

MEMORANDUM OF UNDERSTANDING



COUNTY OF NEVADA AND SHERIFF'S MANAGEMENT ASSOCIATION

**Safety Supervisory and Management Employees'
Bargaining Unit**

**FOR THE PERIOD OF
JULY 1, 2018 THROUGH JUNE 30, 2021**

**SAFETY SUPERVISORY AND MANAGEMENT EMPLOYEE’S BARGAINING UNIT
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PREAMBLE

This MEMORANDUM OF UNDERSTANDING, hereinafter referred to as the MOU, entered into by and between the COUNTY OF NEVADA, hereinafter referred to as the County, and the NEVADA COUNTY SHERIFF'S MANAGEMENT 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 assigned to the Safety Supervisory and Management Employees' Bargaining Unit.

ARTICLE 1 RECOGNITION

1.1 RECOGNITION

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

ARTICLE 2 SALARIES

2.1 SALARY INCREASES

- a. The County will provide the following general salary increases, effective the first full pay period of each fiscal year to employees in each of the classifications in the Unit with the exception of those employees who have been "y-rated":

2.0% effective 18/19
2.0% effective 19/20
3.0% effective 20/21

- b. The County will provide the following additional salary equity adjustments effective the first full pay period of each fiscal year, to employees in each of the classifications in the Unit with the exception of those employees who have been "y-rated":

1% effective 18/19
2% effective 19/20

2.2 SOCIAL SECURITY CONTRIBUTION

Each regular employee shall pay his/her contribution to the system.

2.3 SHIFT DIFFERENTIAL

Regular employees, except Night Supervisors in Juvenile Hall and Crisis Workers, who, within any pay period, are required to work 40 or more regularly-scheduled hours between 6:00 P.M. and 6:00 A.M. shall receive a shift differential of 5% of base salary for all hours worked during the subject pay period.

2.4 POST INCENTIVE PAY

- a. Each regular employee of the Safety Supervisory and Management Bargaining Unit who has obtained and currently possesses a Peace Officers Standards and Training (POST) Advanced Certificate Shall receive an incentive pay differential of 3.2% of base salary. A copy of the certificate shall be submitted concurrently with the personnel action form to initiate the salary differential.
 - 1) New employees in the Sergeant classification shall be eligible to retain their Intermediate POST incentive pay for a maximum of two years following promotion or employment into an eligible position or until eligible for the Supervisory POST whichever comes first.
- b. Each regular employee of the Safety Supervisory and Management Bargaining Unit who has obtained and currently possesses a Peace Officers Standards and Training (POST) Supervisory Certificate shall receive an incentive pay differential of 3.0% of base salary which shall be considered cumulative of the differential paid for the Advanced Certificate. A copy of the certificate shall be submitted concurrently with the personnel action form to initiate the salary differential
- c. Each regular employee in the Lieutenant, Captain and Chief DA Investigator classifications who has obtained and currently possesses a Peace Officers Standards and Training (POST) Management Certificate shall receive an incentive pay differential of 3.5% of base salary. The Management Certificate shall be considered cumulative of the differential paid for the Advanced Certificate. A copy of the certificate shall be submitted concurrently with the personnel action form to initiate the salary differential.
 - 1) New employees in the Lieutenant, Captain and Chief DA Investigator classifications shall be eligible to retain their Supervisory POST incentive pay for a maximum of two years following promotion to one of the classifications mentioned in this subsection.

2.5 TRUCKEE DIFFERENTIAL

Effective the first full pay period in July 2008, there shall be paid a differential of ten (10) percent of the base salary payable to each officer or each regular employee who is assigned to and regularly working a minimum of 40 hours per pay period in the Truckee-Donner area of Nevada County.

2.6 EDUCATIONAL INCENTIVES

- a) Eligible regular employees of the Safety Supervisory and Management Bargaining Unit shall receive one of the two Educational Incentives listed below:

AA/AS Degree-	\$150 per month.
BA/BS Degree-	\$250 per month.

- b) A copy of the degree shall be submitted concurrently with the personnel action form to initiate the salary differential.

2.7 INVESTIGATOR DIFFERENTIAL

The County shall pay a differential of 5% of base salary to each employee in the classification of Sheriff's Sergeant who is assigned in writing by the Sheriff or his designee to the Investigator Unit.

2.8 TACTICAL TEAM DIFFERENTIAL

The County shall pay a differential of 5% of base salary to each employee in the classifications of Sheriff's Sergeant or Sheriff's Lieutenant who is assigned in writing by the Sheriff or his designee to the Tactical Team.

2.9 DIVE TEAM DIFFERENTIAL

Effective the first full pay period in July 2008 the County shall pay a differential of 5% of base salary to each employee in the classification of Sheriff's Sergeant who is assigned in writing by the Sheriff or his designee to the Dive Team.

2.10 LONGEVITY PAY DIFFERENTIAL

1. Effective the first full pay period following July 1, 2016, each regular employee of the Sheriff's Management Association Bargaining Unit with ten (10) or more years of regular Nevada County Service shall receive a 2 1/2% pay differential. Effective March 1, 2017 this differential shall be effective on the first day of the pay period following the

anniversary date the Member commenced working for the County. No claims shall be made retroactively on behalf of employees of the Bargaining Unit. Notwithstanding anything to the contrary, upon promotion or transfer of an employee who is receiving the differential to another classification within the same bargaining unit, the differential shall remain in effect.

2. Human Resources shall notify the Department Head when an employee becomes eligible for longevity pay differential and shall ensure the increase is processed.

2.11 ONCALL PAY

Effective the first full pay period in July 2008, at the discretion of the Sheriff, and in accordance with the Sheriff's On-call Policy, Sergeants assigned to the Investigations Unit may be assigned to on-call status during off-duty hours. Sergeants assigned to on-call status shall be paid \$12 for each weekday and \$20 for each weekend or holiday day he or she is assigned to be on-call. For the purpose of this Section of the MOU, Friday shall be considered to be a weekend day. Such assignments shall be made in writing by the Sheriff or his designee.

2.12 OVERTIME

- a) Call Back: An employee who is required to return to work on an overtime basis shall receive a minimum of two hours compensation at the rate of time and one-half.
- b) All regular employees assigned to Category I (exempt) shall not receive overtime compensation in any form, including but not limited to cash or compensatory time off.
- c) Nothing contained herein shall be deemed to amend or otherwise affect the authority of the department head to (1) assign overtime, (2) determine whether overtime worked shall be compensated by compensatory time off or overtime paid, or (3) determine when compensatory time earned shall be taken.

2.13 COMPENSATORY TIME

- a. For positions designated as "non-exempt":

Pursuant to this provision, the employee shall not accrue more than 120 hours of compensatory time off. Those employees over the 120-hour limit shall be paid for all hours over the maximum.

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.

1. Payment For Compensatory Time Not Taken:

The County may, in accordance with its own timetable, implement the following regarding compensatory time not taken by Category II (non-exempt) employees.

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. Upon submittal by an employee of proper justification, the County Executive Officer 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 County Executive Officer that the best interests of the County will be served. The County Executive Officer'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.

2.14 7K EXEMPTED WORK SCHEDULE – SHERIFF’S SERGEANT

Pursuant to Section 3.5(b) Flextime and Alternative Schedules of the Nevada County Personnel

Code, the parties mutually agree to the establishment of an alternative work schedule for employees assigned to the Safety Supervisory and Management Employees’ bargaining unit in the non-exempt classification of Sheriff Sergeant. The following provisions shall govern the alternative work schedule:

- a. Employees in the classification of Sheriff Sergeant may be scheduled a work shift that is non-traditional to a normal 40-hour workweek. The schedule shall not exceed 80 regular hours per pay period. Employees shall be given a thirty (30) days notice prior to implementation of their new schedule and shall be fully briefed prior to that implementation as to days to work, and start and end times. In addition, prior to the 30-day notice of the implementation of any alternative 7(k) schedule, the Sheriff or his designee shall meet with the affected employees and discuss any impacts and/or issues.
- b. For employees assigned to the alternative or exempted work schedule, pursuant to the overtime exemption under Section 553.2017-K of the Fair Labor Standards Act, the appropriate period for overtime purposes under the Act shall be fourteen days, to coincide exactly with the standard County biweekly pay period (starting at 12:00 midnight Sunday and ending at 12:00 midnight the second Sunday thereafter). Timesheets shall be marked as 7K.

- c. Overtime: shall be earned when the employee is required to work in excess of 80 hours per pay period.
- d. Holidays: shall be paid in accordance with Section 3.3, Holiday Leave, of the Memorandum of Understanding.
- e. Paid Leave - vacation, sick leave and all other paid leaves shall be accrued and taken in accordance with applicable provisions of the Personnel Code and current Memorandum of Understanding.
- f. It is understood that the County will be continually examining both the short-term and long-term implications and impact of the modified work schedule.
- g. The County shall have in its sole discretion, the right to assign employees to new work schedules (days of work, start and end times) or move employees to previously worked schedules by giving the employees thirty (30) days notice.
- h. Any alternative 7(k) schedule is subject to CEO's approval per 3.5 of the Nevada County Personnel Code.

2.15 7K EXEMPTED WORK SCHEDULE – DISTRICT ATTORNEY INVESTIGATORS

Pursuant to Section 3.5(b) Flextime and Alternative Schedules of the Nevada County Personnel Code, the parties mutually agree to the establishment of an alternative work schedule for employees assigned to the Safety Supervisory and Management Employees' bargaining unit in the non-exempt classification of District Attorney Investigator. The following provisions shall govern the alternative work schedule:

- a. Employees in the classification of District Attorney Investigator may be scheduled a work shift that is non-traditional to a normal 40-hour workweek. The schedule shall not exceed 80 regular hours per pay period. Employees shall be given a thirty (30) days notice prior to implementation of their new schedule and shall be fully briefed prior to that implementation as to days to work, and start and end times. In addition, prior to the 30-day notice of the implementation of any alternative 7(k) schedule, the District Attorney or his designee shall meet with the affected employees and discuss any impacts and/or issues.
- b. For employees assigned to the alternative or exempted work schedule, pursuant to the overtime exemption under Section 553.2017-K of the Fair Labor Standards Act, the appropriate period for overtime purposes under the Act shall be fourteen days, to coincide exactly with the standard County biweekly pay period (starting at 12:00 midnight Sunday and ending at 12:00 midnight the second Sunday thereafter). Timesheets shall be marked as 7K.

- c. Overtime: shall be earned when the employee is required to work in excess of 80 hours per pay period.
- d. Holidays: shall be paid in accordance with Section 3.3, Holiday Leave, of the Memorandum of Understanding.
- e. Paid Leave - vacation, sick leave and all other paid leaves shall be accrued and taken in accordance with applicable provisions of the Personnel Code and current Memorandum of Understanding.
- f. Lunch hour – lunch hours shall be non-compensated time.
- g. It is understood that the County will be continually examining both the short-term and long-term implications and impact of the modified work schedule.
- h. The County shall have in its sole discretion, the right to assign employees to new work schedules (days of work, start and end times) or move employees to previously worked schedules by giving the employees thirty (30) days notice.
- i. Any alternative 7(k) schedule is subject to CEO's approval per 3.5 of the Nevada County Personnel Code.

ARTICLE 3 LEAVES

3.1 VACATION LEAVE

- a. 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 13.334 hours for each calendar month of service in excess of twelve (12) years.
- b. 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 determinations.
- c. Effective the beginning of the pay period of Board of Supervisor approval, any employee assigned to the Safety Supervisory and Management Employees' bargaining unit may accumulate a maximum of 320 hours of combined vacation credit and floating holiday

credit at any given time during the fiscal year.

3.2 SICK LEAVE

- a. 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.

3.3 HOLIDAY LEAVE

- a. Each regular employee in the County service shall be entitled to eight (8) hours compensation for the following designated holidays:
 1. January 1st;
 2. The third Monday in January, known as "Martin Luther King's Birthday";
 3. The third Monday in February;
 4. The last Monday in May;
 5. July 4th;
 6. The first Monday in September;
 7. The second Monday in October;
 8. November 11th, known as "Veteran's Day";
 9. Thanksgiving Day, designated as the fourth Thursday in November;
 10. The Friday immediately following Thanksgiving Day;
 11. December 25th;
 12. Every day designated by the President or Governor for a public fast, thanksgiving, or holiday and approved by the Board of Supervisors;
 13. Two floating holidays which may be taken at any time mutually agreed upon by the employee and the appointing authority. Employees shall not be permitted to accrue or carry over more than the amount of floating holidays they are eligible for in a year. Therefore, if the employee has not used all of their floating holiday credits by the end of the fiscal year (June 30), at the beginning of the next fiscal year (July 1) the employee will only be eligible to receive floating holiday credits up to the maximum floating holidays they are eligible for in the new fiscal year (e.g. if an employee is eligible for 2 floating holidays (16 hours) and has 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).
- b. 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.

- c. 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.
- d. A non-exempt 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.

3.4 ADMINISTRATIVE LEAVE

- a. The County shall provide 40-hours of Administrative Leave for Lieutenants, Captains, and Chief District Attorney Investigator as outlined in the Personnel Code.
- b. Additional administrative leave may be granted when exempt employees are required to work extraordinary amounts of overtime. Extraordinary can include both special project work and aggregate hours associated with an employee's regular assignment. Employees working such overtime may request additional administrative leave which may be approved by the employee's Department Head and the County Executive Officer. Additional administrative leave must be used within the fiscal year in which it is granted.

3.5 FAMILY CARE LEAVE

Family Care Leave as defined by Nevada County Personnel Code will be processed in accordance with Section P-3 of said Code.

3.6 LEAVE FOR THE 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:

- a. Release of the employee will not unduly interrupt departmental schedules or operations, as determined exclusively by the department head, and;

- b. The employee provides proof of donation as deemed sufficient by the department head, and;
- c. No employee shall be granted leave pursuant to this subsection more frequently than once every eight (8) weeks.

ARTICLE 4 HEALTH AND WELFARE BENEFITS

4.1 AUTHORITY, HEALTH BENEFITS COMMITTEE

- a. This section delineates briefly the various insurance programs available to Nevada County employees, as provided by the County of Nevada or by contract or agreement between the County of Nevada and certain insurance carriers. Nothing contained herein shall be deemed to amend or affect any portion or provision of any contract or agreement, but, instead, this Section shall be construed only as a general description of certain insurance benefits available.
- b. 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.
- c. It shall be agreed that the County shall give consideration to any recommendations of the Health Benefits Committee (made up of representatives of all employee units, Human Resources and the County's insurance consultant prior to making any changes to the County health plans). This provision shall not amend or in any way affect any rights given the Association by other sections of the agreement to meet and confer prior to implementing any insurance benefit changes.
- d. 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.

4.2 ELIGIBILITY

Any regular employee working fifty percent (50%) or more of a full-time schedule shall be eligible to enroll in any health and welfare benefit provided by this Article. Eligible dependents of any regular employee working fifty percent (50%) or more of a full-time schedule shall also be permitted to participate in any health and welfare benefit to the extent authorized by the benefit plan.

4.3 MEDICAL INSURANCE BENEFITS

- a. During the term of the MOU, the County agrees to contract with the California Public Employees Retirement System (CalPERS) for the purpose of providing employees and their eligible dependents with medical insurance benefits. The County's maximum monthly contribution for each eligible active employee shall be equal to the minimum employer contribution required under the Public Employees Medical and Hospital Care Act (PEMHCA).

4.4 CAFETERIA PLAN

- a. During the term of the MOU, the County agrees to maintain a Cafeteria Plan, pursuant to Section 125 of the Internal Revenue Code, for the purpose of providing eligible active employees with access to various health and welfare benefits. Benefits available through the Cafeteria Plan include medical insurance, dental insurance, vision insurance and life insurance benefits.
- b. The County agrees to provide a Cafeteria Plan Allowance to all active employees eligible to participate in County sponsored health and welfare benefits under Section 4.2 of this Article. The amount of this Cafeteria Plan Allowance shall be determined by an employee's participation level, as follows:
 1. Employees participating in employee only benefits shall receive a Cafeteria Plan Allowance that is equal to the premium cost of employee only benefits for the least expensive medical insurance plan available to County employees, including the cost of employee only dental and vision insurance, less the amount of the County's contribution towards medical insurance set forth in Section 4.3 of this Article.
 2. 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 to all employees and the cost of dental and vision coverage for the level of enrolled coverage. Employees would pay additional premiums for medical coverage elections above this amount. In the event that CalPERS offers a high deductible health insurance plan available to County employees, the County and SMA may re-open this Agreement on the subject of whether to include a plan for County employees.
- c. Employees who opt out of participating in medical insurance benefits sponsored by the County and who provide proof of coverage in a group plan that offers minimal essential coverage will not receive any Cafeteria Plan Allowance under Section 4.4(b) of this Article. Instead, employees who opt out of this County sponsored benefit will receive

\$300 cash per month. Employees who opt out of medical insurance can still enroll in dental and vision insurance.

- d. Any Cafeteria Plan Allowance provided for under Section 4.4(b) of this Article can only be used by an employee to offset the cost of participation in County sponsored medical, dental and vision insurance benefits for the employee and any eligible dependents.
- e. Employees who live in the Truckee area who elect medical insurance coverage shall receive the same benefit as stated in items Section 4.2 through 4.4 as stated above; however, the County contribution for the benefit shall be based on the least expensive medical insurance Plan available in the Truckee area, which currently is a PPO plan. In addition, Truckee employees who are not eligible to participate in an HMO are eligible to be reimbursed annually by a Rural Health Subsidy for up to \$1,500 per employee or \$3,000 for an employee and dependent(s). The subsidy may be used for reimbursement for covered major medical expenses as determined by the PPO plan's Evidence of Coverage. Employees shall be reimbursed for receipted out of pocket medical expenses during the calendar year in which they were incurred and not reimbursed under any other plan. Employees may request reimbursements in increments of \$100 dollars or more or at the end of the calendar year.
 - 1. Should an HMO option become available for Truckee employees, the Truckee employees shall be reimbursed the same as all other County employees as described in Section 4.3.through 4.4 above and the Rural Health Subsidy shall be discontinued.
 - 2. Should the HMO option become unavailable for all County employees, the Truckee employees will be reimbursed the same as all other County employees as described above and the rural Health Subsidy shall be discontinued.
 - 3. Should the HMO option become unavailable for all County employees, the County agrees to meet and confer over the effects of such a change.
- f. Effective in the next open enrollment period or when administratively possible for all groups (whichever is later) the County will increase the dental benefits from \$1,250 to \$1,500 annually.

4.5 EMPLOYEE ASSISTANCE PROGRAM

Members of this unit shall receive the benefits of an Employee Assistance Program paid for by the County.

4.6 LIFE INSURANCE

- 1. Employee and dependent basic coverage shall be paid by the County.

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

ARTICLE 5 RETIREMENT PROGRAM

5.1 RETIREMENT PROGRAM COVERAGE

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).

- a. Tier I/Legacy Tier (Employees hired prior to July 24, 2011): Effective October 1, 2003, the County adopted the 3% @ 50 retirement plan for all employees in the unit. The employee contribution toward the employer share of PERS is 9.0% of reportable compensation in accordance with California Government Code Section 20516.
- b. Tier II/Classic Tier (Employees hired between July 24, 2011 and December 31, 2012): Employees enrolled in the 3% @ 55 formula shall contribute 9% towards the employee share of PERS reportable compensation in accordance with California Government Code Section 20516.
- c. Tier III/PEPRA Tier (Employees hired on or after January 1, 2013): For Employees enrolled in the 2.7% @ 57 formula, the employee contribution towards PERS shall be 50% of the total normal cost rate for Tier III/PEPRA Tier. The Employee share may change in accordance with PERS requirements under California Government Code Section 20516.

Tier III employees shall be subject to the provisions of the Public Employee Pension Reform Act (PEPRA), including provisions governing pensionable compensation.

5.2 UNUSED SICK LEAVE

- a) Upon retirement or termination with satisfactory performance after ten (10) years of service, each employee of the safety supervisory and management employees' unit shall be paid thirty-five percent (35%) of the value of all unused, accrued sick leave. In all cases, the value of unused sick leave shall be determined by multiplying the total hours accrued and unused at the time of termination by the hourly wage rate of the range and step to which the employee is assigned.
- b) Upon specific written request of any employee retiring directly from County service, the amount due that employee, as a result of any sick leave buyout provision in effect at the time of the employee's retirement, shall be applied instead toward the retired employee's

monthly medical insurance premium costs for the employee and any eligible dependents until such amount is exhausted. This option may be exercised only by an employee and eligible dependents otherwise eligible to enroll and who are enrolled in a County group medical insurance plan made available to retired County employees and eligible dependents at the time of the employee's retirement. No interest shall be paid by the County to any employee on funds temporarily retained by the county under this provision. In order to exercise this option, the employee shall notify the Auditor-Controller's Office at a minimum of 14 calendar days preceding the effective date of retirement and this option, once selected, shall be irrevocable.

- c) Effective July 1, 2007 employees of the unit shall be eligible for PERS Section 20965, Credit for Unused Sick Leave. Upon retirement, each regular employee may use (100%) of the value of all unused, accrued sick leave to convert to PERS retirement credit. It shall be understood that an employee who is otherwise eligible for either of the two-above described benefits may select only one, which selection must be made prior to retirement and shall be irrevocable.

5.3 RETIREE MEDICAL INSURANCE

The County will provide access to medical insurance coverage for those employees who retire from employment with the County and who constitute “annuitants” as defined by the PEMHCA. The County’s maximum monthly contribution for each eligible annuitant shall be equal to the minimum employer contribution required under the PEMHCA. The provisions of the PEMHCA will govern medical insurance coverage for annuitants.

5.4 RETIREMENT BENEFIT ALLOWANCE

a. Employees Hired Prior to July 1, 2000

Employees hired prior to July 1, 2000, who retire from the County and are not eligible for Medicare benefits, are eligible to receive a retirement benefit allowance from the County. The amount of any retirement benefit allowance will be determined based on the individual’s years of service, as follows:

1. Individuals who served between 0 and 5 years of consecutive service with the County are not eligible to receive any retirement benefit allowance under this Section.
2. Individuals who served between 6 and 10 years of consecutive service with the County shall receive a retirement benefit allowance equal to \$105.44 per month.
3. Individuals who served between 11 and 19 years of consecutive service with the County shall receive a retirement benefit allowance equal to \$150.00 per month.

4. Individuals who served at least 20 years of cumulative service with the County will receive a monthly retirement benefit allowance in an amount equal to the cost of the premium for the least expensive medical insurance plan sponsored by the County, less the amount of any employer contribution determined under Section 5.3 of this Article.
5. Upon becoming eligible for Medicare an individual will cease to receive any retirement benefit allowance provided under this Section 5.4 and will become eligible for the Medicare Supplemental Insurance as described in Section 5.4(d)(1) below.

b. Employees Hired On or After July 1, 2000

Employees hired on or after July 1, 2000, who retire from the County and are not eligible for Medicare benefits, are eligible to receive a retirement benefit allowance from the County. The amount of any retirement benefit allowance will be determined based on the individual's years of service, as follows:

1. Individuals who served between 0 and 19 years of consecutive service with the County are not eligible to receive any retirement benefit allowance under this Section.
2. Individuals who served at least 20 years of cumulative service with the County will receive a monthly retirement benefit allowance in an amount equal to the cost of the premium for the least expensive medical insurance plan sponsored by the County, less the amount of any employer contribution provided under Section 5.3 of this Article.

Upon becoming eligible for Medicare an individual will cease to receive any retirement benefit allowance provided under this Section 5.4(b) and will become eligible for the Medicare Supplemental Insurance as described in Section 5.4(d)(2) below.

c. Employees Hired On or After July 1, 2008

Employees hired on or after July 1, 2008 and who retire from the County will not be eligible to receive any retirement benefit allowance provided for in either Section 5.4 (a) or 5.4 (b) in this Article.

d. Medicare Supplemental Insurance

1. The County shall provide those retired employees who were hired prior to July 1, 2000 and who become eligible for Medicare with a retirement benefit allowance in an amount equal to 80% of the cost of the least expensive Medicare supplemental insurance available to the County, less the amount of any employer contribution provided under Section 5.3 of this Article. This benefit replaces any retiree benefit

allowance provided under Section 5.4(a) and is available to the eligible retired employee only after he or she has reached the age of 65.

2. The County shall provide those retired employees who were hired on or after July 1, 2000 and who become eligible for Medicare with a retirement benefit allowance in an amount equal to 80% of the least expensive Medicare supplemental insurance available to the County, less the amount of any employer contribution provided for under Section 5.3 of this Article. In order to be eligible for this retirement benefit allowance, the individual must have served at least 20 years of cumulative service with the County. Individuals who served less than 20 years of cumulative service with the County before retirement are not eligible for benefits under this section. This benefit replaces any retiree benefit allowance that had been provided under Section 5.4(b) and is available to the retired employee only after he or she has reached the age of 65.
 3. Employees hired on or after July 1, 2008 are not eligible to receive any benefits provided for in either Section 5.4(d)(1) or 5.4(d)(2) above.
- e. Eligibility for receipt of any retirement benefit allowances described in Section 5.4(a), 5.4(b), or 5.4(d) above is contingent upon retirement occurring within one-hundred twenty (120) days of departure from active service with the County, with continuing payment of health insurance premiums by the County. An individual's retirement must be under a CalPERS system to be eligible for any retirement benefit allowance.
 - d. Any retirement benefit allowances provided under Section 5.4(a), 5.4(b), or 5.4(d), above are provided in the form of a cash payment paid directly to the eligible retiree.
 - e. Retired Nevada County Employees who return to work shall not lose retiree benefits upon return to retirement.
 - f. 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.
 - g. At the request of SMA, the County agrees to meet with the SMA to explore options for unit members to participate in programs which might provide opportunities for deferring compensation to save for retiree medical benefits at no cost to the County. These discussions may be held during the term of this agreement.

5.5 PERS OPTIONAL DEATH BENEFIT

The County provides the PERS optional death benefit Section 21548, Pre-Retirement Optional Settlement 2 Death Benefit for eligible employees.

5.6 EMPLOYER PAID MEMBER CONTRIBUTIONS (EPMC)

The County provides EPMC benefits in accordance with Title 2, CCR 569 and 571 providing for the reporting of the value of Employer Paid Member Contributions (EPMC) as special compensation to PERS for eligible employees.

5.7 PUBLIC EMPLOYEES' RETIRMENT SYSTEM REQUIREMENTS

Effective January 1, 1986, pursuant to fulfillment of all Public Employees' Retirement System requirements, the County shall revoke the provisions of Government Code 20614 and the contributions made thereunder and shall thereafter contribute an equal amount to the System under the provisions of Government Code Section 20615 which will then permit such contributions to vest on behalf of the employee.

ARTICLE 6 GRIEVANCE, DISCIPLINE AND APPEALS

6.1 GRIEVANCES, DISCIPLINE AND APPEALS

Grievances, Discipline and Appeals as defined by Nevada County Personnel Code will be acknowledged by the Association and processed in accordance with Section 18 and 19 of said Code.

6.2 LETTERS OF REPRIMAND

- a. 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.
- b. Regular employees may have an administrative review of a letter of reprimand by following the process outlined in either subsection 6.2b(1) for Sheriff's Office employees or subsection 6.2b(2) for District Attorney's Office employees.
 1. An employee may have an administrative review of the letter of reprimand by submitting a request in writing to the Undersheriff within ten (10) calendar days from the date of personal service of the letter of reprimand. The Undersheriff or designee shall schedule a meeting within ten (10) calendar days of receipt of the written request to hear the employee's response. A final written decision shall be rendered by the Undersheriff or designee within ten (10) calendar days of the meeting. If the letter of reprimand has been issued by the Undersheriff, the Sheriff shall hold the administrative review meeting and render a final written decision pursuant to the timelines outlined in this subsection. This section shall not be subject to the

Personnel Code's Disciplinary Procedure (Section 18) nor the Grievance Procedure (Section 19).

2. An employee may have an administrative review of the letter of reprimand by submitting a request in writing to the Assistant District Attorney within ten (10) calendar days from the date of personal service of the letter of reprimand. The Assistant District Attorney or designee shall schedule a meeting within ten (10) calendar days of receipt of the written request to hear the employee's response. A final written decision shall be rendered by the Assistant District Attorney or designee within ten (10) calendar days of the meeting. If the letter of reprimand has been issued by the Assistant District Attorney, the District Attorney shall hold the administrative review meeting and render a final written decision pursuant to the timelines outlined in this subsection. This section shall not be subject to the Personnel Code's Disciplinary Procedure (Section 18) nor the Grievance Procedure (Section 19).
- c. The letter of reprimand issued to an employee pursuant to this section shall, upon request of the affected employee, be removed from the employee's personnel file after a minimum of two years have lapsed, provided that during that intervening two-year period, the said employee has not been the subject of a sustained disciplinary action, received a less-than-satisfactory performance report or received an additional letter of reprimand.

ARTICLE 7 LAYOFFS

7.1 REGRESSION LADDER

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

ARTICLE 8 MISCELLANEOUS

8.1 SAFETY

- a. The County agrees to maintain a safe and healthful place of work in accordance with all applicable state laws. Unsafe working conditions or hazardous jobs which jeopardize the health and safety of the employee shall be directed to the attention of the County Safety Officer by any persons having knowledge of same. The County shall investigate the complaint and take necessary corrective measures at the earliest practicable time. The

employees and the Association shall cooperate fully in carrying out safe practices and in using safety devices provided by the County.

- b. The County shall provide all necessary safety equipment for the employees to perform the normal tasks of their respective classifications. These devices and equipment shall be safety appliances to safeguard the employees against danger to health, life and limb.
- c. The County will provide training programs on safety matters and issues as it deems necessary. The type and frequency of such training shall be in accordance with the nature of work performed and services provided by the affected employees, and may include training in first aid, CPR and hazardous substances handling and disposal, as necessary.
- d. All employees who could reasonably be expected to come into contact with human blood or other potentially infectious materials in the course of their work will be protected by voluntary vaccinations to prevent Hepatitis B (at County expense) as well as access to protective equipment.
- e. Effective with the ratification of this agreement, employees directed to leave work as a result of an order by the County Executive Officer because of unsafe or inadequate working conditions shall be paid their regular rate of pay for all time missed.

8.2 CONTRACTING OUT

Contracting Out as defined by the Nevada County Personnel Code will be acknowledged by the Association in accordance with Section 3.11 of said Code.

8.3 PROHIBITION OF NEPOTISM

Nepotism Prohibited as defined by the Nevada County Personnel Code will be acknowledged by the Association in accordance with Section P-5 of said Code.

8.4 DRUG FREE WORKPLACE

The Association acknowledges and will abide by the Drug Free Workplace Policy as defined by Administrative Guideline P-9 of the Nevada County Personnel Code.

8.5 COMPUTER/COMMUNICATIONS (E-MAIL) POLICY

The Association acknowledges and will abide by the Nevada County Computer/Communications (E-Mail) Policy.

8.6 DIRECT DEPOSIT

County may, in accordance with its own timetable, implement a program of direct deposit of employees' paychecks. Participation in this program by employees shall be voluntary.

8.7 SEPARATION DURING PROBATIONARY PERIOD

Separation During Probationary Period as defined by the Nevada County Personnel Code will be acknowledged by the Association in accordance with Section 13.4 of said Code.

8.8 RE-EMPLOYMENT – CONDITIONS WHEN PROBATIONARY PERIOD NOT REQUIRED

Re-employment-Conditions-When Probationary Period Not Required as defined by the Nevada County Personnel Code will be acknowledged by the Association in accordance with Section 13.5 of said Code.

8.9 UNIFORMS

- a) The County shall reimburse all full-time employees who are required to wear uniforms for existing uniforms up to three sets of uniforms.
- b) The County shall provide and maintain uniforms for all full-time personnel of the Nevada County Sheriff's Department as needed and prescribed by the Sheriff in lieu of a monthly cleaning and upkeep allowance.

8.10 DUTY USE FOOTWEAR

- a) Duty Use Footwear Reimbursement: The County shall reimburse up to \$250.00 each fiscal year toward the purchase of approved duty use footwear for each employee assigned to positions requiring such footwear. If, due to extenuating circumstances, an employee has exhausted the \$250 and needs additional approved footwear, he or she may seek approval for additional footwear reimbursement on an as needed basis from the Department Head or designee. The Department Head or designee has the discretion to approve or deny such request. All duty use footwear reimbursements are subject to the employee providing proof of purchase as required by the Department Head and County Auditor-Controller.
- b) The department shall provide each employee in the SMA bargaining unit with one pair of approved black duty boots to be purchased from one of the County's contract vendors or from another approved vendor. Replacement boots will be provided on an as needed

basis upon approval of the Department Head or designee.

8.11 CLOTHING ALLOWANCE

The following SMA members/County employees are eligible for a Clothing Allowance: Captains, the Lieutenant assigned to Investigations, and Sergeants assigned to Investigations.

- a) Eligible employees will receive a taxable Clothing Allowance of \$500 upon initial appointment to an eligible position or assignment. Thereafter, an employee continuing in an eligible position or assignment will receive a taxable \$350 Clothing Allowance each fiscal year of occupying the eligible position or holding the eligible assignment.
- b) The initial Clothing Allowance will be paid on a regular pay check following eligibility. The subsequent Clothing Allowance will be paid on the regular pay check in which the date of August First (1st) is a day within the fourteen (14) day pay period.
- c) In an employee ceases to be eligible, the Clothing Allowance will also cease. If a formerly eligible employee again becomes eligible within three (3) years of not being eligible, the \$500 Clothing Allowance will not be paid. The \$350 Clothing Allowance will commence in the manner described above.

8.12 GOVERNMENT CODE SECTION 3555-3559/AB119

The County and the Sheriff's Management Association (SMA) have and met and conferred over the subject matter and topics required by California Assembly Bill 119, which enacted legislative changes mandating that local government agencies in the State of California negotiate with recognized employee associations over provision of employee information, notice of employee orientations and participation of the employee association in such a new employee orientation.

The County and the Sheriff's Management Association acknowledge that this agreement fully complies with and exhausts the parties' obligations to negotiate pursuant to Government Code section 3557 (as completed in Side letter dated 1/8/18). Due to the agreement, compulsory arbitration pursuant to Government Code section 3557 is waived for as long as this agreement is in place.

Conditions:

- a) This agreement shall apply to all employees appointed to a classification within the bargaining unit for which SMA is recognized as the exclusively recognized employee organization.
- b) SMA and the County acknowledge that the monthly New Hire Orientation occurs the third Friday of the month unless otherwise notified. SMA and the County jointly

recognize that the County receives notification of a new hire with much less time than ten days between acceptance of an employment offer, completion of pre-employment testing, and new hire orientation. While the County will provide advance notice required by the section, it is not required to do so if the notice period would delay orientation for a new employee. By the Monday immediately prior to the new hire orientation; the County is in receipt of the names of employees attending the new hire orientation. This information will be provided to SMA at that time, along with a confirmation of the date, time and location of the new hire orientation, and only if a SMA covered new employee has been hired.

- c) While SMA may elect to participate in new employee orientation, it has declined to participate. The SMA provides new member information outside of the new hire orientation.
- d) The County will provide SMA with new hire reports at the beginning of the month following the month in which the new hire was first employed, and only if a new hire becomes employed.
- e) The County shall provide SMA a list containing name, job title, department, work location, work telephone number, home address, home or personal cellular telephone number, and personal email address on file with the County (new hires only) about all bargaining unit employees every 90 days (quarterly). The first issuance of this report is scheduled for January 1, 2018.
- f) The County shall not be required to furnish any of the above information for any employee who completes a County-provided form or makes a written request identifying specific items of information that the employee is electing not to share, that are not otherwise required to be provided by law.
- g) The County and SMA jointly agree that provision of any information pursuant to this section shall not cause the information to become a public record.
- h) Any information provided under this section shall be safeguarded by SMA and shall be used exclusively by SMA. No personal information regarding employees shall be shared by SMA with any third-party vendors or affiliated organizations, other than those directly involved in representation of bargaining unit employees in labor and employment relations matters with the County.

ARTICLE 9 GENERAL PROVISIONS

9.1 ALTERATION

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

9.2 SEVERABILITY

If any provision of the Agreement shall be held invalid by operation of law, or by any tribunal of competent jurisdiction or, if compliance with or enforcement of any such provision should be restrained by any said tribunal, the remainder of 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.

9.3 IMPLEMENTATION

- a) The Board of Supervisors shall amend its written policies as they pertain to employees covered by this Agreement and take such action by resolution or otherwise as may be necessary in order to give full force and effect to the provisions of this Agreement. The provisions of this Agreement, except as provided herein, shall supersede County ordinances and resolutions currently in effect, for the term of this Agreement, to the extent that they are inconsistent with the provisions of this Agreement. All other provisions of the Personnel Code and the previous agreements which are not inconsistent herewith and which have not been specifically repealed hereby and which are proper subjects of the meet and confer process shall remain in force and effect as though fully set forth herein. The County reserves the right to update Personnel Code sections which govern subjects that are non-mandatory subjects of bargaining subject to meeting appropriate notice and meet and confer requirements prior to implementing any changes. Furthermore, in the event that an audit and/or review by any outside state or federal agency requires any section of the Personnel Code be changed in order to qualify for new programs and funding or to be qualified to maintain current levels of funding or service, the County has the right to implement such changes subject to meeting appropriate notice and meet and confer requirements prior to implementing any changes.

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

9.4 TERM

The agreement shall remain in full force and effect for the period of July 1, 2018, to and including June 30, 2021 and except as otherwise specified herein, shall become effective on the date of ratification by the Board of Supervisors.

DATED:

SHERIFF MANAGEMENT ASSOCIATION

COUNTY OF NEVADA, CALIFORNIA

BY: _____
Jerry Camous
Chief Negotiator

BY: _____
Donna Williamson
Chief Negotiator

BY: _____
DA Investigator Henry Penaluna, President
Sheriff's Management Association

BY: _____
Alison Lehman
Assistant County Executive Officer

BY: _____
Sergeant Mike Sullivan, Vice President
Sheriff's Management Association

BY: _____
Seth Schapiro
Director of Human Resources

BY: _____
Lieutenant Sam Brown
Sheriff's Management Association

BY: _____
Joe Salivar
Undersheriff

APPENDIX “A”

Classifications Included in the Sheriff’s Management & Supervisory Safety Employee Unit

CLASSIFICATION

DEPARTMENT

Chief District Attorney Investigator
District Attorney Investigator
Sheriff’s Captain
Sheriff’s Lieutenant
Sheriff’s Sergeant

District Attorney
District Attorney
Sheriff
Sheriff
Sheriff

**SIDE LETTER OF AGREEMENT BETWEEN THE
COUNTY OF NEVADA
AND
SHERIFF MANAGEMENT ASSOCIATION**

The parties agree to the following for the term of this MOU.

Personnel Rules: The parties agree that the County will provide notice and an opportunity to meet and confer on proposed changes to the Personnel Rules during the term of this Agreement. Section 9.3 of the MOU and any other sections restricting the right of the County to negotiate changes to the Personnel Rules during the term of this Agreement shall be suspended until the County negotiations on the Personnel Rule updates are completed either through an agreement or through the impasse procedures.

DATED:

SHERIFF MANAGEMENT ASSOCIATION

COUNTY OF NEVADA

BY:_____

JERRY CAMOUS

Chief Negotiator

BY:_____

RICHARD A. HAFHEY

County Executive Officer

BY:_____

HENRY PENALUNA

SMA President