



# **RESOLUTION No. 18-234**

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

### **RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING WITH THE NEVADA COUNTY DEPUTY DISTRICT ATTORNEY/DEPUTY PUBLIC DEFENDERS' ASSOCIATION, REPRESENTING THE DEPUTY DISTRICT ATTORNEY/DEPUTY PUBLIC DEFENDER BARGAINING UNIT, PROVIDING CHANGES IN COMPENSATION AND TERMS AND CONDITIONS OF EMPLOYMENT DURING THE PERIOD OF JULY 1, 2018 THROUGH JUNE 30, 2021, AND AUTHORIZING THE COUNTY EXECUTIVE OFFICER TO EXECUTE THE APPROVED DOCUMENTS**

WHEREAS, employees of the County's Deputy District Attorney/Deputy Public Defender Bargaining Unit are represented exclusively in matters of wages and benefits and other terms and conditions of employment by the Deputy District Attorney/Deputy Public Defenders' Association; and

WHEREAS, the Board of Supervisors desires to approve the attached Memorandum of Understanding which implements final language consistent with the tentative agreement reached between the parties on April 30, 2018.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Nevada, that the Memorandum of Understanding (MOU) between the County of Nevada and the Deputy District Attorney/Deputy Public Defenders' Association for the period of July 1, 2018 through June 30, 2021, be 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 the following salaries and benefits as set forth in the MOU are hereby granted to the employees designated as Deputy District Attorney/Deputy Public Defender Bargaining Unit employees effective July 1, 2018, except where another effective date has been specified.

BE IT FURTHER RESOLVED that all compensation, fringe benefits, responsibilities and restrictions applicable to members of this employee unit are contained in the attached MOU which supersedes 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 12th day of June, 2018, 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: 

  
Edward Scofield, Chair

6/12/2018 cc: HR\*  
AC\* (Hold)

7/06/2018 cc: HR\*  
AC\* (Release)  
DDA/DPD

# **MEMORANDUM OF UNDERSTANDING**



**COUNTY OF NEVADA  
AND  
DEPUTY DISTRICT ATTORNEY/DEPUTY  
PUBLIC DEFENDERS UNIT  
REPRESENTED BY THE DEPUTY  
DISTRICT ATTORNEY/DEPUTY PUBLIC  
DEFENDERS ASSOCIATION**

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

**DEPUTY DISTRICT ATTORNEY/ DEPUTY PUBLIC DEFENDERS (DDA/DPD)**  
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## **PREAMBLE**

This MEMORANDUM OF UNDERSTANDING, hereinafter referred to as the Agreement, entered into by and between the COUNTY OF NEVADA, CA hereinafter referred to as the County, and the DEPUTY DISTRICT ATTORNEY/DEPUTY PUBLIC DEFENDERS' 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 Deputy District Attorney/Deputy Public Defenders' Association (DDA/DPD).

## **ARTICLE 1 RECOGNITION**

### **A. RECOGNITION**

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

## **ARTICLE 2 SALARIES**

### **A. REGULAR SALARIES**

1. The County will provide the following Recruitment and Retention General Adjustments effective the first full pay period of each fiscal year to eligible regular employees:
  - 2.0% effective 18/19
  - 2.0% effective 19/20
  - 3.0% effective 20/21
2. The County will provide a 1% equity adjustment effective the first full pay period of fiscal year 19/20 for all classifications in the bargaining unit.
3. These adjustments only apply to regular bargaining unit employees.

**ARTICLE 3**  
**SPECIAL ALLOWANCES**

**A. TRUCKEE DIFFERENTIAL**

In addition to the compensation enumerated in this Agreement, there shall be paid a differential of ten (10) percent of base salary payable to each regular employee who is regularly assigned to and working a minimum of 40 hours per pay period in the Truckee-Donner area of Nevada County.

**B. BILINGUAL PAY DIFFERENTIAL**

1. For those employees identified by the Director of Human Resources which have assigned duties involving regular use of bilingual skills, a differential of 5% of base salary shall be provided. Regular use shall be defined as using the skill a minimum twenty percent (20%) or more in the course of the employee's assigned duties. Exceptions to this requirement 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.

**C. 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 ever 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, which ever comes first, of time such as a vacation or off site in an official capacity or for those employees participating in training or quality teams.

#### **D. LONGEVITY**

Members of the Bargaining unit with 11 or more years of service with the County of Nevada shall receive a 2.5% longevity pay differential.

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 the members of the bargaining unit.

### **ARTICLE 4 LEAVE PROGRAM**

#### **A. VACATION LEAVE**

1. Those members of the Association are eligible to accrue vacation leave at the rate of ten (10) hours for each full calendar month of service during the first four (4) years of employment, at the rate of twelve (12) hours for each full calendar month of service from the beginning of the fifth (5<sup>th</sup>) year through the tenth (10<sup>th</sup>) year of employment, and at the rate of 13.334 hours for each full calendar month of service in excess of ten (10) years. An employee assigned to the DDA/DPD Bargaining Unit may accumulate up to 320 hours of vacation credit.
2. 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.

**B. SICK LEAVE**

1. Sick leave with pay for regular employees assigned to the normal forty (40) hour work week shall accrue at the rate of eight (8) hours of sick leave for each full calendar month of service.
2. Employees of the County assigned to work weeks in excess of the regular forty (40) hours shall accumulate sick leave at the equivalent to the above, correlated to their regular weekly hours of work.
3. Part-time appointments to regularly authorized positions shall accrue sick leave on a pro rata basis.
4. Upon retirement or termination with satisfactory performance after ten (10) years of service, each regular employee shall be paid thirty-five percent (35%) of the value of all unused, accrued sick leave. The value of such unused sick leave shall be determined by multiplying the total hours accumulated at the time of termination by the hourly wage rate of the range and step to which the employee is assigned.
5. The County has adopted PERS Section 20965, Credit For Unused Sick Leave. Upon retirement, each regular employee may use (100%) of the value of all unused, accrued sick leave to convert to PERS retirement credit. It shall be understood that an employee who is otherwise eligible for either of the two-above described benefits may select only one, which selection must be made prior to retirement and shall be irrevocable.
6. Sick leave shall not accrue during any period of unpaid leave of absence 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.
7. An employee may utilize his/her allowance of sick leave when unable to perform his/her work duties by reason of illness or injury, including maternity, necessity for medical or dental care, exposure to contagious disease under circumstances by which the health of the employees with whom associated, or member of the public necessarily dealt with, would be endangered by the attendance of the employee. An employee may utilize sick leave in accordance with the Personnel Code and state and federal laws.
8. A certificate from a health care provider, as defined in Personnel Code Section P-3, may only be required if absence from duty by reason of sickness or injury extends beyond four (4) working days only in cases of FMLA, CFRA, PDL, Workers' Compensation or disability certification. The certificate shall be filed with the Human Resources Department as referenced in Personnel Code Section P-3.

9. Each regular County employee shall accrue sick leave but shall not be permitted to use such sick leave during the first ninety (90) days of service.

**C. ADMINISTRATIVE LEAVE**

1. Employees shall receive 40 annual hours of annual administrative leave for any employee with over 6 months of county service. Such leave shall be separate from and in addition to regular vacation. An employee shall be allowed to accrue a maximum of 80 hours of administrative leave. Leave in excess of this amount shall be paid off at the employee's regular rate.
2. Additional administrative leave may be granted when exempt employees are required to work extraordinary amounts of overtime. Extraordinary can include both special project work and aggregate hours associated with an employee's regular assignment. Employees working such overtime may request additional administrative leave which may be approved by the employee's Department Head and the County Executive Officer. Additional administrative leave must be used within the fiscal year in which it is granted.

**D. 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 4 hours of floating holiday credits on June 30<sup>th</sup>, then he/she will only be allow 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.
3. When a holiday specified herein falls on Saturday, the preceding Friday shall be observed as a holiday. When a holiday falls on a Sunday, the following Monday shall be observed as a holiday. When a holiday falls on an employee's regular day off, which is other than the observed Saturday or Sunday, the following workday shall be observed as a holiday.
4. To be eligible for the "holiday time" an employee must work on the regular work day before and the regular work day after a paid holiday or be on an approved paid leave of absence during these times in order to receive pay for the holiday. Approved paid leave of absence is defined as paid sick leave, paid vacation, paid floating holiday, or paid authorized leave of absence. Any exception to the foregoing shall be for good cause, only, and shall require the approval of the County Executive Officer whose decision shall be final.

## **ARTICLE 5**

### **HEALTH AND WELFARE BENEFITS**

#### **A. AUTHORITY, HEALTH BENEFITS COMMITTEE**

1. This section delineates briefly the various insurance programs available to Nevada County employees, as provided by the County of Nevada or by contract or agreement between the County of Nevada and certain insurance carriers. Nothing contained herein shall be deemed to amend or affect any portion or provision of any contract or agreement, but, instead, this Section shall be construed only as a general description of certain insurance benefits available.
2. The County may select programs at its discretion provided all benefits are equal to or better than those provided on the effective date of the agreement.
3. It shall be agreed that the County shall give consideration to any recommendations of the Health Benefits Committee (made up of representatives of all employee units, Personnel/Human Resources and the County's insurance consultant) prior to making any changes to the County health plans. This provision shall not amend or in any way affect any rights given the Association by other section of the agreement to meet and confer prior to implementing any insurance benefit changes.

4. Additionally, this section shall not be construed to impose upon the County any requirement to meet and confer prior to implementing any health benefits changes where such requirement does not otherwise exist.

**B. ELIGIBILITY**

1. Any regular employee working fifty percent (50%) or more of a full-time schedule shall be eligible to enroll in any health insurance or life insurance plan currently authorized for the employees of this 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 Package only.

**C. CAFETERIA PLAN BENEFIT**

Employees in this unit shall have the option of retaining the current \$335 cafeteria plan benefit or opting into the employee health insurance. Once an employee opts out of the cafeteria plan benefit they will not be eligible to return to the program. All new employees shall only be eligible for the employee health insurance and dental/vision insurance bundle.

**D. EMPLOYEE HEALTH COVERAGE PACKAGE**

1. Health, Dental and Vision insurance will be available to all employees and their dependents.
2. Employees shall have the option of choosing all available coverage or, upon proof of other coverage in a group plan providing minimal essential coverage an employee may choose to opt out of medical insurance and the County shall pay the employee \$300 dollars per month. Employees who opt out of medical insurance can still enroll in dental and vision insurance.
3. 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 the cost of dental and vision coverage.
4. 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 DDA/DPD Unit may modify Article A.

5. Employees who live in the Truckee area who elect health insurance coverage shall receive the same benefit as stated in items 1 through 3 as stated above; however, the County contribution for the benefit shall be based on the least expensive health insurance plan available in the Truckee area, which currently is a PPO plan. In addition, Truckee employees who are not eligible to participate in an HMO are eligible to be reimbursed annually by a Rural Health Subsidy for up to \$1,500 per employee or \$3,000 for an employee and dependent(s). The subsidy may be used for reimbursements for covered major medical expenses as determined by the PPO plan's Evidence of Coverage. Co-payments are not reimbursable. Employees shall be reimbursed for receipted out of pocket medical expenses during the calendar year in which they were incurred and not reimbursed under any other plan. Employees may request reimbursements in increments of \$100 dollars or more or at the end of the calendar year.
  - a. Should an HMO option become available for Truckee employees, the Truckee employees shall be reimbursed the same as all other County employees as described in numbers 1 through 3 above and the Rural Health Subsidy shall be discontinued.
  - b. Should the HMO option become unavailable for all County employees, the Truckee employees will be reimbursed the same as all other County employees as described in numbers 1 through 3 above and the rural Health Subsidy shall be discontinued.
  - c. Should the HMO option become unavailable for all County employees, the County agrees to meet and confer over the effects of such a change.

**E. LIFE INSURANCE**

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

**F. COVERAGE -LEAVE OF ABSENCE**

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

## **G. STATE DISABILITY INSURANCE**

The County shall augment the amount of SDI benefits being received by an amount sufficient to provide the employee with a gross biweekly salary equal to the employee's normal biweekly base salary. The afore stated augmentation to SDI shall be made from sick leave balance, CTO balance 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.

## **ARTICLE 6 RETIREMENT PROGRAMS**

### **A. AUTHORITY**

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

### **B. ELIGIBILITY**

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

### **C. RETIREE COVERAGE AND CONTRIBUTION RATE**

1. The type of coverage and amount of employee contribution shall be established in accordance with this Agreement and the contract between the County and the Public Employees' Retirement System (PERS).
2. Tier I/Legacy Tier: (Employees hired prior to December 13, 2012) Effective July 1, 2006,

the County adopted the 2.7% at 55 modified retirement plan. County contributes on behalf of all covered employees their contribution at the established rate of 8% of monthly base salary received in excess of \$133.33.

The employees shall contribute 10.585% towards the employer share of the PERS reportable compensation in accordance with California Government Code Section 20516.

3. Tier II/Classic Tier: PERS Classic Employees hired after December 13, 2012 are enrolled in the 2%@60 formula. Effective July 5, 2015, employees shall contribute the 7.0% employee contribution to PERS.
4. Tier III/PEPRA Tier: PERS "PEPRA" Employees hired on or after January 1, 2013 are enrolled in the 2%@62 formula. Effective July 5, 2015, employees shall contribute one half of the total normal cost (currently 6.5%) of the employer contribution to PERS.

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

5. The employees in this unit are eligible for PERS Section 21540.5 Special Death Benefit.
6. Credit For Unused Sick Leave - Employees of the unit shall be eligible for PERS Section 20965, Credit For Unused Sick Leave.
7. 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.
8. Social Security - Each regular employee shall pay his/her contribution to the system.

#### **D. 401(a) PLAN**

The County agrees to establish and make available, at no County contribution, a 401(a) plan.

#### **E. RETIREE HEALTH COVERAGE**

1. The County shall contribute toward retiree health insurance for employees who retire from Nevada County and were hired prior to July 1, 2000 and are not eligible for Medicare as follows:
  - a. 0-5 years of consecutive service = the PERS required PEHMCA minimum.
  - b. 6-10 years of consecutive service = \$105.44
  - c. 11-19 years of consecutive service = \$150.00



- d. 20+ years of cumulative service = 100% of the least expensive health insurance plan available to the County.
  - e. Upon becoming eligible for Medicare a retiree will cease to receive this benefit and will be eligible for item number three below.
2. The County shall contribute toward retiree health insurance for employees who retire from Nevada County and were hired after July 1, 2000 as follows:
  - a. 5-19 years of consecutive eligible service = the PERS required minimum employer contribution required under PEMHCA which governs medical insurance coverage for annuitants (this dollar amount may change each year).
  - b. 20+ years of cumulative eligible service = 100% of the least expensive health insurance plan available to the County.
3. Employees Hired On or After July 1, 2008— The County shall pay the minimum employer contribution required under PEMHCA which governs medical insurance coverage for annuitants (this dollar amount changes each year) for 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 E1 or E2 of this Article.
4. 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.
5. Employee must actually retire under the PERS system to be eligible for this benefit.
6. Eligible employees who have accumulated twenty (20) years or more of cumulative service with Nevada County 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.
7. Retired Nevada County Employees who return to work will not lose retiree benefits upon return to retirement.
8. 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.
9. It is the intent of the County of Nevada that the retirement benefit allowances provided under Section 24.7(b)(1), 24.7(b)(2), 24.7(c)(1) and 24.7(c)(2) of the Personnel Code are vested benefits and shall not be reduced or divested by any means during the life of an employee eligible to receive the allowance pursuant to the terms and conditions set forth therein.



**ARTICLE 7**  
**MISCELLANEOUS**

**A. GOVERNMENT CODE SECTION 3555-3559/AB119**

The County and the Deputy District Attorneys/Deputy Public Defenders' Association (DDA/DPD) 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.

**Conditions:**

- a) This agreement shall apply to all employees appointed to a classification within the bargaining unit for which DDA/DPD is recognized as the exclusively recognized employee organization.
- b) DDA/DPD and the County acknowledge that the monthly New Hire Orientation occurs the third Friday of the month unless otherwise notified. DDA/DPD 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 DDA/DPD at that time, along with a confirmation of the date, time and location of the new hire orientation, and only if a DDA/DPD covered new employee has been hired.
- c) DDA/DPD may elect to participate in new employee orientation when new employees are hired in the bargaining unit. DDA/DPD will present information to their new hires at the time scheduled by Human Resources which is currently 11:45 a.m. to 12 noon.
- d) The County will provide DDA/DPD 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 DDA/DPD 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 DDA/DPD 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 DDA/DPD and shall be used exclusively by DDA/DPD. No personal information regarding employees shall be shared by DDA/DPD 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 8 GENERAL PROVISIONS**

### **A. ALTERATION**

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

### **B. SEVERABILITY**

If any provision of the Agreement shall be held invalid by operation of law, or by any tribunal of competent jurisdiction or, if compliance with or enforcement of any such provision should be restrained by any said tribunal, the remainder of 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 Board of Supervisors will amend its written policy as it pertains 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 the Agreement. The provisions of the 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 the Agreement. All other provisions of the Personnel Code 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.

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, 2018 through June 30, 2021, and except as otherwise specified herein, shall become effective on the date of approval by the Board of Supervisors.


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


DEPUTY DISTRICT ATTORNEY/  
DEPUTY PUBLIC DEFENDERS UNIT

COUNTY OF NEVADA, CALIFORNIA

BY:   
JERRY CAMOUS  
Chief Negotiator

BY:   
RICHARD A. HAFHEY  
County Executive Officer

BY:   
CASEY AYER  
DDA/DPD President

BY:   
DONNA M. WILLIAMSON  
Chief Negotiator

BY:   
MICAH PIERCE  
DDA/DPD Vice President

BY:   
SETH SCHAPIRO  
Human Resources Director

BY:   
JESSE WILSON  
DDA/DPD Secretary

BY:   
ALISON LEHMAN  
Assistant CEO


**SIDE LETTER OF AGREEMENT BETWEEN THE  
COUNTY OF NEVADA  
AND  
DEPUTY DISTRICT ATTORNEY/  
DEPUTY PUBLIC DEFENDERS UNIT**

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. Article 7 C 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:  
DEPUTY DISTRICT ATTORNEY/  
DEPUTY PUBLIC DEFENDERS UNIT

COUNTY OF NEVADA

BY:   
JERRY CAMOUS  
Business Representative

BY:   
RICHARD A. HAFHEY  
County Executive Officer

BY:   
CASEY AYER  
President