fire and rescue calls within his/her fire department jurisdiction during County working hours provided his/her immediate work is such that he/she may leave, as determined by his/her immediate supervisor.
2. The employee shall notify a supervisory member of the County department upon receipt of a call and when returning from a call.
3. Any injury sustained by a volunteer firefighter during the periods of time away from work on a fire or rescue call shall be reported to the compensation insurance carrier of the fire department of which the volunteer is a member.
4. The time spent away from regularly assigned work during a fire or rescue call by a volunteer firefighter who is a County employee shall be counted as time worked for pay purposes.
5. Upon request of the Sheriff, a Reserve Deputy Sheriff may respond to an emergency call during working hours provided his/her immediate work is such that he/she may leave, as determined by his/her immediate supervisor.

**J. LEAVE FOR PURPOSE OF DONATING BLOOD**

A regular employee may be granted up to one (1) hour of leave with pay for purposes of donating blood during his/her regularly scheduled work hours to any organized local blood drive sponsored within Nevada County by the Sacramento Blood Center or other bona fide blood bank, provided that:

1. Release of the employee will not unduly interrupt departmental schedules or operations, as determined exclusively by the department head, and;
2. The employee provides proof of donation as deemed sufficient by the department head, and;
3. No employee shall be granted leave pursuant to this subsection more frequently than once every eight (8) weeks.

**K. VOLUNTARY TIME OFF (VTO)**

Provisions of the VTO program shall not be changed without meeting and conferring with the Association.

**ARTICLE 8  
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 Union 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 General 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.

**C. EMPLOYEE HEALTH COVERAGE PACKAGE**

1. Health, Dental and Optical insurance will be available to all employees and their dependents.
2. Employees will have the option of choosing all available coverage's or, upon proving other coverage, may choose to opt out of health coverage and the County will pay the employee \$300 dollars per month. Employees can 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 PPOA may reopen on any impacts and effects.

4. Employees who live in the Truckee area who elect health insurance coverage will receive the same benefit as stated in items 1 through 3 as stated above; however, the County contribution for the benefit will be based on the least expensive health insurance plan

available to the County in the Truckee area, which is currently a PPO plan. In addition, Truckee employees who are not eligible to participate in an HMO plan 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 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. 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 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.
- 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.

#### **D. LIFE INSURANCE**

1. Employee and dependent coverage shall be paid 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.

If the County increases basic life insurance coverage for other bargaining groups during the term of this Agreement, the County will provide the increased basic life coverage to this bargaining unit.

#### **E. 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.

#### **F. 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

available to the County in the Truckee area, which is currently a PPO plan. In addition, Truckee employees who are not eligible to participate in an HMO plan 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 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. 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 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.
- 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.

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2. Employee coverage shall be provided in the amount of \$20,000, and there shall be \$1,000 coverage provided for each eligible dependent.

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**F. 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 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.

This section shall become null and void following a bargaining unit vote to discontinue SDI and compliance with State requirements for withdrawal.

**G. LONG-TERM DISABILITY BENEFIT**

The County shall provide to employees in the Probation Officer series with a long-term disability benefit as soon as possible. If PERS safety retirement benefits are implemented for the above-mentioned employees, the County will cease paying for the benefit and the employees shall determine whether or not to continue the benefit at their expense.

**ARTICLE 9  
RETIREMENT PROGRAM**

**A. AUTHORITY**

1. 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. 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.

3. 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.
4. 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.
5. The County agrees to adopt the PERS optional death benefit Section 21548, Pre-Retirement Optional Settlement 2 Death Benefit by June 30, 2003.
6. The employees in this unit are eligible for PERS Section 21540.5 Special Death Benefit.
7. Credit For Unused Sick Leave - Employees of the unit shall be eligible for PERS Section 20965, Credit For Unused Sick Leave.
8. EPMC - Effective July 1, 1999, provisions of Senate Bill 53, wherein regulations provided in Government Code Section 20023(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.

9. Social Security - Each regular employee shall pay his/her contribution to the system.

**D. COVERAGE--LEAVE OF ABSENCE**

1. Retirement contributions shall continue for any employee on leave of absence with pay unless otherwise provided by contract, ordinance or statute.

2. Retirement contributions shall be suspended for any employee on leave of absence without pay exceeding fifteen (15) calendar days in duration effective on the first day of said leave.

**E. 457 PLAN**

The County agrees to establish and make available, at no County contribution, a 457 plan or plans per the Internal Revenue Code.

**F. RETIREE HEALTH INSURANCE**

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. 0-10 years of consecutive service = the PERS required premium (premium (PEMHCA minimum)
  - b. 11-19 years of consecutive service = \$150.00 or the PERS-required premium (PEMHCA minimum), whichever is greater.
  - c. 20+ years of cumulative service = 100% of the least expensive health insurance plan available to the County.
  - d. 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 pay a retiree health insurance stipend for employees hired after 7/1/00 and retire from Nevada County as follows.
  - a. 0-19 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 and were hired prior to July 1, 2000 or 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. The above applies to retirements on or after the date this agreement is ratified by the membership and approved by the Board of Supervisors.

5. Eligible employees who have accumulated twenty (20) years or more of cumulative service with Nevada County will 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 will 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 10**

### **A. TRANSFERS**

1. An employee may be transferred to a position in another office, department, or agency provided, prior to the transfer:
  - a. the two positions have similar minimum qualifications and duties and the affected employee possesses the minimum qualifications for the position to which he or she is being transferred; and
  - b. the positions, if not in the same class, are in the same salary range, provided that an employee may voluntarily accept a transfer to a position in a lower salary range; and
  - c. the employee is provided at least ten working days' notice; and
  - d. the County Personnel/Human Resources Director has approved the transfer.
  - e. Employees who transfer shall not be subject to a new probation period, and there will be no change in anniversary date for a transferred employee.
  - f. Employees will not be subject to involuntary geographic moves between Truckee and the western County; however, in the absence of volunteers to provide staffing coverage, an employee may be assigned to Truckee, into an allocated Truckee position (per the County staffing resolution), for up to twelve consecutive months. Such assignments will be eligible for the Truckee differential provided in Article 6, Special Allowances.

**ARTICLE 11**  
**PERFORMANCE EVALUATION**

**A. PERFORMANCE REPORTS**

The Human Resources Director shall establish a performance management system. The standards shall have reference to the quality and quantity of work performed in the manner in which the service is rendered and the responsibility of employees to their duties. Employee performance reports shall be developed so that they can be used as a guide in determining layoffs, transfers, and step advancements. The performance report of each employee shall be reviewed with the employee by his/her appointing authority or supervisor in order that improvement may be recommended if required, and commendation provided when warranted. Performance reports, after filing, may be examined by the employee, by the employee's supervisor, by the Human Resources Director, and appointing authority, but shall not be open to any other person except for purposes of inquiry or review as approved by the Human Resources Director.

**B. PROBATIONARY PERFORMANCE REPORTS**

1. During the probationary period of an employee, the appointing authority and the immediate supervisor shall regularly monitor and review the employee's performance, development in his/her classification, and responsiveness to the position's requirements, to determine whether the probationary employee has met the requirements for regular status.
2. Performance reports shall be made and filed with the Human Resources Director at least five (5) working days prior to the expiration of three (3) and (6) calendar months of probationary service and at least five (5) working days prior to the end of the twelve (12) month probationary period. Failure to make and file a performance report within the time limits stated herein shall not confer regular status upon any probationary employee. Performance evaluations may not be appealed.

**C. REGULAR EMPLOYEES PERFORMANCE EVALUATIONS**

Performance reports conducted on regular employees shall be required in conjunction with proposed merit salary increases. After attaining the top step of the pay range, performance reports shall be made and filed by the supervisor or appointing authority annually and at such other times as performance has changed substantially since the last evaluation, or as required by the Human Resources Director for use in transfer or special evaluation.

**ARTICLE 12**  
**GRIEVANCE, DISCIPLINE AND APPEALS**

**A. GRIEVANCE PROCEDURE**

The Association shall have the exclusive access to the following Grievance Procedure:

If an employee has not been a member of the Association, or has not paid a fair share fee for at least thirty (30) days prior to filing a formal grievance, or chooses to represent themselves, the Grievance Procedure as outlined in the Nevada County Personnel Code shall apply. In the event an employee files a grievance without the assistance of the Association and wherein the said employee alleges violation of a current Agreement between the County and the Association, the County shall notify the Association and provide a copy of the said grievance to same prior to issuance of the Human Resources Director's decision as prescribed in the Personnel Code.

The following shall apply only if the Association is the representing party.

**1. DEFINITIONS**

- a. A grievance is a complaint of one or a group of employees or a dispute between the County and the Association, involving the interpretation, application or enforcement of the express terms of this Agreement.
- b. As used in this procedure, the term immediate supervisor means the individual who assigns, reviews and directs the work of an employee.

**2. TIME LIMITS**

Each party involved in a grievance shall act quickly so that the grievance may be resolved promptly. Every effort should be made to complete action within the time limits contained in the grievance procedure but, with the written consent of all parties, the time limitation for any step may be extended.

The time specified in these rules may be extended to a definite date by mutual agreement by stating the fact thereof on the grievance previously submitted and initialed by the parties making the agreement.

The grievant shall be permitted a reasonable amount of work time as determined by the department head, in preparing the grievance and presenting same at each level of appeal as specified herein.

3. INFORMAL DISCUSSION

- a. The grievance initially shall be discussed with the immediate supervisor. The employee may be represented by the Association Representative. Within five (5) working days, the immediate supervisor shall give a decision or response.
- b. If an informal grievance is not resolved to the satisfaction of the grievant, or a formal grievance may be initiated. A formal grievance must be initiated within ten (10) workdays of the decision rendered in the informal grievance procedure.

4. FORMAL GRIEVANCE

- a. A formal grievance shall be initiated in writing on a form prescribed by mutual agreement of the County and the Association and shall be filed with the Department Head as the first level of appeal.
- b. Within ten (10) work days after the initiation of the formal grievance, the Department Head at the first level of appeal shall investigate the grievance and give a decision in writing to the parties.

5. APPEAL OF FORMAL GRIEVANCE

- a. If the Department Head's decision is not satisfactory, it may be appealed in writing within ten (10) workdays to the Human Resources Director.
- b. The Human Resources Director shall respond in writing within ten (10) workdays to the parties. If the Human Resources Director determines that it is desirable, he/she shall hold conferences or otherwise investigate the matter.

If the Human Resources Director fails to respond in writing as provided, or if the response is not satisfactory, the Association shall have the right to refer the matter to arbitration. Such referral shall be made by written demand submitted to the County Executive Officer within 10 working days. Failure to submit the referral to arbitration within 10 working days constitutes a waiver of said right to arbitrate the matter.

**B. DISCIPLINE PROCEDURE**

1. PERMANENT AND PROBATIONARY EMPLOYEES

Employees may be disciplined and shall have the right to appeal consistent with this Agreement and the County Personnel Code.

2. APPEAL BASED ON DISCRIMINATION

Any probationary employee or permanent employee who believes he or she has been rejected from probation, dismissed or disciplined because of race, color, religion, age, sex, national origin, political affiliation, marital status, or handicap, or for engaging in

any activity authorized and protected under applicable statutory law, memorandum or understanding or County code or ordinance, may file a written complaint alleging the same and stating the facts in support of the allegation within ten (10) working days of the effective date of the rejection, dismissal or disciplinary action.

The Human Resources Director, upon receipt of the complaint, shall conduct such review as he/she deems appropriate, and shall issue a determination to sustain, reverse or modify the action. Such determination shall be final and binding on all parties concerned, except as may be otherwise provided to permanent employees under this Agreement.

3. LETTER OF REPRIMAND

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

An employee shall have thirty (30) calendar days within which to file a written response to such reprimand entered into the personnel file, and such written response shall be attached to the reprimand. A letter of reprimand issued to an employee pursuant to this section and the attached response shall, upon request of the affected employee, be removed from the employee's personnel file after a minimum of two years have lapsed, provided that during that intervening two year period the said employee has not received a less-than-satisfactory performance report and has not been issued any additional letter of reprimand pursuant to this section.

4. EXCLUSIVE ASSOCIATION DISCIPLINARY PROCESS

The Association shall have the exclusive access to the following due process and representation rights for any level of discipline prior to implementation.

The Nevada County Personnel Code shall require five (5) working days advance notice of any level of discipline. Employees covered under this MOU shall be provided ten (10) working days advance notice of any level of discipline.

If an employee has not been a member of the Association, or has not paid a fair share fee for at least thirty (30) days prior to notification of a disciplinary action, or chooses to represent themselves, Section 18 of the County's Personnel Rules and Regulations shall apply.

5. DISCIPLINARY ACTION - Defined as suspension, demotion or termination.

At least five (5) working days prior to the effective date of the proposed disciplinary action, a copy of the notice shall be served upon the employee who is the subject of the disciplinary action. The Association and the employee shall, within said ten (10) working day period, respond orally and/or in writing to the proposed action or waive the right to respond.



After either time has elapsed for receiving response or the response has been received and considered, the appointing authority shall decide whether the proposed action should be taken.

If so, the Order which imposes the action as originally proposed or as revised after receipt of the response shall be prepared by the appointing authority, be reviewed with the County Counsel for legal sufficiency, and the action shall commence at such time so as not to disrupt the operations of the department.

Five (5) working days prior to the effective date of the disciplinary action, the Order shall be filed with the Human Resources Director and The Association, and a copy thereof together with a copy of this section outlining the appeal procedure, shall be served on the employee who is the subject of the disciplinary action. If personal service upon the employee of the written notice or of the Order is impossible, a copy shall be sent by certified mail to the employee at the last known address.

When the alleged violation/s involve employee behavior which threatens the County's operations or the safety of its employees and/or members of the public, an employee may be placed on an immediate administrative leave with pay pending the outcome of any pre-disciplinary proceedings.

#### 6. CAUSES OF DISCIPLINE

Each of the following constitutes cause for discipline which may consist of, but not be limited to, suspension, demotion, or dismissal of an employee:

- a. Fraud in securing appointment;
- b. Incompetency;
- c. Inefficiency;
- d. Inexcusable neglect of duty;
- e. Insubordination;
- f. Dishonesty;
- g. Sexual harassment or abuse of County employees;
- h. Illegal manufacture, distribution, possession, and or use of a controlled substance in the work place;
- i. Being intoxicated and/or under the influence of any controlled substance while on duty or while subject to scheduled call back;
- j. Inexcusable absence without leave (absenteeism or tardiness);
- k. Conviction of a felony or conviction of a misdemeanor involving moral turpitude;
- l. Discourteous treatment of the public or other employees;
- m. Improper political activity as specified in the Personnel Code;
- n. Misuse of County property;
- o. Violation of any of the provisions of the Personnel Code;



- p. Refusal to take and subscribe to any oath or affirmation which is required by law in connection with employment;
- q. Misuse of sick leave or a claim of sick leave under false pretenses;
- r. Threat or assault on an employee or member of the public in connection with County employment;
- s. Any other failure of good behavior or acts either during or outside of duty hours which are incompatible with or inimical to the public service;
- t. Falsifying records.

## 7. RIGHT OF APPEAL

The Association may appeal any level of discipline by filing a notice of appeal in writing to the charges set forth in the Order of Discipline with the County Human Resources Director prior to the effective date of the discipline.

The Human Resources Director shall review said Order and appeal, and shall then hold a meeting within five (5) working days from the date of service of the Order, to discuss the disciplinary action and appeal with the employee, The Association and the appointing authority. The order of discipline shall be postponed until such time as the disposition of the meeting is finalized. In the event an agreement regarding disposition of the matter cannot be reached with five (5) working days after the meeting, the Association shall have the right to refer the matter to arbitration. Such referral shall be made by written demand submitted to the County Executive Officer within 10 working days. Failure to submit the referral to arbitration within 10 working days constitutes a waiver of said right to arbitrate the matter. The timelines above may be extended by mutual agreement of the parties.

### C. APPEAL ARBITRATION (GRIEVANCE AND DISCIPLINE)

Upon receipt of an arbitration request by The Association, the County Executive Officer or his/her designee shall order that the matter be heard by an arbitrator selected from a listing of arbitrators supplied by the State Conciliation Service. The arbitrator shall be selected from a listing of three (3) individuals identified by the State Conciliation Service who have been previously identified by the parties as mutually agreeable.

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

All costs related to the hearing incurred by the arbitrator and all fees of the arbitrator will be shared equally by the parties.

The following rules shall apply to any hearing conducted under the provisions of the Section:

- a. The hearing shall be public except that if the employee requests that the matter be heard privately, it shall be so heard.
- b. The provisions of Section 11507.6 of the Government Code shall provide the exclusive right to and method of discovery except that time limitations will be those established by the arbitrator.
- c. Evidence may be submitted by affidavit or by deposition in accordance with the provisions of Section 11514 and Section 11511 of the Government Code, respectively.
- d. Subpoenas for attendance or the production of documents at the hearing shall be issued in accordance with Section 11510 of the Government Code.
- e. The hearing shall be conducted in accordance with evidence rules as outlined in Section 11513 of the Government Code.
- f. Witnesses shall suffer no loss of compensation or benefits while participating in this procedure, in order to give testimony before the arbitrator. Recognizing the County's need to provide continuity of services to the public, the Association shall provide a list of required witnesses in advance of any scheduled hearing and shall insure that the number of witnesses and their scheduling shall be reasonable.

#### **D. DECISION**

The arbitrator's decision, supported by written findings, shall be final and binding upon all parties and shall not be subject to any modification by the Board of Supervisors and shall be presented and acted upon in a timely fashion by mutual agreement of the parties.

### **ARTICLE 13 LAYOFF**

#### **A. LAYOFF**

1. 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.
2. The County shall give the Association notice prior to implementation of any proposed layoff and shall consult with the 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 extra help and provisional 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 full-time probationary employees shall be laid off, in an order determined by the appointing authority, before any regular employee.
4. All part-time regular employees shall be laid off, in an order determined by the appointing authority, before any regular full-time employees.
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.

For the purpose of applying this section only, performance shall be defined as annual or probationary performance evaluations submitted 90 days 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:

- a. All employees within the classification of a position which is being abolished whose most current annual performance report was less than overall "satisfactory" shall be laid off before any employee in the same classification whose most current annual or final probationary performance report was overall "satisfactory" or above. Within this less than satisfactory group, a less senior employee shall be laid off before an employee with more years of service. An employee laid off pursuant to this provision shall not be permitted to bump an employee occupying a lower classification. Where seniority is equal, the order of layoff within the less than satisfactory group shall be determined by lot as drawn by the Human Resources Director.
- b. All employees within the classification of a position which is being abolished whose most current annual or final probationary performance report was overall "satisfactory" shall be laid off before any employee in the same classification whose most current annual or final probationary performance report was overall "very satisfactory." Within this group, a less senior employee shall be laid off before an employee with more seniority. Where seniority is equal, the order of

layoff within this group of employees shall be determined by lot as drawn by the Human Resources Director.

- c. All employees within the classification of a position which is being abolished whose most current annual or final probationary performance report is "very satisfactory" shall be laid off before any employee in the same classification whose most current annual or final probationary performance report is "outstanding." Within this group, a less senior employee shall be laid off before an employee with more seniority. Where seniority is equal, the order of layoff within this group of employees shall be determined by lot as drawn by the Human Resources Director.
- d. Whenever it becomes necessary to lay off employees whose most current annual or final probationary performance report 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.
- e. 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 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.

- f. Any employee bumped pursuant to e., above, shall be permitted to exercise bumping rights into an existing lower classification within the same series and within the same department, where applicable.
6. Special Skills – 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. INTERDEPARTMENTAL TRANSFERS**

1. 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.
2. 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.

**D. SENIORITY DEFINED**

For the purpose of applying this section only, seniority shall be defined as:

1. 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.
2. Seniority shall not include any period during which an employee was:
  - a. On leave without pay for disciplinary reasons; or
  - b. Not actually in County employment because of his or her voluntary termination, layoff, or other cause.
3. 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.
4. Seniority shall include any time during which an employee is on approved paid or unpaid leave of absence and receiving workers' compensation benefits for an acknowledged job-incurred injury. Such time shall be counted as time worked for purposes of determining seniority and no employee shall suffer any loss of seniority for purposes of layoff where the fact of his/her leave of absence is caused by a bona fide work-related injury.

**E. 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.

**F. REGRESSION LADDER**

The parties agree and mutually understand that there will be no layoffs of employees in this bargaining unit prior to meeting and conferring in good faith and updating the County's regression ladder which depicts layoff bumping rights.

**G. RE-EMPLOYMENT LISTS**

1. Providing his or her overall efficiency has been satisfactory, any person having regular or probationary status in the classified service who is laid off in good standing shall have, at the time of layoff, his or her name placed on the re-employment list for the classification from which he or she has been laid off.
2. Any regular or probationary employee who is laid off in good standing may, upon written request, have his or her name placed on a re-employment list for any other classification of equal or lower pay for which he or she is qualified.

**ARTICLE 14  
MISCELLANEOUS**

**A. CONTRACTING OUT**

1. The County may, in the interest of economy and efficiency, perform any or all of the services, projects, or work assignments of its departments, offices, boards, or commissions through the use of its own employees, the employees of other governmental agencies, or through the use of contractual agreements.
2. The County shall give the Association notice prior to the implementation of any proposed contracting wherein such contracting may result in the layoff of any regular employee and shall consult with the Association in good faith regarding the effects of such contracting. Such consultation shall not delay the effective date of such contracting unless an agreement is reached to postpone or cancel the proposed contracting. Consultation shall not be required where the contracting will not result in the layoff of any regular employee.

**B. EMPLOYEE BREAKS**

Each non-exempt employee shall normally be allowed one rest period not to exceed fifteen (15) minutes for each four (4) hours of continuous time worked. The time when breaks shall be taken shall be at the discretion of the appointing authority. Insofar as practicable and consistent with work requirements and with the advance approval of the supervisor, each rest period shall occur in the middle of the above-specified four-hour period at the Department Head's discretion. Breaks shall not be combined. Nothing

contained herein shall be construed to provide more than two (2) rest periods to any employee during any shift, irrespective of the total number of hours worked in the shift, nor shall such rest periods be cumulative.

**C. DAYS AND HOURS OF WORK**

1. Except as otherwise specifically provided, the normal work schedule for full-time, regular employees shall consist of five (5) eight (8) hour days from 8:00 A.M. to 5:00 P.M. Monday through Friday except holidays unless otherwise approved by the County Executive Officer (CEO). With the approval of the CEO, a department head may make such changes to the schedule of work hours as public convenience or necessity may require. The workweek shall commence on Saturday at midnight and end on the following Saturday at midnight. Employees occupying regular part-time or temporary positions shall work such hours and schedules as prescribed by their department head.
2. The County may, in the interest of efficient staffing and operations, temporarily create a work schedule of work shifts of lesser than, greater than, or equal to five days per week/eight hours per day upon the order of the affected department head for a period not to exceed 60 consecutive working days after giving notice to the affected employees not less than 5 calendar days in advance. Such advance notification shall not be required upon the declaration of an emergency by the County.
3. Temporary work schedules exceeding 60 consecutive working days shall be requested in writing by the department head and approved by the County Executive Officer. Upon such approval, the County and the Association shall meet and confer prior to such temporary work schedules continuing past 60 consecutive working days. In the event that the County and Association fail to reach agreement concerning such continuing work schedules, the County may implement such continuation after seeking resolution through the impasse procedure. If an appeal is made by the Association to the Board of Supervisors, the decision of the Board of Supervisors shall be final.
4. The County may, in the interest of efficient staffing and operations, permanently create a work schedule of work shifts of lesser than, greater than, or equal to five days per week/eight hours per day and shall meet and confer with the Association, prior to any such change, regarding the effects of such permanent change of working hours. In the event that the County and the Association fail to reach agreement concerning such permanent change of hours, the County may implement such permanent change of hours after seeking resolution through the impasse procedure. If appeal is made by the Association to the Board of Supervisors, the decision of the Board of Supervisors shall be final. The County agrees to provide the Association with a minimum of 14 calendar days notice, in advance, of any planned permanent change in working hours.
5. The permanent work schedule of all employees shall be five days per week/eight hours per day unless requested in writing by the affected department head, approved in writing



by the County Executive Officer, and subject to the meet and confer process described above.

6. Nothing contained herein shall prevent a department head from assigning or reassigning an employee to any work schedule applicable to that employee's classification pursuant to this section. Further, nothing contained herein shall be construed to preempt a department heads' authority to assign overtime pursuant to the current Memorandum of Understanding and Nevada County Personnel Code.
7. The provisions of the Fair Labor Standards Act, as applicable, shall be applied in determining any compensation rates for hours worked in excess of 40 hours per week.

#### **D. FLEXIBLE WORK SCHEDULES**

A flextime work schedule is a departmental plan by which non-exempt employees are permitted to have, within certain limits, a flexible work schedule working a minimum of an eight-hour workday.

Flextime schedules shall only be allowed in cases where the following conditions are met:

1. Written approval of the plan by the County Executive Officer is required before a department may implement a flextime plan.
2. The submitted flextime plan must include the following information:
  - a. Method for employees who request to work flextime to request a schedule of work hours in advance of receiving approval to participate in a flextime schedule.
  - b. Agreement between the employee and the appointing authority that approval to work a flextime schedule is at the discretion of the appointing authority based on the needs and convenience of the department including, but not limited to the schedules of other personnel, public convenience, departmental workload and other operational considerations.
  - c. Agreement between the employee and the appointing authority stating that employees may work anytime between 7:00 a.m. and 6:00 p.m., with either a half-hour or an hour off for lunch. Core hours during which an employee must be in the office are 9:00 a.m. to 3:30 p.m. unless special circumstances prevent compliance which must be communicated to the appointing authority. Temporary modifications to the above parameters may be considered on an incidental case-by-case basis at the sole discretion of the appointing authority or designee.
  - d. Agreement between the employee and the appointing authority stating that participation in the flextime schedule does not preclude being scheduled for hours



in excess of 8 hours a day or 40 hours in the week in which case the employee may qualify for overtime pay as provided in the Personnel Code.

3. The submitted flextime plan shall be reviewed by the Human Resources Director and submitted to the County Executive Officer for approval. Copies of the approved plan shall be distributed to the Department Head, the Auditor-Controller's Office, the Human Resources Department and The Association.

**E. FOUR 10-HOUR-DAY WORK SHIFT ALTERNATIVES**

Implementation of a four-day/10 hour per day work-shift is subject to the following provisions:

1. Written approval of the plan by the County Executive Officer is required before a department may implement 4/10 work-shifts.
2. The submitted flextime plan must include the following information:
  - a. Method for either notifying employees of the change of assignment or method for employees to request to work a 4/10 work-shift in advance of receiving approval to participate in a flextime schedule.
  - b. Agreement between the employee and the appointing authority that approval to work a 4/10 schedule is at the discretion of the appointing authority based on the needs and convenience of the department including, but not limited to the schedules of other personnel, public convenience, departmental workload and other operational considerations.
  - c. If an employee is absent on PLP, vacation, CTO, sick leave, or leave without pay on a scheduled work day, or if the employee is operationally unable to revert to a 5-day/8 hour work schedule during a week with one or more holidays, the amount of leave deducted or the amount of hours designated as paid holiday shall equal 8 hours. Employees may elect to have the remainder of hours deducted from appropriate leave balances or counted as unpaid leave.
  - d. Agreement between the employee and the appointing authority stating that participation in the schedule does not preclude being scheduled for hours in excess of 40 hours in the week in which case the employee may qualify for overtime pay as provided in Section 24 of the Personnel Code.
3. The submitted flextime plan shall be reviewed by the Human Resources Director and submitted to the County Executive Officer for approval. Copies of the approved plan shall be distributed to the Department Head, the Auditor-Controller's Office, the Human Resources Department and The Association.

## **ARTICLE 15**

### **TERMS OF AGREEMENT**

#### **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 the Agreement shall not be affected thereby. If any portion of the Agreement is so held invalid or if compliance with any 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**

1. The provisions of the Personnel Code specified below which are mandatory subjects of the meet and confer process shall remain in full force and effect as though fully set forth herein.

These Sections include:

- 13 Probationary Periods,
- 14.3 Salary Adjustments,
- 14.5 Salary Anniversary Date,
- 14.6 Salary when Adjustment Occurs on Anniversary Date,
- 15 Transfers,
- 16.1 Y-rates,
- 16.2 Demotion,
- 16.3 Return to Former Class,
- 17.3 Disciplinary Action,
- 18 Discipline, Discharge and Reprimands (not including section 18.9 Medical Inability to Perform Work),
- 20 Layoffs and Re-employment,
- 21 Leaves of Absence, and
- 22 Overtime.

Other sections of the Personnel Code which are within the scope of bargaining or within the scope of impacts and effects bargaining shall not be subject to this Implementation Section of the MOU; however, such sections shall not be changed unless and until the County has satisfied its impacts and effects meet and confer obligations.

2. It shall be understood that the terms agreed to herein shall not be binding upon the County until this memorandum of understanding is signed by the proper representatives of both parties and ratified by the Board of Supervisors, pursuant to law.

**D. 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: 5/25/17

NEVADA COUNTY PROBATION PEACE  
OFFICERS ASSOCIATION

BY: \_\_\_\_\_

James Amaral

Association President

BY: \_\_\_\_\_

Jodi Tucker

PPOA

BY: \_\_\_\_\_

Jeremy Vance

PPOA

BY: \_\_\_\_\_

Jerry Camous

Chief Negotiator

COUNTY OF NEVADA, CALIFORNIA

BY: \_\_\_\_\_

Richard A. Haffey

County Executive Officer (CEO)

BY: \_\_\_\_\_

Donna M. Williamson

Chief Negotiator