

# MEMORANDUM OF UNDERSTANDING



**COUNTY OF NEVADA  
AND  
PROFESSIONAL EMPLOYEES UNIT  
REPRESENTED BY LOCAL 39**

**FOR THE PERIOD OF  
JULY 1, 2021 THROUGH  
JUNE 30, 2024**

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## **PREAMBLE**

This MEMORANDUM OF UNDERSTANDING, hereinafter referred to as the Agreement, entered into by and between the COUNTY OF NEVADA, hereinafter referred to as the County, and the INTERNATIONAL UNION OF OPERATING ENGINEERS, STATIONARY ENGINEERS LOCAL 39, AFL-CIO, hereinafter referred to as the Union, 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 Professional Employees' bargaining unit.

## **ARTICLE 1 RECOGNITION**

### **A. RECOGNITION**

The County recognizes the Union as the exclusive representative of those employees within the Professional Employees' bargaining unit, for the purpose of meeting and conferring in good faith on matters within the scope of representation.

## **ARTICLE 2 UNION RIGHTS**

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

Reasonable access to work locations shall be provided to officers and representatives of the Union 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 Union shall not enter a work location without the consent of the Department Head, if safety and security requirements are declared in advance. Reasonable access to work locations will be revoked if this policy is violated.

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

The Union may at the discretion of the Employee Relations Officer be provided a reasonable amount of space for posting organization bulletins. Union 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 Union business affairs, including but not limited to dues collection, meetings, and membership campaigns.

### **C. NEW EMPLOYEE ORIENTATION SESSIONS**

1. County agrees to provide electronic access to Memorandums of Understandings to new employees during the employees' initial hiring period.

2. Government Code Section 3555-3559/AB 119

The County and the General Unit have 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 General Unit acknowledge that this agreement fully complies with and exhausts the parties' obligations to negotiate pursuant to Government Code section 3557 (as completed in the Side letter dated 12/20/17). 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 new employees who are appointed to a classification within the bargaining unit for which Local 39 is recognized as the exclusively recognized employee organization after the date of this agreement.
- b. The Union and the County acknowledge that the monthly New Hire Orientation occurs the third Friday of the month unless otherwise notified. The Union and employer 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 this 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 the Union at that time, along with a confirmation of the date, time and location of the new hire orientation.
- c. The Union may elect to participate in new employee orientation and shall be allotted fifteen minutes to present information about the union and union membership. The fifteen-minute allotment will occur at the end of the new hire orientation, generally scheduled to be 11:45 to 12 noon. County representatives will not interfere with the Union's presentation.
- d. The County will provide the Union 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. The report shall include the following information regarding the new employee: 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.)

- e. The County shall provide the Union a list of the above information about all bargaining unit employees every 90 days (quarterly). The first issuance of this report is scheduled for January 1, 2018.
- f. The County will email current employees in the Correctional Officer I, II, and Senior classifications to advise them that the list of above information will be required to be collected and reported to the Union. The email will be sent following the execution of the side letter.
- g. 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.
- h. The Union shall be responsible for providing its own packets of information.
- i. The County and the Union jointly agree that provision of any information pursuant to this section shall not cause the information to become a public record.
- j. Any information provided under this section shall be safeguarded by Local 39 and shall be used exclusively by the local union for union business only. No personal information regarding employees shall be shared by the union with any third-party, including, but not limited to, vendors or affiliated organizations, other than those directly involved in representation of bargaining unit employees in labor and employment relations matters with the County.

#### **D. USE OF COUNTY FACILITIES**

- 1. Any authorized representatives of the Union 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, ashtrays, and blackboards, is strictly prohibited.

#### **E. TIME OFF TO MEET AND CONFER**

Employees representing the Union shall have a reasonable amount of time off without loss of compensation to attend formal meet and confer sessions. In the absence of express authorization in advance by the Employee Relations Officer, not more than three County employees shall be entitled to attend meet and confer sessions without loss of compensation. County employees shall give reasonable advance notice thereof to their immediate supervisor and the Employee Relations Officer, but in no event shall such notice be given less than one full day or shift before



the meeting; except, however, that the Employee Relations Officer may at his/her discretion waive this requirement for advance notice.

**F. DUES CHECK OFF**

1. The Union 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 Union, and each employee covered who voluntarily becomes a member after that date, shall maintain his/her membership in the Union during the term of this Agreement.
4. Notwithstanding the above, a member may file a notice of withdrawal from the Union 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 Union 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.
  - a. 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. A withdrawal under this section 4 does not relieve a bargaining unit employee of lawful agency shop requirements.
5. The dues check off privilege may be suspended by the County upon the occurrence of any strike, work stoppage, slow down or other job action which is sanctioned or encouraged by the Union or its officers or representatives. Such suspension may continue only for the duration of the job action.
6. Union Dues, Initiation and Agency Fees - the Employer will make a single deduction of an initiation fee from newly hired employees who choose to become Union members and deduct one month's current and periodic Union dues or Agency fees based upon a uniform dues schedule from the pay of each employee.

## **G. DISCRIMINATION**

The County agrees not to discriminate against any employee for the employees' membership in, activity on behalf of or other means of lawful participation in the Union which are authorized and protected by statutory law, memorandum of understanding, County code or ordinance.

## **ARTICLE 3 SALARIES**

### **A. REGULAR SALARIES**

1. The County will provide a general salary increase of 2% to all regular employees in the first full pay period of July 2021.
2. The County will provide the following general salary increases effective the first full pay period of each fiscal year to regular employees:

2.0% effective 22/23

2.0% effective 23/24

3. These adjustments only apply to regular bargaining unit employees.
4. Minimum wage equity adjustments: adjustments shall be made as required by law and will be reviewed with the Union prior to implementation.

### **B. SPECIAL ADJUSTMENTS**

1. County shall have the authority to make equity adjustments for those classifications in the Professional Unit that are unable to attract more than 5 qualified applicants willing to participate in the interview process.

## **ARTICLE 4 OVERTIME**

### **A. WORK IN EXCESS OF FORTY HOURS PER WEEK FOR NON-EXEMPT EMPLOYEES**

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**

- a. An employee who is required to physically return to work, to the worksite or another assigned work location on an overtime basis shall receive a minimum of two hours compensation at the rate of time and one-half. Except as provided below, call back does not apply where an employee is working from home or another “off-duty” location and is not required to physically respond to a work location. Employees who are required to work overtime and not physically respond to a work location are not eligible for call back but are required to record their actual time worked so that they may be properly paid for their time.

Employees who are off-duty and required to work from home between the hours of 11:00 PM and 5:00 AM shall receive a minimum of one hour of compensation at the appropriate rate of pay for “work that is required to be performed during those hours.” “Work that is required to be performed during those hours” includes a required immediate response such as email or telephone call that is beyond a “de minimus” response. De minimus responses that do not qualify for the one-hour additional compensation includes reviewing or receiving a message or alarm where the employee quickly determines no response is required at that time.

- b. When the employee is required to respond to an offsite location where a county vehicle is not required, and it is more expeditious for the employee to respond directly to the worksite, an employee shall be reimbursed for roundtrip mileage at the IRS mileage reimbursement rate from their home to the worksite. Use of a personal vehicle for this purpose is subject to the prior approval of the department head or designee.

## **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 head's 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.

**G. EXEMPT EMPLOYEES**

1. All regular exempt employees shall not receive overtime compensation in any form, including but not limited to cash or compensatory time off.
2. A full-time regular exempt employee shall receive the full amount of salary specified for the pay range to which their position is assigned by appointment and the provision of this Code. When appropriate, and for increments of four (4) hours or more, leave balances shall be deducted to account for vacation leave, sick leave, PTO, PLP, administration

leave or other approved leave. While a reduction in leave balances may occur, a full-time regular employee will not incur deductions in pay for anything less than a full day should leave balances be exhausted.

## **ARTICLE 5 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. 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, \$35.00 per eight-hour shift, pro-rated for longer or shorter shifts of standby time required. In addition, an employee who is not called-back but is required to work during standby time shall be compensated at the appropriate hourly rate of pay.
5. When the employee is required to respond to an offsite location where a county vehicle is not required, and it is more expeditious for the employee to respond directly to the worksite, an employee shall be reimbursed for roundtrip mileage at the IRS mileage reimbursement rate from their home to the worksite. Use of a personal vehicle for this purpose is subject to the prior approval of the department head or designee.

**C. 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.

**D. BILINGUAL PAY DIFFERENTIAL**

1. For those employees identified by the Director of Human Resources who have assigned duties involving regular use of bilingual skills, a differential of 5% of base salary shall be provided. Regular use shall be defined as using the skill a minimum twenty percent (20%) or more in the course of the employee's assigned duties. Exceptions to this requirement shall be reviewed by the Human Resources Director on a case by case basis and that determination shall be final.
2. Bilingual pay differential shall cease when the position is determined by the Human Resources Director to no longer require the bilingual skill or when the employee is assigned, transferred, promoted or demoted to a position not requiring the bilingual skill.
3. Requests to have positions considered for bilingual differential shall be submitted by the Department Head to the Human Resources Director, whose determination shall be final, and shall include:
  - a. Position proposed for designation;
  - b. Description of the bilingual duties being performed by each employee in sufficient detail to indicate the second language to be utilized, purpose, nature and frequency of use;
  - c. Location of work assignment.
4. Upon approval of the proposed designation, the Human Resources Department shall schedule the designated employee and/or applicants for bilingual examination.

**E. ACTING TEMPORARY PAY**

If a regular employee is temporarily assigned to an acting position in a class with a higher salary range, the employee will be eligible to receive an increase of at least 7.5% of the employee's base pay from the first date of the assignment. In certain circumstances the County Executive Officer can approve a higher differential to meet the needs of the organization. The acting assignment will not cause a change to the employee's regular employee unit or benefits. Acting assignments will be no longer than nine months in duration, unless approved by the CEO. Upon termination of the acting assignment, the employee shall be restored to his/her regular position and salary including any merit increase earned. Acting assignments shall not affect any employee's salary anniversary date. If an acting position is offered to an employee from a different department, both department heads must approve the assignment.

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.

#### **F. WORK/SAFETY FOOTWEAR REIMBURSEMENT**

The County shall reimburse up to \$325 each fiscal year toward the purchase of approved work/safety footwear for each employee assigned to positions requiring such footwear. The Department Head or designee shall have the discretion to determine which footwear is approved and which positions require such footwear. If, due to extenuating circumstances, an employee has exhausted the \$325 and needs additional approved footwear, he or she may seek approval for additional footwear reimbursement on an as needed basis from the Department Head. The Department Head has the discretion to approve or deny such request. All work/safety footwear reimbursements are subject to the employee providing proof of purchase as required by the Department Head and County Auditor-Controller.

#### **G. TUITION REIMBURSEMENT PROGRAM**

1. The tuition reimbursement program is designed to assist employees in achieving their higher education degree goals such as AA/AS, BA/BS or MA/MS.
2. The following criteria shall be used in determining the eligibility of courses for tuition reimbursement.
  - a. Courses must be related to the work of the employee's position or occupation.
  - b. Courses must be taken at accredited institutions approved by the County.
  - c. The employee must be in good standing with the County which includes positive performance evaluations and no disciplinary history.
  - d. Employees may only participate in one County tuition reimbursement program at a time.
3. The nature of reimbursement is as follows:
  - a. Reimbursement shall be no more than \$5,000 per fiscal year.
  - b. Reimbursement shall be made for tuition, books, registration fees and laboratory fees. Expenses for parking, travel, meals and other incidental costs are not reimbursable.
  - c. Reimbursement shall be made to the employee on the completion of the course with a minimum final grade of C or its equivalent in an undergraduate course, or

B or its equivalent in a graduate level course. No reimbursement shall be made for audited courses or incomplete courses.

- d. Reimbursement received from other sources for tuition, books, registration and/or lab fees will be deducted from the cost of such expenses in determining the amount, which the County will pay.
4. The procedure for tuition reimbursement follows these steps.
- a. The employee shall apply for tuition reimbursement, prior to enrollment, through normal supervisory channels on forms provided by the Human Resources Director.
  - b. The employee's Department Head shall either recommend approval of the application or deny it. If the Department Head recommends approval, he/she shall forward the application to the County Executive Office for review and final approval or denial.
  - c. Approval for reimbursement will be contingent on employee's agreement to the terms in the "Tuition Reimbursement Program Annual CEO Application" and the "Nevada County Tuition Reimbursement/Education Assistance Agreement" which may be amended by the County and is subject to annual review and renewal.
  - d. Upon completion of an approved course(s), the employee shall obtain from the institution certification of fees paid and grade received and send certification to the Human Resources Director's Office as soon as possible. Fees paid shall be itemized on a standard Nevada County Claim Form. The receipt shall accompany the Claim Form with pertinent information including the signature of the Department Head and employee's signature.
5. Suspension

This program may be suspended when deemed necessary by the CEO due to any serious fiscal crisis as determined by the CEO. Such suspension shall not alter existing approved County agreements for tuition reimbursement.

## **ARTICLE 6 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 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 Board of Supervisors. 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 Human Resources Director. Any leave of absence request for a Department Head shall be forwarded by the Human Resources Director with recommendation to the Board of supervisors. 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 and vacation/PLP shall not accrue during an unpaid leave of absence.
3. Failure of the employee to return to his/her former County position immediately following the expiration of leave shall be cause for dismissal.

## **B. VACATION LEAVE**

Vacation leave shall only apply to those members of the Unit who were hired before September 1, 1998 and that have not elected to participate in the (PLP) program.

1. Regular employees assigned to the normal forty (40) hour workweek shall accrue vacation leave at the rate of ten (10) hours for each full calendar month of service during the first four (4) years of employment; at the rate of twelve (12) hours for each full calendar month of service from the beginning of the fifth (5th) year through the tenth (10) year of employment; and at the rate of 13.3334 hours for each full calendar month of service beginning with the 11<sup>th</sup> year.
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 320 hours of combined vacation credit and PTO credits 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 unpaid 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 three hundred twenty (320) 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. PERSONAL LEAVE PROGRAM (PLP)**

Effective with the first pay period after September 1, 1998, members of this unit may participate in the Personal Leave Program. Under the PLP, vacation and sick leave balances shall be converted to an optional personal leave program that combines the accrual of both sick leave and vacation into the following schedule:

- \*Years 0 through five, 165 hours per year;
- \*Years six through ten, 192 hours per year;
- \*Years eleven plus, 200 hours per year

Employees may accrue a maximum 380 hours total under the personal leave program. While accrued PLP is fully vested, it cannot be converted to PERS service credits.

Current employees will have a one-time option of changing from the vacation leave program to the PLP program during a period of thirty (30) days to be mutually agreed upon by the Union and the County within the term of this contract. New employees hired into the Professional Unit bargaining unit shall automatically be placed in the PLP Program.

Should an employee elect to participate in the PLP, all current sick leave will be set aside and accessible to the employee under the current terms and conditions of usage and may be cashed out according to the provisions contained within the Personnel Code. No further accruals will occur.

#### **D. 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.

#### **E. SICK LEAVE**

Sick leave shall only apply to those members of the Unit who were hired before September 1, 1998 and that have not elected to participate in the (PLP) Program.

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.
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 employment.
5. 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.
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 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.
8. 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. An employee may utilize sick leave because of childbirth by a spouse or because of serious illness in the immediate family requiring the presence of the employee.

9. 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 the period of three (3) working days, and only in cases of FMLA, CFRA, PDL, Workers' Compensation or disability certification. The certificate shall be filed with the employee's department and the Human Resources Department as referenced in Personnel Code Section P-3.
10. All employees may also utilize sick leave if they are a victim of domestic violence, sexual assault, or stalking, for the following: to obtain legal relief, to seek medical attention, to obtain services from a domestic violence shelter, program or rape center, to obtain psychological counseling, or to participate in safety planning and take other actions to increase safety.
11. An employee may also utilize up to ten (10) days of available accrued leave (sick, vacation, floating holiday, PLP, CTO) for the death of an immediate family member. "Immediate family" is defined as mother, father, spouse, sister or brother of the husband and wife, children, grandchildren, grandparents of both husband and wife, or other relative residing in the employee's immediate household.

#### **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 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 ten (10) 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 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.
  - a. For those employees assigned to the Nevada County Library Department, a Saturday or Sunday holiday shall be observed on the actual holiday or a holiday day off can be scheduled by mutual consent with the appointing authority within the pay period in which the holiday occurs.
5. To be eligible for the "holiday time" an employee must work on the regular workday before and the regular workday 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 worksite to court and return.

## **I. 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.

## **J. 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.

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

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

**ARTICLE 7  
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 and welfare benefit provided by this Article. Eligible dependents of any regular employees 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.

### **C. MEDICAL INSURANCE BENEFITS**

1. 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.)

### **D-1. CAFETERIA PLAN through December 31, 2021**

1. During the term of the MOU, the County agrees to maintain a Cafeteria Plan, pursuant to Section 125 of the Internal Revenue Code, for the purpose of providing eligible active employees with access to various health and welfare benefits. Benefits available through the Cafeteria Plan include medical insurance, dental insurance, vision insurance and life insurance benefits.
2. 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 B of the Article. The amount of this Cafeteria Plan Allowance shall be determined by an employee's participation level, as follows:
  - a. 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 less the amount of the County's contribution towards medical insurance set forth in Section C (1) of this Article.
  - b. The County will continue to pay 100% of the "Employee Only" premium cost for medical, dental and vision plans based upon the least expensive health insurance plan available to County employees. Employees would pay additional premiums for medical coverage elections that cost more than the least expensive health plan available.

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 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 would pay additional premiums for medical coverage elections above this amount.



**D-2. CAFETERIA PLAN effective January 1, 2022**

1. During the term of the MOU, the County agrees to maintain a Cafeteria Plan, pursuant to Section 125 of the Internal Revenue Code, for the purpose of providing eligible active employees with access to various health and welfare benefits. Benefits available through the Cafeteria Plan include medical insurance, dental insurance, vision insurance and life insurance benefits.
2. 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 B of the Article. The amount of this Cafeteria Plan Allowance shall be determined by an employee's participation level, as follows:

- a. **Medical Insurance:** Employees participating in employee only benefits shall receive a Cafeteria Plan Allowance towards medical benefits that is equal to the medical premium cost for the plan chosen by the employee or the average premium cost of all health plans offered in CalPERS Medical Region 1 (excluding out of state plans), whichever is less minus the amount of the County's contribution towards medical insurance set forth in Section C (1) of this Article.

The County contribution for "Employee plus one" coverage and "Employee plus two or more" coverage for medical premium coverage cost for the plan chosen by the employee or eighty percent (80%) of the average premium cost of all health plans offered in CalPERS Medical Region 1 (excluding out of state plans), whichever is less, minus the amount of the County's contribution towards medical insurance set forth in Section C (1) of this Article.

- b. **Dental and Vision:** The County will pay 100% of the premium cost for dental and vision plans for the "Employee Only" level of coverage. The County will pay eighty percent (80%) of the premium cost for dental and vision plans for "Employee plus one" and "Employee plus two or more" levels of coverage.
  - c. **Payroll Deductions:** Premium amounts for medical, dental and vision coverage elections above the amounts provided by the County in this Article shall be paid by the employee through payroll deductions.
3. Employees who opt out of 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 D 2(a) of this Article. Instead, employees who opt out of the County sponsored benefit will receive \$300 dollars per month. Employees who opt out of medical insurance can still enroll in dental and vision insurance.
  4. Any Cafeteria Plan Allowance provided for under Section D (2) 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.

5. The County contribution to the dental plan calendar year maximum shall be \$2,500.

#### **E. RURAL HEALTH SUBSIDY REIMBURSEMENT**

Employees who live in the Truckee area who elect medical insurance coverage will receive the same benefit as stated in Sections C and D above. 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 medical expenses as determined by the PPO plan's Evidence of Coverage.

Employees will be reimbursed for receipted out of pocket medical expenses during the calendar year in which they were incurred and not reimbursed under any other plan.

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

- a. Employees will be issued a debit card to use at providers for out of pocket expenses under the plan. The debit card is programmed for eligible expenses only.
  - b. Employees may submit receipts to the County's third-party vendor for verification and reimbursement. This can be done via email, phone app, mail or scan.
  - c. Employees have the option of direct deposit for their reimbursement.
  - d. Employees will be able to view all transactions and their status via an on-line portal.
1. Should an HMO option become available for Truckee employees, the Truckee employees will be reimbursed the same as all other County employees as described in Sections C and D above and the Rural Health Subsidy shall be discontinued.
  2. Should the HMO option become unavailable for all County employees, the Truckee employees will be reimbursed the same as all other County employees as described in Sections C and D 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. LIFE INSURANCE**

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

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

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

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

#### **H. 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 the employee's sick leave balance, CTO balance and vacation balance, in that order until exhausted. 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 herein, in the manner provided herein.

### **ARTICLE 8 RETIREMENT PROGRAM**

#### **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. 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).
  - a. 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. Employees contribute a 2.585% cost share of the employer's PERS contribution in accordance with Government Code section 20516(f). The employee contributes the established rate of 8% of reportable compensation in excess of \$133.33.
  - b. Tier II/Classic Tier (Employees hired between December 13, 2012 and December 31, 2012): Employees hired between December 13, 2012 and December 31, 2012 are enrolled in the 2% @ 60 formula. Employees covered under the 2% @ 60 formula shall contribute the 7% employees' share of pension costs and a three-year average shall be used in calculating an employee's monthly retirement allowance. Employees covered under the new 2% @ 60 retirement formula shall not pay the 2.585% employer share of pension costs that was established for employees covered under the 2.7% at 55 retirement formula. The employee contributes the established rate of 7% of reportable compensation in excess of \$133.33.
  - c. Tier III/PEPRA Tier (Employees hired on or after January 1, 2013): Employees hired on or after January 1, 2013 are enrolled in the 2% @ 62 formula. The employee contribution towards PERS shall be 50% of the total normal cost rate for Tier III/PEPRA Tier. The employee contribution rate 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 benefits and reportable compensation.
2. The County has adopted the PERS optional death benefit Section 21548, Pre-Retirement Optional Settlement 2 Death Benefit.
3. The employees in this unit are eligible for PERS Section 21540.5 Special Death Benefit.
4. Social Security - Each regular employee shall pay his/her contribution to the system.
5. Credit for Unused Sick Leave - Employees of the unit shall be eligible for PERS Section 20965, Credit For Unused Sick Leave.

**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 for the duration of the leave, effective on the first day of said leave.

**E. 401(a) PLAN**

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

**F. 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.

**G. RETIREMENT BENEFIT ALLOWANCE**

1. Employees Hired Prior to July 1, 2000--Employees hired prior to July 1, 2000, who retire from the County and who 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:
  - a. 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.
  - b. 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.
  - c. 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.
  - d. 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 health insurance plan sponsored by the County, less the amount of any employer contribution determined under Section F of this Article.
  - e. Upon becoming eligible for Medicare an individual will cease to receive any retirement benefit allowance provided under this Section G1 and will become eligible for the Medicare Supplemental Insurance as described in G (4)(a) below.

2. 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:
  - a. The County shall pay the minimum employer contribution required under PEMHCA which governs medical insurance coverage for annuitants (this dollar amount may change each year) for individuals who served between 0 and 19 years of consecutive service with the County.
  - b. 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 F of this Article.
  - c. Upon becoming eligible for Medicare an individual will cease to receive any retirement benefit allowance provided under this Section G2 and will become eligible for the Medicare Supplemental Insurance as described in G4(b) below.
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 may change each year) for employees. 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 G1 or G2 of this Article.
4. Medicare Supplemental Insurance
  - a. 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 F of this Article. This benefit replaces any retiree benefit allowance provided under Section G (1) and is available to the eligible retired employee only after he or she has reached the age of 65.
  - b. 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 cost of the least expensive Medicare supplemental insurance available to the County, less the amount of any employer contribution provided under Section F 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 provided under Section G (2) and is available to the eligible retired employee only after he or she has reached the age of 65.

- c. The County shall pay the minimum employer contribution required under PEMHCA which governs medical insurance coverage for annuitants (this dollar amount may change each year). Employees hired on or after July 1, 2008 are not eligible to receive any benefits provided for in either Section G4(a) or G4(b) above.
5. Eligibility for receipt of any retirement benefit allowances described in Section G (1), G (2), G (4) (a), or G (4) (b) 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.
6. Any retirement benefit allowances provided under Section G (1), G (2), G (4) (a), or G (4) (b) above are provided in the form of a cash payment paid directly to the eligible retiree.
7. In recognition that there may be some isolated cases whereby an employee may become ineligible because of this change in eligibility the Union shall have the right to meet and confer on any such case.
8. Retired Nevada County Employees who return to work will not lose retiree benefits upon return to retirement.

## **H. DEFERRED COMPENSATION PLAN**

The County shall hold a meeting with the Union annually to review the annual status of the Deferred Comp plan. The annual meeting shall also include the Fiduciary Committee, Nationwide and HYAS (the County's fiduciary partner).

## **I. ADDITIONAL INFORMATION**

Additional detailed information concerning the retirement plan may be obtained from the Human Resources Department.

## **ARTICLE 9 TRANSFERS**

### **A. TRANSFERS**

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 Human Resources Director has approved the transfer.

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.

Employees will not be subject to involuntary geographic moves between Truckee and the western County except in circumstances where the elimination of position(s) requires the reassignment of staff.

## **ARTICLE 10 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.

Performance reports conducted on regular employees shall be made and filed with the Human Resources Director at least five (5) working days prior to the expiration of three



(3) calendar months of probationary service, at least five (5) working days prior to the end of six (6) months of probationary service, and at least five (5) 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.

**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 11  
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 Union notice prior to implementation of any proposed layoff and shall consult with the Union, 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 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 or final probationary performance report was less than overall "outstanding" shall be laid off before any employee in the same classification whose performance report, as defined above, was overall "outstanding". Within this group, a less senior employee shall be laid off before an employee with more seniority.
- b. Whenever it becomes necessary to layoff employees whose performance report, as defined above, 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.
- c. Except as otherwise provided, any employee who has been displaced as a result of the application of the provisions of this section shall be permitted to exercise bumping rights into a lower classification within the same classification series and within the same department or into the last position in which the employee held regular status and within the same department from which the employee is being displaced. If an employee should elect to exercise his/her bumping rights as provided herein, then such employee shall be judged against all employees within the said lower classification in accordance with the foregoing methodology, giving proper weight to the factors of performance and seniority. Such bumping right must be exercised within ten (10) days of the date of layoff notice.

In the case of a tie in seniority pursuant to this section, such tie shall be broken by counting all time in County service.

If this method of breaking ties in seniority results in a tie, the order of layoff shall be determined by lot as drawn by Human Resources Director.

- d. Any employee bumped pursuant to (c) above, shall be permitted to exercise bumping rights into an existing lower classification within the same series and within the same department; or into the last position in which the employee held regular status and within the same department from which the employee is being displaced, where applicable.

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 a reasonable 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. EMPLOYEES FORMERLY UNDER STATE MERIT SYSTEM**

When a reduction in force occurs in the Department of Social Services or Child Support Services the following provisions shall apply:

1. The names of employees who occupy a Merit position on January 30, 2016 will be contained on a list entitled "Employees in the Merit System as of January 30, 2016" which is maintained in Human Resources, updated and sent to the Union quarterly (herein referred to as "the Merit System Employee List.") The Merit System Employee List indicates Merit seniority points as of this date using Local Area Personnel Standards' section 17510; these points will be "frozen" for future seniority calculation purposes. This Merit System Employee List will be updated quarterly and provided to the Union and at other times upon request.
2. When a reduction in force occurs, seniority for employees listed on The Merit System Employee List will be determined on the following basis:
  - a. For this Section only, seniority will be defined as the total number of Merit points plus calendar days an employee has been employed after January 30, 2016 in a regular or temporary capacity and on active pay status in the classification of the employee or group of employees subject to layoff or bumping, except that in the case of a regular employee, approved leave of absence with or without pay shall also count as time worked on active pay status. Time worked in another classification of equal or greater pay grade and within the same series shall count as time worked within the classification of the employee or group of employees subject to layoff or bumping. Seniority shall not include any period during which an employee was on leave without pay for disciplinary reasons or not actually in County employment because of his or her voluntary termination, layoff or other cause; provided that for any employee who is re-employed after being discharged for cause or any probationary employee discharged during the probationary period, seniority shall not include any time worked prior to his or her succeeding appointment.
  - b. For this Section only, former Merit employees who, after January 30, 2016, transfer, promote, demote or otherwise depart from any previously defined Merit position in either Social Services or Child Support Services will have their names removed from The Merit System Employee List unless the transfer, promotion or demotion is also to a previously defined Merit position. Seniority from the point of removal will be calculated based upon Personnel Code Section 20.1 (a) and (b) and other applicable provisions of this MOU.
  - c. For this Section only, if a former Merit employee transfers or promotes to a position in the same job series, his/her name shall remain on The Merit System Employee List, however, additional "frozen" Merit points will not be added.
  - d. Layoffs shall be made by classification and by department in accordance with the following procedure and in the following order:

- i. If an employee on the Merit System Employee List has received an “outstanding” performance rating on his or her last two regularly scheduled written performance reports, twelve (12) additional “frozen” points will be added to those on The Merit System Employee List for the purpose of calculating total seniority at the time of a layoff.
  - ii. A less senior employee shall be laid off before an employee with more seniority.
  - iii. Except as otherwise provided, any employee who has been displaced as a result of the application of the provisions of this Section shall be permitted to exercise bumping rights into a lower classification within the same classification series and within the same department or within a previously held Merit classification or Merit department. If an employee should elect to exercise his/her bumping rights as provided herein, then such employee shall be judged against all within the said lower classification in accordance with the foregoing methodology. Such bumping rights must be exercised within ten (10) days of layoff notice.
  - iv. When two or more employees have the same seniority, the tie shall be broken in the following sequence: employee with the greatest seniority in the class in which the layoff is being made and in higher level classes; employee with the greatest seniority in the department of layoff; employee with the greatest seniority in the County.
  - v. If this method of breaking ties in seniority results in a tie, the order of layoff shall be determined by lot drawn by the Director of Human Resources.
  - vi. Any employee bumped pursuant to “iii” above, shall be permitted to exercise bumping rights into an existing lower classification within the same series and within the same department, where applicable, without loss of “frozen” Merit points on The Merit System Employee List.
- 3. The provisions of Article 11, B, 5, “a” and “b” will not be used for determining the layoff of an employee listed on The Merit System Employee List.
  - 4. All other provisions of layoff and recall from layoff will be governed by the Personnel Code or this MOU, as applicable.

#### **F. 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.

## **G. 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.

## **H. 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 12 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 Union 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 Union 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. TEMPORARY EMPLOYEES**

The following agreements regarding the impact or potential impact of temporary employees working in classifications covered in the current Miscellaneous Bargaining Unit apply:

1. Quarterly reports depicting the number of temporary employees (equal to full time equivalents by department) will be maintained and supplied to the Union for review.
2. Every effort will be made to monitor and strictly enforce the Personnel Code Section relating to 1,000-hour temporary limit per fiscal year.

3. The parties agree that meet and confer requirements apply when a change in the use of temporary employees significantly impacts any bargaining unit positions.

### **C. 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. 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.

### **D. 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 subject to the meet and confer obligations as set out in this section. The workweek shall commence on Saturday at midnight and end on the following Saturday at midnight. Employees occupying regular part-time 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 30 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 Union shall meet and confer prior to such temporary work schedules continuing past 30 consecutive working days. In the event that the County and Union 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 Union 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 Union, prior to any such change, regarding the effects of such permanent change of working hours. In the event

that the County and the Union 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 an appeal is made by the Union to the Board of Supervisors, the decision of the Board of Supervisors shall be final. The County agrees to provide the Union 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.

#### **E. 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.

- 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 Nevada County 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 Local 39.

#### **F. 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 a 4/10 alternative work schedule.
- 2) The 4/10 alternative work schedule 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 the alternative 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 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 4/10 alternative work schedule 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 Local 39.

#### **G. UPDATE OF ARTICLES, POLICIES AND PERSONNEL CODE**

The County agrees there shall be no alteration of the following former provisions of the Local 39 MOU. The following items have been transferred from this MOU to the personnel code but are still covered by the zipper clause of this agreement. The County agrees that during the term of this agreement there shall be no alteration of the following former provisions of the Local 39 Professional MOU that have been transferred from this MOU to the Nevada County Personnel Code unless made in writing and signed by the parties. No verbal understanding or agreement not incorporated into this agreement shall be binding.

Items include:

- a. Salary upon appointment or change of status
- b. Salaries Subsection B – Special Adjustments, C – Employee Timesheets, D – Extra help
- b. Article 6 – Section 7 – Temporary Help
- c. Filling of vacancies
- d. Special Allowances – Subsections on travel and expense reimbursement and licenses, dues, certificates and memberships
- e. Classification Studies
- f. Leaves of Absence – Pregnancy Leave and FMLA
- g. Probationary Period
- i. Health and Welfare Benefits – S.D.I. piece out
- j. Transfers – Keep in contract, but make consistent with Code
- k. Miscellaneous Safety, Nepotism Policy, Drug Free Workplace Policy, Vehicle Home Retention, Direct Deposit, EAP Language, IRS Section 125, Employee Name Badges

#### **H. ADDITIONAL BACKGROUND CHECKS**

Due to the on-going nature of new laws, regulations and requirements related to safety and security, background checks for current employees (including Livescan fingerprinting) the parties agree that changes in these processes may need to be made during the term of this agreement. The parties agree to meet and confer on any significant changes that are subject to bargaining.

#### **I. LABOR MANAGEMENT COMMITTEE**

The County and Union agree to a Labor Management Committee for the term of this Agreement. The topics of Wellness and Home Visit Safety issue will be topics that are covered in the Committee in addition to other topics placed on the agenda by either the Union or the County. The parties agree that particular personnel issues will not be placed on the Committee agenda but may be discussed directly with the HR Director. This Committee shall meet once a quarter or

more frequently by mutual agreement. The County shall designate the HR Director plus two other County representatives. The Union may designate up to four representatives.

## **ARTICLE 13 GRIEVANCE, DISCIPLINE AND APPEALS**

### **A. GRIEVANCE PROCEDURE**

Local 39, as an organization, shall have the exclusive access to the following Grievance Procedure:

If an employee has not been a member of Local 39 for at least thirty (30) days prior to filing a formal grievance, or chooses to represent themselves, Chapter 19 of the County's Personnel Rules and Regulations shall apply. In the event an employee files a grievance without the assistance of the Union and wherein the said employee alleges violation of a current Agreement between the County and the Union, the County shall notify the Union and provide a copy of the said grievance to same prior to issuance of the Human Resources Director's decision as prescribed in Personnel Code section 19.

The following shall apply only if Local 39 is the representing party.

#### **1. Definitions**

A grievance is a complaint of one or a group of employees or a dispute between the County and Local 39, involving the interpretation, application or enforcement of the express terms of this Memorandum, Personnel Rules and Regulations.

#### **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 Union 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 Union and shall be filed with the Department Head as the first level of appeal.
- b. Within ten (10) workdays 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, Local 39 shall have the right to refer the matter to arbitration. Such referral shall be made by written demand submitted to the County Executive Officer.

### **B. DISCIPLINARY 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 regular 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 regular 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 Local 39 Disciplinary Process

Local 39, as an organization, shall have the exclusive access to the following due process and representation rights for any level of discipline prior to implementation.

Nevada County Personnel Code shall require five (5) working days advance-notice of any level of discipline.

If an employee has not been a member of Local 39 for at least thirty (30) days prior to notification of a disciplinary action, or chooses to represent themselves, Chapter 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. Local 39 and the employee shall, within said five (5) 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 Local 39, 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) Incompetence or unsatisfactory job performance;
- (c) Inefficiency;
- (d) Inexcusable neglect of duty;
- (e) Insubordination, refusing a directive or work order;
- (f) Dishonesty;
- (g) Theft;
- (h) Harassment of County employees or member of the public in connection with County employment based on their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or veteran status;
- (i) Abusive conduct, including malicious verbal, visual or physical actions, or the gratuitous sabotage or undermining of a person's work performance;
- (j) Illegal manufacture, distribution, possession, and or use of a controlled substance in the workplace;
- (k) Carrying firearms or deadly weapons while on duty when not required as part of job duties;
- (l) Being intoxicated and/or under the influence of any controlled substance while on duty or while subject to scheduled call back;
- (m) Inexcusable absence without leave (absenteeism or tardiness);
- (n) Conviction, meaning any judicial determination of guilt (including nolo contendere) of a crime that has a nexus to the employee's job duties;
- (o) Discourteous treatment of the public or other employees;
- (p) Improper political activity as specified in the Personnel Code;
- (q) Unapproved outside employment or activity, or other enterprise that constitutes a conflict of interest with service to the County;
- (r) Damage or misuse of County property through negligence or misconduct, including, but not limited to: physical property, electronic resources, supplies, tools, equipment, County communications systems, County vehicles or intellectual property;

- (s) Violation of the County's or department's confidentiality policies, or disclosure of confidential County information to any unauthorized person or entity;
- (t) Violation of any of the provisions of the Personnel Code;
- (u) Refusal to take and subscribe to any oath or affirmation which is required by law in connection with employment;
- (v) Misuse of sick leave or a claim of sick leave under false pretenses;
- (w) Threat or assault on an employee or member of the public in connection with County employment;
- (x) 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;
- (y) Falsifying or tampering with any County record, including work time or financial records.

## 7. Right of Appeal

Local 39 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 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, Local 39 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, Local 39 shall have the right to refer the matter to arbitration. Such referral shall be made by written demand submitted to the County Executive Officer. 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 Local 39, 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 union 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 14 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 Union prior to such action and the County shall provide the



Union 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 shall amend its written policy as they pertain to employees covered by this Agreement and shall take such other action by resolution or otherwise as may be necessary in order to give full force and effect to the provisions of this Agreement. The provisions of this Agreement, except as provided herein, shall supersede County ordinances and resolutions currently in effect, for the term of this Agreement, to the extent that they are inconsistent with the provisions of this Agreement. All other provisions of the Personnel Code and the previous Agreement which are not inconsistent herewith and which 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 an 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 services, the County has the right to implement such changes subject to meeting appropriate notice and meet and confer requirements prior to implementing any changes.
2. It shall be understood that the items agreed to herein shall not be binding upon the County until this agreement is signed by the proper representatives of both parties and ratified by the Board of Supervisors, pursuant to law. It is further understood that adoption of this Agreement signifies that all issues which were at dispute or otherwise under discussion at the bargaining table have been addressed and resolved to the satisfaction of the parties for the term of this Agreement.

**D. DURATION**

This Agreement shall be for the period July 1, 2021 through June 30, 2024 and except as otherwise specified herein, shall become effective on the date of approval by the Board of Supervisors.

DATED:

INTERNATIONAL UNION OF  
OPERATING STATIONARY  
ENGINEERS, LOCAL 39, AFL-CIO

COUNTY OF NEVADA

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

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

BART FLORENCE  
Business Manager

ALISON LEHMAN  
County Executive Officer (CEO)

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

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

JEFF GLADIEUX  
President

DONNA WILLIAMSON  
Chief Negotiator

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

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

CHARLIE SOLT  
Director of Public Employees  
BY: \_\_\_\_\_

STEVEN ROSE  
Human Resources Director

CHUCK THIEL  
Business Representative

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

LINDSEY GORDON  
Team Member