

# **MEMORANDUM OF UNDERSTANDING**



**COUNTY OF NEVADA**

**AND**

**SHERIFF'S MANAGEMENT ASSOCIATION**

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

**FOR THE PERIOD OF  
JULY 1, 2025 THROUGH JUNE 30, 2028**

**SAFETY SUPERVISORY AND MANAGEMENT EMPLOYEE'S BARGAINING UNIT  
TABLE OF CONTENTS**

SECTION	PAGE
<b>PREAMBLE</b>	<b>3</b>
<b>ARTICLE 1</b>	<b>3</b>
<b>RECOGNITION</b>	<b>3</b>
1.1 RECOGNITION	3
<b>ARTICLE 2</b>	<b>3</b>
<b>COMPENSATION</b>	<b>3</b>
2.1 SALARY INCREASES	3
2.2 SOCIAL SECURITY CONTRIBUTION	3
2.3 SHIFT DIFFERENTIAL	3
2.4 POST CERTIFICATION INCENTIVE PAY	4
2.5 TRUCKEE DIFFERENTIAL	4
2.6 EDUCATIONAL INCENTIVES	5
2.7 CRITICAL INCIDENT NEGOTIATIONS TEAM DIFFERENTIAL	5
2.8 INVESTIGATOR DIFFERENTIAL	6
2.9 TACTICAL TEAM DIFFERENTIAL	6
2.10 DIVE TEAM DIFFERENTIAL	6
2.11 LONGEVITY PAY DIFFERENTIAL	6
2.12 ON-CALL PAY	6
2.13 OVERTIME	7
2.14 COMPENSATORY TIME OFF (CTO)	7
2.15 29 U.S.C. 207(K) WORK PERIOD	7
2.16 NON-EXEMPT EMPLOYEE ALTERNATIVE WORK SCHEDULE	8
<b>ARTICLE 3</b>	<b>8</b>
<b>LEAVES</b>	<b>8</b>
3.1 VACATION LEAVE	8
3.2 SICK LEAVE	8
3.3 HOLIDAY LEAVE FOR EXEMPT EMPLOYEES	9
3.4 HOLIDAY LEAVE FOR NON-EXEMPT EMPLOYEES SCHEDULED WITHOUT HOLIDAYS OFF	10
3.5 ADMINISTRATIVE LEAVE	10
3.6 BEREAVEMENT LEAVE	10
3.7 OTHER LEAVES	11
<b>ARTICLE 4</b>	<b>11</b>
<b>HEALTH AND WELFARE BENEFITS</b>	<b>11</b>
4.1 MISCELLANEOUS PROVISIONS	11
4.2 ELIGIBILITY	11
4.3 MEDICAL INSURANCE BENEFITS	11
4.4 CAFETERIA ALLOWANCE	12
4.5 RURAL HEALTH SUBSIDY REIMBURSEMENT	12
4.6 EMPLOYEE ASSISTANCE PROGRAM	13
4.7 LIFE INSURANCE	13

<b>ARTICLE 5</b>	<b>14</b>
<b>RETIREMENT PROGRAM</b>	<b>14</b>
5.1 RETIREMENT PROGRAM COVERAGE	14
5.2 UNUSED SICK LEAVE	14
5.3 RETIREE MEDICAL BENEFIT	15
5.4 RETIREMENT BENEFIT ALLOWANCE	15
5.5 CALPERS OPTIONAL DEATH BENEFIT	17
5.6 EMPLOYER PAID MEMBER CONTRIBUTIONS (EPMC)	17
5.7 PUBLIC EMPLOYEES' RETIRMENT SYSTEM REQUIREMENTS	17
<b>ARTICLE 6</b>	<b>17</b>
<b>GRIEVANCE, DISCIPLINE AND APPEALS</b>	<b>18</b>
6.1 GRIEVANCES	18
6.2 LETTERS OF REPRIMAND	18
6.3 PRE-DISCIPLINARY PROCEDURE	19
6.4 POST-DISCIPLINARY RIGHT OF APPEAL	19
<b>ARTICLE 7</b>	<b>21</b>
<b>MISCELLANEOUS</b>	<b>21</b>
7.1 SAFETY	21
7.2 CONTRACTING OUT	21
7.3 PROHIBITION OF NEPOTISM	21
7.4 DRUG FREE WORKPLACE	22
7.5 COMPUTER/COMMUNICATIONS (E-MAIL) POLICY	22
7.6 SEPARATION DURING PROBATIONARY PERIOD	22
7.7 RE-EMPLOYMENT – CONDITIONS WHEN PROBATIONARY PERIOD NOT REQUIRED	22
7.8 UNIFORMS	22
7.9 DUTY USE FOOTWEAR	22
7.10 CLOTHING ALLOWANCES	23
7.11 GOVERNMENT CODE SECTION 3555-3559/AB119	23
<b>ARTICLE 8</b>	<b>25</b>
<b>GENERAL PROVISIONS</b>	<b>25</b>
9.1 ALTERATION	25
9.2 SEVERABILITY	25
9.3 IMPLEMENTATION	25
9.4 TERM	26
<b>APPENDIX A</b>	<b>27</b>
<b>APPENDIX B</b>	<b>27</b>
<b>APPENDIX C</b>	<b>28</b>

## **PREAMBLE**

This MEMORANDUM OF UNDERSTANDING, hereinafter referred to as the MOU, is entered into by and between the COUNTY OF NEVADA, hereinafter referred to as the County, and the NEVADA COUNTY SHERIFF'S MANAGEMENT ASSOCIATION, hereinafter referred to as the Association or SMA, for the purpose of 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 members of the SMA Bargaining Unit.

## **ARTICLE 1 RECOGNITION**

### **1.1 RECOGNITION**

The County recognizes SMA as the exclusive representative of the classifications listed in Appendix A, for the purpose of meeting and conferring in good faith on matters within the scope of representation.

## **ARTICLE 2 COMPENSATION**

### **2.1 SALARY INCREASES**

#### **a. General Salary Increase**

Effective the first full pay period after July 1, 2025, members of the bargaining unit shall receive a salary increase of two percent (2%).

Effective the first full pay period after July 1, 2026, members of the bargaining unit shall receive a salary increase of three percent (3%)

Effective the first full pay period after July 1, 2027, members of the bargaining unit shall receive a salary increase of two percent (2%).

#### **b. Market / Equity Adjustments**

In addition, classification-specific market/equity adjustments shall be provided as specified in Appendix B.

### **2.2 SOCIAL SECURITY CONTRIBUTION**

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

### **2.3 SHIFT DIFFERENTIAL**

Employees who, within any pay period, are required to work 40 or more regularly-scheduled hours between 6:00 P.M. and 6:00 A.M. shall receive a shift differential of 5% of base salary for all hours worked during the subject pay period.

The parties agree that subject to PERL and CalPERS' regulations and guidance, this is reportable to CalPERS as special compensation.

## **2.4 POST CERTIFICATION INCENTIVE PAY**

- a. Employees who obtain and maintain a Peace Officers Standards and Training (POST) Advanced Certificate shall receive an incentive pay differential of 5.0% of base salary. A copy of the certificate shall be submitted concurrently with the personnel action form to initiate the salary differential. Effective the first full pay period after January 1, 2027, the POST Advanced Certificate incentive pay differential shall increase to six percent (6.0%) of base salary.
  - 1) New employees in the Sergeant classification shall be eligible for Intermediate POST incentive pay (2.5% of base salary per month) for a maximum of two years following promotion or employment into an eligible position or until eligible for the Supervisory POST whichever comes first.
- b. SMA employees who obtain and maintain a POST Supervisory Certificate shall receive an incentive pay differential of two and one half percent (2.5%) of base salary, which shall be considered cumulative of the differential paid for the Advanced Certificate. A copy of the certificate shall be submitted concurrently with the personnel action form to initiate the salary differential.
- c. Lieutenants, Captains and Chief DA Investigators who obtain and maintain a POST Management Certificate shall receive an incentive pay differential of three and one half (3.5%) of base salary. The Management Certificate shall be considered cumulative of the differential paid for the Advanced Certificate. A copy of the certificate shall be submitted concurrently with the personnel action form to initiate the salary differential.
  - 1) New employees in the Lieutenant, Captain and Chief DA Investigator classifications shall be eligible to retain their Supervisory POST incentive pay for a maximum of two years following promotion to one of the classifications mentioned in this subsection.

The parties agree that subject to PERL and CalPERS' regulations and guidance, this is reportable to CalPERS as special compensation.

## **2.5 TRUCKEE DIFFERENTIAL**

A differential of ten percent (10%) of base salary shall be paid to each employee who is

regularly assigned to and working a minimum of 40 hours per pay period in the Truckee-Donner area of Nevada County. An employee who is regularly assigned to and working a minimum of 40 hours per pay period in the Truckee-Donner area of Nevada County who is on paid County time during the commute is not eligible for the Truckee Differential. For example, an employee who reports to Nevada City, picks up a County provided vehicle and commutes to Truckee on paid County time is not eligible for this differential.

The parties agree that subject to PERL and CalPERS' regulations and guidance, this is reportable to CalPERS as special compensation.

## **2.6 EDUCATIONAL INCENTIVES**

Employees shall receive one of the two educational incentives listed below for completion of the corresponding degree:

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

Effective the first full pay period after July 1, 2025, the educational amounts shall increase to the following:

AA/AS Degree	\$175 per month, i.e. \$80.77 per pay period
BA/BS Degree	\$275 per month, i.e. \$126.92 per pay period

Effective the first full pay period after July 1, 2026, the educational amounts shall increase to the following:

AA/AS Degree	\$200 per month, i.e. \$92.31 per pay period
BA/BS Degree	\$300 per month, i.e. \$138.46 per pay period

A copy of the degree shall be submitted concurrently with the personnel action form to initiate the educational incentive.

The parties agree that subject to PERL and CalPERS' regulations and guidance, this is reportable to CalPERS as special compensation.

## **2.7 CRITICAL INCIDENT NEGOTIATIONS TEAM DIFFERENTIAL**

Effective the first full pay period after July 1, 2025, the County shall pay a differential of five percent (5%) of base salary to each employee assigned in writing by the Sheriff or designee to the Critical Incident Negotiations Team (CINT). Members of the CINT are specially trained, fully sworn peace officers who possess and maintain required certifications related to critical incident and hostage negotiations.

The parties agree that subject to PERL and CalPERS' regulations and guidance, this is reportable to CalPERS as special compensation.

## **2.8 INVESTIGATOR DIFFERENTIAL**

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

The parties agree that subject to PERL and CalPERS' regulations and guidance, this is reportable to CalPERS as special compensation.

## **2.9 TACTICAL TEAM DIFFERENTIAL**

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

The parties agree that subject to PERL and CalPERS' regulations and guidance, this is reportable to CalPERS as special compensation.

## **2.10 DIVE TEAM DIFFERENTIAL**

The County shall pay a differential of 5% of base salary to each Sheriff's Sergeant who is assigned in writing by the Sheriff or designee to the Dive Team. The parties agree that subject to PERL and CalPERS' regulations and guidance, this is reportable to CalPERS as special compensation.

## **2.11 LONGEVITY PAY DIFFERENTIAL**

Employees with ten (10) or more years of regular Nevada County Service shall receive a two and one half percent (2.5%) pay differential. This differential shall be effective on the first day of the pay period following the anniversary date the employee commenced working for the County. No claims shall be made retroactively on behalf of employees of the Bargaining Unit. Notwithstanding anything to the contrary, upon promotion or transfer of an employee who is receiving the differential to another classification within the same bargaining unit, the differential shall remain in effect.

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

The parties agree that subject to PERL and CalPERS' regulations and guidance, this is reportable to CalPERS as special compensation.

## **2.12 ON-CALL PAY**

At the discretion of the Sheriff or designee, and in accordance with the Sheriff's On-call Policy, Sergeants assigned to the Investigations Unit may be assigned to on-call status during off-duty hours. Sergeants assigned to on-call status shall be paid \$1.25 per hour for each hour they are assigned to be on-call. For the purpose of this Section of the MOU, Friday

shall be considered to be a weekend day. Such assignments shall be made in writing by the Sheriff or designee.

### **2.13 OVERTIME**

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

### **2.14 COMPENSATORY TIME OFF (CTO)**

#### **a. CTO Accrual Cap**

Non-exempt employees may accumulate up to a maximum of 120 hours of CTO in lieu of cash compensation for overtime. An employee who has reached his or her CTO cap shall be paid overtime in cash compensation until his or her CTO balance falls below 120 hours.

#### **b. CTO Accrual Cash Out:**

Employees shall be paid the equivalent cash compensation for all accrued and unused CTO hours at the end of the last full pay period of the fiscal year.

### **2.15 29 U.S.C. 207(K) WORK PERIOD**

Notwithstanding the MOU's contractual overtime benefits, the County has established a fourteen-day 207(k) work period for all eligible sworn personnel, regardless of rank, for purposes of Fair Labor Standards Act (FLSA) overtime compliance. Under the 14-day 207(k) work period, the FLSA overtime threshold is eighty-six hours actually worked. The 14-day 207(k) work period regularly recurs with the County's biweekly pay period,

starting at midnight Sunday and ending fourteen days later.

## **2.16 NON-EXEMPT EMPLOYEE ALTERNATIVE WORK SCHEDULE**

Pursuant to Administrative Guideline P-13 Policy Regarding Flexible Work Schedules of the Nevada County Personnel Code, employees in the classifications of Sheriff Sergeant and District Attorney Investigator may be scheduled a work shift that is non-traditional to a normal 40-hour workweek. The alternative schedule shall not exceed 80 regular hours per pay period. Employees shall be given a thirty (30) days notice prior to implementation of their new schedule and shall be fully briefed prior to that implementation as to days to work, and start and end times. In addition, prior to the 30-day notice of the implementation of any alternative schedule, the Sheriff or designee shall meet with the affected employees and discuss any impacts and/or issues.

The County shall have in its sole discretion, the right to assign employees to new work schedules (days of work, start and end times) or move employees to previously worked schedules by giving the employees thirty (30) days notice.

Any alternative schedule is subject to the County Executive Officer's (CEO) approval per Administrative Guideline P-13 of the Nevada County Personnel Code.

## **ARTICLE 3 LEAVES**

### **3.1 VACATION LEAVE**

- a. Employees shall accrue vacation leave at the rate of 6.6667 hours for each full calendar month of service during the first four (4) years of employment; at the rate of ten (10) hours for each full calendar month of service from the beginning of the fifth (5<sup>th</sup>) year through the twelfth (12<sup>th</sup>) year of employment; and at the rate of 13.334 hours for each calendar month of service in excess of twelve (12) years.
- b. For purposes of setting the vacation leave accrual rate for lateral hires, "months of service" shall include an employee's years of service as a sworn peace officer at other county Sheriff's Offices, city Police Departments, or California Highway Patrol.
- c. Employees, regardless of probationary status, shall be able to accrue and use vacation leave. The time when vacation shall be taken will be determined by the Department Head, who shall give consideration to factors of workload and the desires of the employees prior to making such determinations.
- d. Employees may accumulate a maximum of 320 hours of combined vacation credit and floating holiday credit at any given time during the fiscal year.

### **3.2 SICK LEAVE**

Sick leave shall accrue at the rate of eight (8) hours per calendar month.

An employee may use sick leave in accordance with the Personnel Code and state and federal law.

### **3.3 HOLIDAY LEAVE FOR EXEMPT EMPLOYEES**

a. Employees shall be entitled to eight (8) hours of paid time off on the following designated holidays:

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

b. When a holiday specified herein falls on Saturday, the proceeding Friday shall be observed as a holiday. When a holiday falls on a Sunday, the following Monday shall be observed as a holiday. When a holiday falls on an employee's regular day off, which is other than the observed Saturday or Sunday, the following workday shall be observed as a holiday.

c. To be eligible for a paid holiday off, an employee must work on the regular work day before and the regular work day after a paid holiday or be on an approved paid leave of absence during these times in order to receive pay for the holiday. Approved paid leave of absence is defined as paid sick leave, paid vacation, paid floating holiday, or paid

authorized leave of absence. Any exception to the foregoing shall be for good cause, only, and shall require the approval of the CEO whose decision shall be final.

### **3.4 HOLIDAY LEAVE FOR NON-EXEMPT EMPLOYEES SCHEDULED WITHOUT HOLIDAYS OFF**

- a. Non-exempt employees who are scheduled to work without regard to holidays shall receive 5.08 hours of Holiday Time Off (HTO) per pay period, up to a maximum of 132 hours.
- b. Employees eligible for HTO shall schedule time off using HTO according to the same policy guidelines that apply to vacation time off scheduling.
- c. Employees eligible for HTO shall be paid the equivalent cash compensation for all accrued and unused HTO hours in the last full pay period of each calendar year.
- d. Employees eligible for HTO shall not receive any extra compensation for work on a designated holiday.

### **3.5 ADMINISTRATIVE LEAVE**

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

### **3.6 BEREAVEMENT LEAVE**

- a. Upon the death of a family member, employees have been employed by the County for at least thirty (30) days prior to the commencement of the leave are permitted to use up to ten (10) days of any accrued paid leave that is otherwise available to the employee.
- b. For the purpose of this section, "family member" is defined as a spouse or child, parent, sibling, grandparent, grandchild, domestic partner, parent-in-law, sibling-in-law, grandparent-in-law, or another relative residing in the employee's immediate household.
- c. Days of bereavement leave need not be consecutive, but shall be completed within three months of the date of death of the family member.

- d. If requested by the County, the employee, within thirty (30) days of the first day of the leave, shall provide documentation of the death of the family member. As used in this subdivision, “documentation” includes, but is not limited to, a death certificate, a published obituary, or written verification of death, burial, or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or governmental agency. The County shall maintain such documentation as confidential; such documentation shall not be disclosed except to internal personnel or counsel, as necessary, or as required by law.
- e. This section is not subject to the SMA MOU’s grievance procedure.

### **3.7 OTHER LEAVES**

Other leaves available to employees are set forth in the County Personnel Code.

## **ARTICLE 4 HEALTH AND WELFARE BENEFITS**

### **4.1 MISCELLANEOUS PROVISIONS**

- a. This section delineates briefly the various insurance programs available to Nevada County employees, as provided by the County of Nevada or by contract or agreement between the County of Nevada and certain insurance carriers. Nothing contained herein shall be deemed to amend or affect any portion or provision of any contract or agreement, but, instead, this Section shall be construed only as a general description of certain insurance benefits available.
- b. The County may select programs at its discretion provided all benefits are equal to or better than those provided on the effective date of the agreement.
- c. This section shall not affect any rights given the Association by other sections of the agreement to meet and confer prior to implementing any insurance benefit changes.
- d. This section shall not be construed to impose upon the County any requirement to meet and confer prior to implementing any health benefits changes where such requirement does not otherwise exist.

### **4.2 ELIGIBILITY**

Any employee working fifty percent (50%) or more of a full-time schedule shall be eligible to enroll themselves and their eligible dependents (when applicable) in the County’s health and welfare benefits plan.

### **4.3 MEDICAL INSURANCE BENEFITS**

The County contracts with the California Public Employees Retirement System (CalPERS) to provide employees and their eligible dependents with medical insurance benefits. The County's maximum monthly contribution for each eligible active employee shall be equal to the minimum employer contribution required under the Public Employees Medical and Hospital Care Act (PEMHCA).

#### **4.4 CAFETERIA ALLOWANCE**

- a. The County maintains 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, including medical insurance, dental insurance, vision insurance and life insurance benefits.
- b. The amount of this Cafeteria Plan Allowance is as follows:
  1. Medical Insurance: The County's contribution for "employee only" coverage shall be the 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 PEMHCA minimum. The County contribution for "employee plus one" and "employee plus two or more" coverage is the premium cost for the plan chosen by the employee or 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 PEMHCA minimum.
  2. Dental and Vision: The County will pay one hundred percent (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. Employees who opt out of participating in medical insurance benefits sponsored by the County and who provide proof of coverage in a group plan that offers minimal essential coverage will not receive any Cafeteria Plan Allowance under this MOU. Instead, employees who opt out of this County-sponsored benefit will receive three hundred dollars (\$300) cash per month. Employees who opt out of medical insurance can still enroll in dental and vision insurance.
- d. The Cafeteria Plan Allowance can only be used by an employee to offset the cost of participation in County sponsored medical, dental and vision insurance benefits for the employee and any eligible dependents.
- e. Premium amounts for medical, dental and vision elections above the amounts provided by the County shall be paid by the employee through payroll deductions.

#### **4.5 RURAL HEALTH SUBSIDY REIMBURSEMENT**

- a. Employees who live in the Truckee area who elect medical insurance coverage are covered by Section 4.4 (b) through (e) above. However, in addition, Truckee employees who are not eligible to participate in an HMO are eligible to be reimbursed annually by a Rural Health Subsidy of 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.
- b. Employees shall be reimbursed for receipted out of pocket medical expenses during the calendar year in which they were incurred and not reimbursed under any other plan.
- c. Reimbursements for expenses incurred under the Rural Health Subsidy are available through the following methods:
  1. Employees will be issued a debit card to use at providers for out of pocket expenses under the plan. The debt card is programed for eligible expenses only.
  2. Employee 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.
  3. Employees have the option of direct deposit for their reimbursement.
  4. Employees will be able to view all transactions and their status via an on-line portal.
- d. Should an HMO option become available for Truckee employees, the Truckee employees shall be reimbursed the same as all other County employees as described in Section 4.3.through 4.4 above and the Rural Health Subsidy shall be discontinued.
- e. Should the HMO option become unavailable for all County employees, the Truckee employees will be reimbursed the same as all other County employees as described above and the rural Health Subsidy shall be discontinued.
- f. Should the HMO option become unavailable for all County employees, the County agrees to meet and confer over the effects of such a change.

#### **4.6 EMPLOYEE ASSISTANCE PROGRAM**

Employees shall receive the benefits of an Employee Assistance Program paid for by the County.

#### **4.7 LIFE INSURANCE**

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

**ARTICLE 5  
RETIREMENT PROGRAM**

**5.1 RETIREMENT PROGRAM COVERAGE**

The type of coverage and amount of employee contribution shall be established in accordance with this MOU and the contract between the County and CalPERS.

- a. Tier I / Legacy Tier (Employees hired prior to July 24, 2011): Effective October 1, 2003, the County adopted the 3% @ 50 retirement plan for all employees in the unit. The County contributes on behalf of all covered employees their contribution at the established rate of 9.0% of monthly base salary received in excess of \$133.33. The employee contribution is 9.0% of reportable compensation in accordance with California Government Code Section 20516.
- b. Tier II / Classic Tier (Employees hired between July 24, 2011 and December 31, 2012): For employees enrolled in the 3% @ 55 formula, the employee contribution is 9% of reportable compensation in accordance with California Government Code Section 20516.
- c. Tier III / PEPRA Tier (Employees hired on or after January 1, 2013): For employees enrolled in the 2.7% @ 57 formula, the employee contribution is 50% of the total normal cost rate as determined by CalPERS. Tier III employees shall be subject to the provisions of the Public Employee Pension Reform Act (PEPRA).

**5.2 UNUSED SICK LEAVE**

- a) Upon retirement or termination with satisfactory performance after ten (10) years of service, employees may elect to be paid thirty-five percent (35%) of the value of all unused, accrued sick leave. In all cases, the value of unused sick leave shall be determined by multiplying the total hours accrued and unused at the time of termination by the hourly wage rate of the range and step to which the employee is assigned.
- b) Upon specific written request of any employee retiring directly from County service, the amount due that employee, as a result of any sick leave buyout provision in effect at the time of the employee's retirement, shall be applied instead toward the retired employee's monthly medical insurance premium costs for the employee and any eligible dependents until such amount is exhausted. This option may be exercised only by an employee and eligible dependents otherwise eligible to enroll and who are enrolled in a County group medical insurance plan made available to retired County employees and eligible dependents at the time of the employee's retirement. No interest shall be paid by the County to any employee on funds temporarily retained by the county under this provision. In order to exercise this option, the employee shall notify the Auditor-Controller's Office at a minimum of 14 calendar days preceding the effective date of retirement and this option, once selected, shall be irrevocable.

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

### **5.3 RETIREE MEDICAL BENEFIT**

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

### **5.4 RETIREMENT BENEFIT ALLOWANCE**

#### **a. Employees Hired Prior to July 1, 2000**

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

1. Individuals who served between 0 and 5 years of consecutive service with the County are not eligible to receive any retirement benefit allowance under this Section.
2. Individuals who served between 6 and 10 years of consecutive service with the County shall receive a retirement benefit allowance equal to \$105.44 per month.
3. Individuals who served between 11 and 19 years of consecutive service with the County shall receive a retirement benefit allowance equal to \$150.00 per month.
4. Individuals who served at least 20 years of cumulative service with the County will receive a monthly retirement benefit allowance in an amount equal to the cost of the premium for the least expensive medical insurance plan sponsored by the County, less the amount of any employer contribution determined under Section 5.3 of this Article.
5. Upon becoming eligible for Medicare an individual will cease to receive any retirement benefit allowance provided under this Section 5.4 and will become

eligible for the Medicare Supplemental Insurance as described in Section 5.4(d)(1) below.

**b. Employees Hired On or After July 1, 2000**

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

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

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

**c. Employees Hired On or After July 1, 2008**

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

**d. Medicare Supplemental Insurance**

1. Employees Hired Before July 1, 2000: The County shall provide those retired employees who were hired prior to July 1, 2000 and who become eligible for Medicare with a retirement benefit allowance in an amount equal to 80% of the cost of the least expensive Medicare supplemental insurance available to the County, less the amount of any employer contribution provided under Section 5.3 of this Article. This benefit replaces any retiree benefit allowance provided under Section 5.4(a) and is available to the eligible retired employee only after he or she has reached the age of 65.
2. Employees Hired on or After July 1, 2000: The County shall provide those retired employees who were hired on or after July 1, 2000 and who become eligible for Medicare with a retirement benefit allowance in an amount equal to 80% of the least expensive Medicare supplemental insurance available to the County, less the amount of any employer contribution provided for under Section 5.3 of this Article. In order

to be eligible for this retirement benefit allowance, the individual must have served at least 20 years of cumulative service with the County. Individuals who served less than 20 years of cumulative service with the County before retirement are not eligible for benefits under this section. This benefit replaces any retiree benefit allowance that had been provided under Section 5.4(b) and is available to the retired employee only after he or she has reached the age of 65.

3. Employees Hired on or After July 1, 2008: Employees hired on or after July 1, 2008 are not eligible to receive any benefits provided for in either Section 5.4(d)(1) or 5.4(d)(2) above.
- e. Eligibility for receipt of any retirement benefit allowances described in Section 5.4(a), 5.4(b), or 5.4(d) above is contingent upon retirement occurring within one-hundred twenty (120) days of departure from active service with the County, with continuing payment of health insurance premiums by the County. An individual's retirement must be under a CalPERS system to be eligible for any retirement benefit allowance.
- f. Any retirement benefit allowances provided under Section 5.4(a), 5.4(b), or 5.4(d), above are provided in the form of a cash payment paid directly to the eligible retiree.
- g. Retired Nevada County employees who return to work shall not lose retiree benefits upon return to retirement.

## **5.5 CALPERS OPTIONAL DEATH BENEFIT**

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

## **5.6 EMPLOYER PAID MEMBER CONTRIBUTIONS (EPMC)**

The County provides EPMC benefits of 9% in accordance with Title 2, CCR 569 and 571 providing for the reporting of the value of Employer Paid Member Contributions (EPMC) as special compensation to PERS for eligible employees.

## **5.7 PUBLIC EMPLOYEES' RETIRMENT SYSTEM REQUIREMENTS**

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

# **ARTICLE 6**

## **GRIEVANCE, DISCIPLINE AND APPEALS**

### **6.1 GRIEVANCES**

This MOU hereby incorporates the grievance procedures set forth in the Nevada County Personnel Code at Section 19 except that the written grievance at Step II must be filed with the Department Head (Sheriff or designee) no later than ninety (90) calendar days from either the date of the event giving rise to the grievance, or the time at which the grievant might reasonably have been expected to learn of the event giving rise to the grievance. .

### **6.2 LETTERS OF REPRIMAND**

This section does not apply to employees in their initial probationary period.

- a. Any employee may be reprimanded by the appropriate appointing authority by an order in writing, a copy of which may be entered into the employee's personnel file.
- b. Employees may have an administrative review of a letter of reprimand by following the process outlined in either subsection 6.2b(1) for Sheriff's Office employees or subsection 6.2b(2) for District Attorney's Office employees.
  1. An employee may have an administrative review of the letter of reprimand by submitting a request in writing to the Undersheriff within ten (10) calendar days from the date of personal service of the letter of reprimand. The Undersheriff or designee shall schedule a meeting within ten (10) calendar days of receipt of the written request to hear the employee's response. A final written decision shall be rendered by the Undersheriff or designee within ten (10) calendar days of the meeting. If the letter of reprimand has been issued by the Undersheriff, the Sheriff shall hold the administrative review meeting and render a final written decision within ten (10) calendar days of the meeting. This section shall not be subject to any Disciplinary Appeal Procedure nor any Grievance Procedure
  2. An employee may have an administrative review of the letter of reprimand by submitting a request in writing to the Assistant District Attorney within ten (10) calendar days from the date of personal service of the letter of reprimand. The Assistant District Attorney or designee shall schedule a meeting within ten (10) calendar days of receipt of the written request to hear the employee's response. A final written decision shall be rendered by the Assistant District Attorney or designee within ten (10) calendar days of the meeting. If the letter of reprimand has been issued by the Assistant District Attorney, the District Attorney shall hold the administrative review meeting and render a final written within ten (10) calendar days of the meeting. This section shall not be subject to any Disciplinary Appeal Procedure nor any Grievance Procedure
- c. The letter of reprimand issued to an employee pursuant to this section shall, upon request

of the affected employee, be removed from the employee's personnel file after a minimum of two years have lapsed, provided that during that intervening two-year period, the said employee has not been the subject of a sustained disciplinary action, received a less-than-satisfactory performance report or received an additional letter of reprimand.

### **6.3 PRE-DISCIPLINARY PROCEDURE**

This section does not apply to employees in their initial probationary period.

This MOU hereby incorporates the pre-disciplinary procedures set forth in County Personnel Code at Section 18.3. A copy of Section 18.3 is attached as Appendix C to this MOU.

### **6.4 POST-DISCIPLINARY RIGHT OF APPEAL**

This section does not apply to employees in their initial probationary period.

#### **a. Ten Days to File Appeal and Meeting with Human Resources**

Any employee who is disciplined (excluding Letters of Reprimand) may appeal such action by filing a written notice of appeal with the County Human Resources Director within ten (10) calendar days after receipt of the notice of disciplinary action.

The Human Resources Director shall review the employee's appeal and shall then hold a meeting to discuss the disciplinary action and appeal with the employee and/or his or her representative and with the Sheriff or designee. In the event an agreement regarding disposition of the matter cannot be reached within (7) calendar days after the meeting, the employee may submit a written request for any appeal hearing to the CEO.

#### **b. Suspensions of Two Days or Lesser Discipline (Advisory Arbitration)**

Upon receipt of a timely request for an appeal (i.e. 10 calendar days after receipt of the notice of disciplinary action) involving two-day suspensions or lesser discipline, the County Executive Officer or designee shall request a list of five arbitrators from the State Mediation Conciliation Service (SMCS) to conduct an informal appeal hearing that complies with the Public Safety Officers Procedure Bill of Rights Act (POBR). The arbitrator shall be selected by each party alternately striking names from the SMCS list. The first party to strike shall be determined by coin toss or equivalent.

As soon as possible thereafter, the arbitrator shall hear the matter and render to the CEO a written advisory decision.

Within fifteen (15) calendar days after receipt of the arbitrator's written advisory decision, the CEO shall consider all information and testimony as deemed relevant to the appeal and render a written decision. The decision of the CEO shall be final.

The arbitrator shall be bound by the language of the MOU, County rules and regulations, and law consistent therewith in considering any issue before them. The Hearing Officer shall have no authority to add to, delete or alter any provision of the MOU and County rules and regulations.

**c. Suspensions of Three Days or Greater Discipline (Binding Arbitration)**

Upon receipt of a timely request for an appeal (i.e. 10 calendar days after receipt of the notice of disciplinary action) involving three-day suspensions or greater discipline, the CEO or designee shall request a list of five arbitrators from SMCS to conduct an appeal hearing that complies with the POBR. The arbitrator shall be selected by each party alternately striking names from the SMCS list. The first party to strike shall be determined by coin toss.

The arbitrator shall be bound by the language of the MOU, 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 MOU and County rules and regulations. The arbitrator shall hear the appeal under the guidelines set forth below.

The decision of the Arbitrator, supported by written findings, shall be final and binding upon all parties.

The arbitrator shall conduct the hearing in accordance with the POBR and the below provisions:

1. The hearing shall be public except that if the employee requests that the matter be heard privately, it shall be so heard.
2. 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.
3. 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.
4. Subpoenas for attendance or the production of documents at the hearing shall be issued in accordance with the Government Code.
5. The hearing shall be conducted in accordance with evidence rules as outlined in Section 11513 of the Government Code.
6. All costs and fees of the arbitration, including the arbitrator's fees, shall be shared equally by the parties. Costs individual to the parties, such as attorney fees, shall be borne equally by the party who incurs said costs.

**ARTICLE 7  
MISCELLANEOUS**

**7.1 SAFETY**

- a. The County agrees to maintain a safe and healthful place of work in accordance with all applicable state laws. Unsafe working conditions or hazardous jobs which jeopardize the health and safety of the employee shall be directed to the attention of the County Safety Officer by any persons having knowledge of same. The County shall investigate the complaint and take necessary corrective measures at the earliest practicable time. The employees and the Association shall cooperate fully in carrying out safe practices and in using safety devices provided by the County.
- b. The County shall provide all necessary safety equipment for the employees to perform the normal tasks of their respective classifications. These devices and equipment shall be safety appliances to safeguard the employees against danger to health, life and limb.
- c. The County will provide training programs on safety matters and issues as it deems necessary. The type and frequency of such training shall be in accordance with the nature of work performed and services provided by the affected employees, and may include training in first aid, CPR and hazardous substances handling and disposal, as necessary.
- d. All employees who could reasonably be expected to come into contact with human blood or other potentially infectious materials in the course of their work will be protected by voluntary vaccinations to prevent Hepatitis B (at County expense) as well as access to protective equipment.
- e. Effective with the ratification of this agreement, employees directed to leave work as a result of an order by the CEO because of unsafe or inadequate working conditions shall be paid their regular rate of pay for all time missed.

**7.2 CONTRACTING OUT**

Contracting Out as defined by the Nevada County Personnel Code will be acknowledged by the Association in accordance with Section 3.8 of said Code.

**7.3 PROHIBITION OF NEPOTISM**

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

#### **7.4 DRUG FREE WORKPLACE**

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

#### **7.5 COMPUTER/COMMUNICATIONS (E-MAIL) POLICY**

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

#### **7.6 SEPARATION DURING PROBATIONARY PERIOD**

Separation During Probationary Period as defined by the Nevada County Personnel Code will be acknowledged by the Association in accordance with Section 12.6 of said Code.

#### **7.7 RE-EMPLOYMENT – CONDITIONS WHEN PROBATIONARY PERIOD NOT REQUIRED**

Re-employment-Conditions-When Probationary Period Not Required as defined by the Nevada County Personnel Code will be acknowledged by the Association in accordance with Section 12.7 of said Code.

#### **7.8 UNIFORMS**

- a) The County shall reimburse all full-time employees who are required to wear uniforms for existing uniforms up to three sets of uniforms.
- b) The County shall provide and maintain uniforms for all full-time personnel of the Nevada County Sheriff's Department as needed and prescribed by the Sheriff in lieu of a monthly cleaning and upkeep allowance.
- c) The County provides a uniform allowance of \$20.52 per pay period for Classic employees. The County shall maintain uniforms for all full-time personnel of the Nevada County Sheriff's Office in lieu of monthly cleaning and upkeep allowance.

#### **7.9 DUTY USE FOOTWEAR**

- a. Upon appointment and each fiscal year thereafter, the County shall reimburse each employee up to \$250 toward the purchase or repair of approved duty use footwear for each employee assigned to positions requiring such footwear. The determination of whether footwear qualifies as duty use footwear subject to reimbursement under this

section shall be within the sole discretion of the Department Head or designee. If, due to extenuating circumstances, an employee has exhausted the \$250 and needs additional approved footwear, he or she shall seek prior approval for additional footwear reimbursement on an as needed basis from Department Head or designee. The Department Head or designee has the discretion to approve or deny such request. All duty use footwear reimbursements are subject to the employee providing proof of purchase as required by the Department Head and the Auditor-Controller.

- b. Employees who are issued footwear or are reimbursed for footwear with other funds (such as Sergeants assigned to the Major Crimes Unit or Special Investigations Unit) are excluded from participation in sub-section (a). An employee issued footwear that can only be used for a specific specialized assignment is not excluded from participation in sub-section (a).
- c. The employee's Department shall provide each employee in the SMA bargaining unit with one pair of approved black duty boots to be purchased from one of the County's contract vendors or from another approved vendor. Replacement boots will be provided on an as needed basis upon approval of the Department Head or designee.

#### **7.10 CLOTHING ALLOWANCES**

- a) Captains, Lieutenants assigned to Investigations, and Sergeants assigned to Investigations will receive a taxable Clothing Allowance of \$500 upon initial appointment to an eligible position or assignment. Thereafter, an employee continuing in an eligible position or assignment will receive a taxable \$350 Clothing Allowance each fiscal year of occupying the eligible position or holding the eligible assignment.
- b) DA Investigators and personnel assigned to the Major Crimes Unit will receive a taxable Clothing Allowance of \$750 upon initial appointment to an eligible position or assignment. Thereafter, an employee continuing in an eligible position or assignment will receive a taxable \$500 Clothing Allowance each fiscal year of occupying the eligible position or holding the eligible assignment.
- c) The initial Clothing Allowance will be paid on a regular paycheck following eligibility. The subsequent Clothing Allowance will be paid on the regular paycheck in which the date of August First (1<sup>st</sup>) is a day within the fourteen (14) day pay period.
- d) In an employee ceases to be eligible, the Clothing Allowance will also cease. If a formerly eligible employee again becomes eligible within three (3) years of not being eligible, the initial Clothing Allowance amount will not be paid. The lower Clothing Allowance will commence in the manner described above.

#### **7.11 GOVERNMENT CODE SECTION 3555-3559/AB119**

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

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

**Conditions:**

- a) This agreement shall apply to all employees appointed to a classification within the bargaining unit for which SMA is recognized as the exclusively recognized employee organization.
- b) SMA and the County acknowledge that the monthly New Hire Orientation occurs the third Friday of the month unless otherwise notified. SMA and the County jointly recognize that the County receives notification of a new hire with much less time than ten days between acceptance of an employment offer, completion of pre-employment testing, and new hire orientation. While the County will provide advance notice required by the section, it is not required to do so if the notice period would delay orientation for a new employee. By the Monday immediately prior to the new hire orientation, the County is in receipt of the names of employees attending the new hire orientation. This information will be provided to SMA at that time, along with a confirmation of the date, time and location of the new hire orientation, and only if a SMA covered new employee has been hired.
- c) While SMA may elect to participate in new employee orientation, it has declined to participate. The SMA provides new member information outside of the new hire orientation.
- d) The County will provide SMA with new hire reports at the beginning of the month following the month in which the new hire was first employed, and only if a new hire becomes employed.
- e) The County shall provide SMA a list containing name, job title, department, work location, work telephone number, home address, home or personal cellular telephone number, and personal email address on file with the County (new hires only) about all bargaining unit employees every 90 days (quarterly).
- f) The County shall not be required to furnish any of the above information for any employee who completes a County-provided form or makes a written request identifying

specific items of information that the employee is electing not to share, that are not otherwise required to be provided by law.

- g) The County and SMA jointly agree that provision of any information pursuant to this section shall not cause the information to become a public record.
- h) Any information provided under this section shall be safeguarded by SMA and shall be used exclusively by SMA. No personal information regarding employees shall be shared by SMA with any third-party vendors or affiliated organizations, other than those directly involved in representation of bargaining unit employees in labor and employment relations matters with the County.

## **ARTICLE 8 GENERAL PROVISIONS**

### **9.1 ALTERATION**

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

### **9.2 SEVERABILITY**

If any provision of the MOU 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 MOU shall not be affected thereby. If any portion of the MOU is so held invalid or if compliance with any provision is restrained, the County is authorized to take immediate action to achieve compliance with law, provided that the County shall give notice to the Association prior to such action and the County shall provide the Association with an opportunity to meet and confer within thirty (30) days after any determination of invalidity or service of a restraining order, in an attempt to arrive at a mutually satisfactory replacement for such article or section.

### **9.3 IMPLEMENTATION**

- a) The Board of Supervisors shall amend its written policies as they pertain to employees covered by this MOU and take such action by resolution or otherwise as may be necessary in order to give full force and effect to the provisions of this MOU. The provisions of this MOU, 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 MOU. All other provisions of the Personnel Code and the previous agreements which are not inconsistent herewith and which have not been specifically repealed hereby and which are proper subjects of the meet and confer process shall remain in force and effect as though fully set forth herein. The County reserves the right to update Personnel Code sections which govern subjects that

are non-mandatory subjects of bargaining subject to meeting appropriate notice and meet and confer requirements prior to implementing any changes. Furthermore, in the event that an audit and/or review by any outside state or federal agency requires any section of the Personnel Code be changed in order to qualify for new programs and funding or to be qualified to maintain current levels of funding or service, the County has the right to implement such changes subject to meeting appropriate notice and meet and confer requirements prior to implementing any changes.

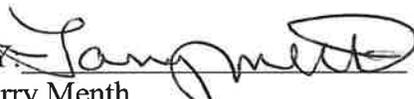
- b) It shall be understood that the items agreed to herein shall not be binding upon the County until this MOU is signed by the proper representatives of both parties and ratified by the Board of Supervisors, pursuant to law. It is further understood that adoption of this MOU signifies that all issues 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 MOU.

**9.4 TERM**

The agreement shall remain in full force and effect for the period of July 1, 2025, to and including June 30, 2028 and except as otherwise specified herein, shall become effective on the date of approval by the Board of Supervisors.

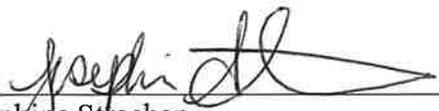
DATED:

SHERIFF MANAGEMENT ASSOCIATION

BY:   
Larry Menth  
Chief Negotiator

BY:   
Russell Greene  
Sheriff's Management Association

BY:   
Timothy Highsmith  
Sheriff's Management Association

BY:   
Josephine Strachan  
Sheriff's Management Association

BY:   
Gregory Tassone  
Sheriff's Management Association

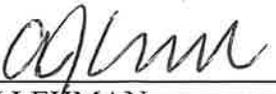
COUNTY OF NEVADA, CALIFORNIA

BY:   
Lisa Charbonneau  
Chief Negotiator

BY:   
Patrick Hidman  
Assistant County Executive Officer

BY:   
Steven Rose  
Director of Human Resources

BY:   
Sam Brown  
Undersheriff

BY:   
ALISON LEHMAN  
County Executive Officer

**APPENDIX A**

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

<b>CLASSIFICATION</b>	<b>DEPARTMENT</b>
Chief District Attorney Investigator	District Attorney
District Attorney Investigator	District Attorney
Sheriff's Captain	Sheriff
Sheriff's Lieutenant	Sheriff
Sheriff's Sergeant	Sheriff

**APPENDIX B**

**SMA Market/Equity Increases 2025-2028**

<b>Job Title</b>	<b>Market/Equity Based Adjustment Year One (July 2025)</b>	<b>Market/Equity Based Adjustment Year Two (July 2026)</b>	<b>Market/Equity Based Adjustment Year Three (July 2027)</b>
Chief District Attorney Investigator	3%	3%	3%
District Attorney Investigator	3%	3%	3%
Captain	3%	3%	3%
Lieutenant	3%	3%	3%
Sergeant	2%	2%	3%

## APPENDIX C

### County Personnel Code Section 18.3

#### **18.3 DISCIPLINARY PROCEDURE**

Except as distinguished by an applicable MOU or employment contract, the following disciplinary procedures apply to all regular, for-cause employees. All employees other than regular, for-cause employees (e.g. temporary, seasonal, at-will, and probationary, employees) may be disciplined or separated at will, with or without cause, and without the disciplinary procedures listed below. The following discipline procedures apply only to suspension without pay, reduction in pay, demotion, or dismissal.

##### **A. “*Skelly*” Notice of Proposed Disciplinary Action**

A written notice of the intended disciplinary action shall be given to the employee, which will include the following information:

- (i) The level of the intended discipline;
- (ii) The specific charges that support the intended discipline;
- (iii) A summary of the facts that show that the elements of each charge at issue in the intended discipline;
- (iv) A copy of all materials upon which the intended discipline is based;
- (v) Notice of the employee’s right to respond to the appointing authority regarding the intended discipline within five days from the date of the notice, either by requesting a *Skelly* conference, or by providing a written response, or both;
- (vi) Notice of the employee’s right to have a representative of their choice at the *Skelly* conference; and
- (vii) Notice that failure to respond by the time specified constitutes a waiver of the right to respond prior to final discipline being imposed.

##### **B. Employee Response to Notice of Proposed Disciplinary Action**

The employee shall, within five (5) working days from the date of Notice of Proposed Disciplinary Action, have a right to respond orally and/or in writing to the proposed action. The employee’s failure to respond orally and/or in writing within the five (5) working day period shall constitute a waiver of their right to respond.

If the employee requests a *Skelly* conference, the appointing authority or designee will conduct an informal meeting with the employee. During the informal meeting, the employee shall have the opportunity to respond to the charges against them including rebutting the charges and presenting any mitigating circumstances. The appointing authority will consider the employee’s presentation in determining the

final recommendation on discipline. The employee's failure to attend the conference, or to deliver a written response by the date specified in the *Skelly* notice, is a waiver of the right to respond, and the intended disciplinary action will be imposed on the date specified in the *Skelly* letter.

**C. Final Notice of Discipline**

After the *Skelly* conference and/or timely receipt of the employee's written response, the appointing authority shall decide whether the proposed disciplinary action should be taken, whether to modify the proposed disciplinary action, or whether to take no disciplinary action. In any case, the appointing authority will provide the employee with a notice that contains the following:

- (i) The level of discipline, if any, to be imposed and the effective date of the discipline and the reasons for such action;
- (ii) The code and ordinance sections which the employee is found to have violated;
- (iii) A copy of materials upon which the discipline is based; and
- (iv) Notice of the employee's appeal right and deadline to appeal.

On the effective date of the disciplinary action, the Final Notice of Discipline shall be filed with the Human Resources Director, and a copy thereof together with a copy of the code sections outlining the administrative review procedure, shall be served on the employee who is the subject of disciplinary action. If personal service upon the employee of the written notice or of the Order is impossible, a copy shall be sent by regular mail and certified mail return receipt requested to the employee at the last known address. If the notice is not deliverable because the employee has moved without notifying the County or the employee refuses to accept delivery, the effective date of discipline will be the date the post office or delivery service attempted delivery.

**D. Administrative Leave Pending Disciplinary Action**

When the disciplinary action involves employee behavior, which threatens the County's operations or the safety of its employees and/or members of the public, or when otherwise determined by the Department Head, Human Resources Director and/or CEO to be in the best interests of the County, an employee may be placed on an immediate administrative leave with pay pending the outcome of any pre-disciplinary proceedings.

**E. FLSA Compliance Regarding Application of Suspension to Exempt Employees**

For compliance with the Fair Labor Standards Act as it pertains to salaried, exempt employees and except for employees assigned to the Deputy District Attorneys' and Deputy Public Defenders' Unit, attorneys assigned to County Counsel's Office, and the County Executive Officer, an exempt employee who is to be suspended pursuant

to this Section shall be suspended for periods consisting of one or more full workweeks, except that suspension for less than a full workweek may be imposed for infractions of safety rules of major significance.