RESOLUTION NO. 15-8034

**RESOLUTION RATIFYING THE MEMORANDUM OF UNDERSTANDING WITH THE SHERIFF'S ASSOCIATION FOR THE SHERIFF'S DEPARTMENT UNIT AND SHERIFF'S MID MANAGEMENT UNIT.**

**WHEREAS**, the negotiation team for the Board of Supervisors and the negotiation team for the Sheriff's Association have met and conferred in good faith and reached an agreement for a Memorandum of Understanding for the Sheriff's Department Unit and the Sheriff's Mid Management Unit; and

**WHEREAS**, these Memorandum of Understandings cover wages, hours and other terms and conditions of employment for the Period of July 1, 2014 through June 30, 2015; and

**WHEREAS**, the Board of Supervisors has reviewed and concurs with the terms and conditions of the Sheriff's Department Unit and Sheriff's Mid Management Unit Memorandum of Understandings.

**NOW, THEREFORE, BE IT RESOLVED** by the Plumas County Board of Supervisors as follows:

1. The Board of Supervisors hereby ratifies and accepts the Memorandum of Understanding for the Sheriff's Department Unit and the Sheriff's Mid Management Unit represented by the Sheriff's Association, as set forth in the copy of the Memorandum of Understanding attached to this Resolution as Exhibit A & B.

2. The County Auditor-Controller and the Human Resources Director are hereby directed to implement provisions of the Memorandum of Understanding and the Board Chair is authorized to execute individual Memorandum of Understandings and any other documents related hereto in order to carry out this ratification.

The forgoing Resolution was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said board held on the 10th day of February, 2015 by the following vote:

AYES: Supervisors THRALL, ENGEL, SIMPSON, SWOFFORD, GOSS
NOES: Supervisors NONE
ABSENT: Supervisors NONE

ATTEST:

Clerk of the Board

Chair, Board of Supervisor

# MEMORANDUM OF UNDERSTANDING

Between the

COUNTY OF PLUMAS

and the

PLUMAS COUNTY SHERIFF'S ASSOCIATION

SHERIFF'S DEPARTMENT UNIT

(SMU)

JULY 1, 2014 – JUNE 30, 2015

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## PREAMBLE

In accordance with the provisions of Government Code section 3505 et seq., representatives of the County of Plumas (the "County") met and conferred in good faith with representatives of Plumas County Sheriffs Association (the "Association") and the following agreement was made on wages, hours, and other terms and conditions of employment.

## GENERAL PROVISIONS

ARTICLE 1.01 PARTIES TO THE MEMORANDUM: This memorandum has been entered into between the County of Plumas, hereinafter referred to as the County, and by the Plumas County Sheriffs Association, hereinafter referred to as the Association, on behalf of the employees who are represented by the Association occupying job classifications within the Sheriff's Department Unit.

ARTICLE 1.02 SCOPE OF REPRESENTATION: The County will abide by the Meyers-Milias-Brown Act where and when it applies to the members of the Association. The scope of representation of the Association shall include all matters relating to employment conditions and employer-employee relations including, (but not limited to) wages, hours, and other terms and conditions of employment.

ARTICLE 1.03 VALIDITY OF MEMORANDUM: Should any portion of this Memorandum or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, such invalidation of such portion of this Memorandum shall not invalidate the remaining portions hereof and they shall remain in full force and effect.

ARTICLE 1.04 RATIFICATION: It is agreed that this Memorandum of Understanding is of no force or effect until ratified and approved by the Board of Supervisors of the County of Plumas.

ARTICLE 1.05 RECOGNITION: Plumas County Sheriff Association is hereby recognized as the employee organization for those employees who are represented by said Association occupying job classifications within the Sheriffs Mid Management Unit as listed in Appendix A.

ARTICLE 1.06 PAYROLL DEDUCTIONS: It is mutually agreed that the County will, during the term of this Memorandum, deduct moneys and remit to the Association as authorized by Employee Payroll Deduction, provided that there are no more than two different deductions.

ARTICLE 1.07 EMERGENCY DEFINED: "Emergency" shall be defined as unforeseen circumstances requiring immediate actions; a sudden, unexpected happening, an unforeseen occurrence or condition.

ARTICLE 1.08 PLUMAS COUNTY PERSONNEL RULES: Any reference to Personnel Rules in this Memorandum of Understanding specifically refers to the Plumas County Personnel Rules.

**RESPECTIVE RIGHTS**

ARTICLE 2.01 MANAGEMENT RIGHTS: The County retains, solely and exclusively, all the rights, powers and authority exercised or held prior to the execution of this Agreement, except as expressly limited by a specific provision of this Agreement. Without limiting the generality of the foregoing, the rights, powers, and authority retained solely and exclusively by the County and not abridged herein, include, but are not limited to, the following: To manage and direct its business and personnel; to manage, control, and determine the mission of its departments, building facilities, and operations; to create, change, combine or abolish jobs, departments and facilities in whole or in part; to direct the work force; to increase or decrease the work force and determine the number of employees needed; to hire, transfer, evaluate promote, layoff, and maintain the discipline and efficiency of its employees; to establish work standards, schedules of operation and reasonable work load; to specify or assign work requirements and require overtime; to schedule work, working hours and shifts; to furlough employees for limited duration; to adopt rules of conduct; to determine the type and scope of work to be performed by County employees and the services to be provided; to classify positions and determine the content and title of such classifications, to establish initial salaries of new classifications; to determine the methods, processes, means, and places of providing services and to take whatever action necessary to prepare for and operate in an emergency. This Article is not subject to the Grievance Procedure of this Agreement.

ARTICLE 2.02 ASSOCIATION REPRESENTATIVE'S VISITATION RIGHTS:

(1) The County shall grant official representatives of the Association reasonable time to discuss any grievance or problem arising under the terms of this Memorandum with any represented employee. Employees seeking this reasonable time must receive verbal and/or written permission from an appropriate

manager prior to taking this paid release time.

The Association may designate up to (3) three on duty employees as "official representatives" to be released from duty without loss of pay to meet and confer with County representatives during negotiations. No such employee representative shall be eligible for overtime, call back, on call or travel pay for meeting and conferring with County representatives.

"Official representatives" shall be defined as those persons elected to the Association's Board of Directors and whose names have been recorded with the County Human Resource Director."

(2) "Reasonable time" shall be defined as such length of time as may fairly, properly, and reasonably be allowed or required, having regard to the nature of the grievance, and to the attending circumstances.

(3) Association committee work shall not be conducted on County time.

ARTICLE 2.03 REPRESENTATIVE'S ASSOCIATION LEAVE: The County shall allow an aggregate total of one hundred-twenty (120) hours off per year for use by up to five (5) Association representatives to attend seminars or conferences. Association members may volunteer to donate either vacation or Compensatory Time Off (CTO) to cover the non-pay period of the representatives' leave.

## GRIEVANCE PROCEDURE

ARTICLE 3.01 GRIEVANCE PROCEDURE:

(1) A "Grievance" shall be defined as a claim between the County and the Association, or an employee or employees covered by this Memorandum. A grievance resolution, at any level, shall not in any way add to, disregard or modify any of the provisions of this Memorandum of Understanding, any County Ordinance or Resolution or any state or federal Law. Such claim must pertain to any of the following:

a. Any matter relating to working conditions not specifically covered by this Memorandum.

b. Any matter involving the interpretation of any provision, of this Memorandum,

c. Any matter involving the violation of any provision or intent of this Memorandum,

(2) There shall be an earnest effort on the part of both parties to settle grievances promptly through the steps listed as follows:

**STEP ONE:** An employee's grievance must be submitted to his first line supervisor or management representative immediately in charge of the aggrieved employee within fifteen (15) calendar days after the event-giving rise to the grievance. The supervisor or management representative will give his answer to the employee by the end of the fifth (5th) calendar day following the presentation of the grievance and the giving of such answer will terminate "step one".

**STEP TWO:** If the grievance is not settled in "step one", the grievance will be reduced to writing by the employee, fully stating the facts surrounding the grievance and detailing the specific provisions of this Memorandum alleged to have been violated, signed and dated by the employee and presented to the supervisor or his designee within seven (7) calendar days after termination of "step one". A meeting with the representative and supervisor or his designee will be arranged at a mutually agreeable location and time to review and discuss the grievance. Such meeting will take place within five (5) working days from the date the grievance is received by the supervisor or his designee. The supervisor or his designee may invite other members of management to be present at such meeting. The supervisor or his designee will give a written reply no later than seven (7) calendar days following the date of the meeting, and the giving of such reply will terminate "step two".

Should there be intermediate layers in the chain of command, Step 2 may be repeated for each layer of supervision in the chain of command before advancing to Step 3.

**STEP THREE:** If the grievance is not settled in "step two" the Association Representative and the Management Representative shall, within seven (7) calendar days after the termination of "step two", arrange a meeting to be held at a mutually agreeable location and time to review and discuss the grievance. Such meeting will take place within fourteen (14) calendar days from the date the grievance is referred to "step three". A decision shall be rendered within five (5)

working days from the date such meeting.

(3) Time limits as set forth may be extended by mutual agreement between the parties, but neither side shall be required to so agree.

(4) If the County fails to respond to the grievant within the time period contained above, the grievance will be advanced to the next step in the procedure.

(5) The decision of the Sheriff may be appealed to the designated hearing officer pursuant to Section 5.02.

## DISCIPLINARY ACTION

ARTICLE 4.01 NOTICE OF INTENDED DISCIPLINARY ACTION: A permanent employee shall not be dismissed, demoted, or suspended without pay unless the appointing authority serves the employee with a "notice of intended disciplinary action" at least seven (7) calendar days before the action is taken.

Prior to service of the notice, the appointing authority shall notify the County Counsel of the intended discipline.

The notice shall be served personally while the employee is on duty. In case of unauthorized absence, the notice shall be served by certified mail/return receipt, but service shall be deemed completed (10) ten calendar days from the date of mailing.

The notice shall include:

(1) The intended action and the date it will be taken;

(2) Reasons for the action, and a concise factual description of the conduct warranting discipline.

(3) Identification of the documents and other evidence on which the action is based, and attachment of copies of the documents.

(4) Advisement of the right to a pre-discipline hearing and the right to file a written response.

(5) Advisement of the right to representation by someone of the employee's own choosing (e.g., steward, friend, attorney, etc.).

ARTICLE 4.02 PRE-DISCIPLINE HEARING: Within seven (7) calendar days from the date of service of the notice of intended disciplinary action, an employee may request a pre-discipline hearing and/or may file a written response to the notice.

The appointing authority shall schedule a hearing within ten calendar days, unless mutually waived by both parties. The hearing shall be closed. The appointing authority shall conduct the hearing informally, and no official record or transcript shall be made, although the parties may make notes. The employee may be assisted by a representative, and may call witnesses. All participants shall be allowed time off with pay to attend.

Within seven (7) calendar days from the conclusion of the hearing, the appointing authority shall serve the employee with a written notice of disciplinary action imposed, if any, and the grounds and evidence on which it is based. If discipline is imposed, the employee shall be notified of the right to appeal pursuant to Article 5. An appeal shall not stay imposition of the discipline

.

ARTICLE 4.03 ADMINISTRATIVE LEAVE: An appointing authority may suspend with pay an employee pending initiation and/or imposition of the disciplinary action and/or conclusion of any appeal. Suspension with pay shall be deemed administrative leave with no punitive consequence, and therefore it shall not be subject to appeal under Article 5.

ARTICLE 4.04 CAUSES FOR DISCIPLINARY ACTION: An employee may be disciplined for any good cause including the following, which are indicative rather than all-inclusive:

(1) Absence without leave, or abuse of authorized leave.
(2) Incompetence, neglect of duty, or inefficiency.
(3) Insubordination, or violation of any lawful or reasonable order given by a supervisor or Sheriff.
(4) Working under the influence of alcohol or drugs.
(5) Intentional, material misrepresentation or concealment of any fact in connection with obtaining employment.
(6) Misappropriation of county funds or property.
(7) Dishonesty or theft.
(8) Conviction of any criminal act involving moral turpitude.
(9) Any violation of Personnel Rule 22.

ARTICLE 4.05 LETTERS OF REPRIMAND: When informal discussion and corrective action are ineffective in altering the unsatisfactory conduct or performance of any employee, the appointing authority shall deliver a formal letter of reprimand to the employee. The letter shall describe the problem in detail, make reference to relevant rules, policies and laws, demand correction of the problem, and indicate that more serious disciplinary action shall be imposed if the problem persists. Such letter will be withdrawn from the employee's official personnel file two (2) years from the date of issue provided there has not been an additional discipline imposed during the two (2) year period.

## PERSONNEL ACTION APPEALS

ARTICLE 5.01 POLICY: The County hereby establishes a personnel action appeals procedure in order to have an impartial hearing on disputed personnel actions which have been appealed on the basis of the following rules: Personnel Rule 4.03 (discrimination); Personnel Rule 11.05 (medical examination); Personnel Rule 16.02 (disciplinary action); and Article 3.0 (grievance).

ARTICLE 5.02 REQUEST FOR APPEAL: When a person has a right to appeal under these rules, the person may submit to County Counsel a written request for appeal to the Board. The request for appeal must be submitted within ten (10) days of the date that the person received notification of the right to appeal the appointing authority's final decision.

Upon receiving a request for an appeal, the appointing authority, County Administrative Officer, Director of Human Resources and Risk Manager shall be notified by the County Counsel. The County Counsel shall schedule a hearing on the appeal at the earliest time that is mutually convenient for the interested parties (county and appellant), their representatives, if any, and the assigned hearing officer.

ARTICLE 5.03 HEARING OFFICER: The hearing officer shall be assigned by mutual agreement of the Association and County Counsel or from a list of five (5) names submitted by the State Mediation and Conciliation Service.

In order to resolve disputes in a more timely and efficient manner for

both employees and the County, upon mutual agreement and on a case-by-case basis, the parties agree to use a mediator or an arbitrator from a list of local attorneys, Administrative Law Judges and professional arbitrators that are in the region. The parties shall mutually agree upon the definition of "region".

The hearing officers shall be considered on the basis of the following criteria:

(1) Education, work experience, and community service;

(2) Relative neutrality toward the points of view of labor and management;

(3) Reputation for integrity and a sense of justice and fairness;

(4) Availability and willingness to serve on the terms set forth in these rules.

In the event the Association and County are unable to mutually agree on the selection of the hearing officer, each party shall alternately strike names from the list until one remains to be assigned as the hearing officer. The party to strike the first name shall be selected by lot.

The cost of the hearing officer shall be shared equally between the County and Association, or the County and appellant if the Association is not representing the appellant.

ARTICLE 5.04 CONDUCT OF THE HEARING: The County Counsel shall be responsible for scheduling and notification as to the time and place of the hearing, and of notifying the hearing officer of the nature of the proceeding.

Unless otherwise stipulated, the hearing shall be closed to the public and conducted in an informal manner under the direction and authority of the hearing officer. The hearing need not be conducted according to technical rules of evidence, but the hearing shall be expedited by the exclusion of irrelevant or repetitious matter.
The interested parties and their representatives shall have the right to introduce any relevant written or physical evidence, and to call and examine witnesses. The hearing officer may subpoena witnesses pursuant to section 1985 of the Code of Civil Procedure.
Oral testimony may be taken on oath or affirmation administered by the

hearing officer. County employees called as witnesses shall serve without loss of pay in accordance with Article 9.07.

Unless there is a pre-agreement to share the cost of a record by the parties, an interested party may tape record the hearing or arrange at its own cost the services of a court reporter. Should a hearing officer require a record of the hearing; the parties shall share the cost equally. Any such record of the hearing shall become a record of the proceedings for purposes of any future judicial review. (Reference: Government Code Section 1094.6)

ARTICLE 5.05 FINAL DECISION: Within forty-five (45) days of the conclusion of the hearing, unless waived by the parties, the officer shall prepare the record of the hearing and shall submit a written decision of findings of fact, rulings of law, and final disposition. Copies shall be sent to the interested parties.

The hearing officer's decision on the appeal shall be final and binding on all parties, and not subject to further administrative review.

## SALARY AND RELATED

ARTICLE 6.01 SALARY:

No Salary change.

ARTICLE 6.02 SALARY ON POSITION RECLASSIFICATION: The salary of an employee whose position is reclassified shall be determined as follows:

(1) If reclassified and allocated to a salary range equal to the previous range, the employee's anniversary date shall not change.
(2) If reclassified and allocated to a salary range lower than the previous range, the employee's salary and anniversary date shall not change, but the position shall be Y –rated pursuant to Personnel Rule 2.68.
(3) If reclassified and allocated to a salary range higher than the previous range, the employee shall remain at the same step, which the employee had prior to the reclassification. The anniversary date shall not change.

ARTICLE 6.03 SALARY POSITION REALLOCATION: When a position classification is reallocated to a different salary range, the salary of the employee

whose position is affected shall be determined in accordance with Article 6.02.

ARTICLE 6.04 SALARY STEP AT HIRING: Unless provided otherwise by these rules, all newly hired employees shall be appointed at Step A. If an applicant possesses extraordinary qualifications, appointment at a step higher than A may occur pursuant to Personnel Rule 6.03.

ARTICLE 6.05 MERIT ADVANCEMENT BY SALARY STEP: Advancement through the salary steps A through E depends on satisfactory performance at the prior step for the equivalent of twelve (12) months of full-time compensated and continuous service before advancement to the next higher step measured from the date of hire.

Satisfactory performance shall be evidence by an appointing authority's memorandum to the Director of Human Resources, and the memorandum shall be based on performance evaluations conducted pursuant to Article 7.0.

When merit advancement is denied to an employee, it shall be in writing with a copy to the employee and the employee's performance shall be reevaluated within forty-five (45) days and if performance is satisfactory, the employee may be advanced to the next step effective the first pay period following the date of the re-evaluation report. If the employee's performance is not satisfactory, in the re-evaluation, the employee shall not be eligible for a merit increase until their next anniversary date.

ARTICLE 6.06 LONGEVITY ADVANCEMENT: An employee's salary shall be increased five percent (5%) at the following times: upon completion of seven (7) , ten (10) , fourteen (14) , eighteen (18) and twenty-one (21) years of full-time continuous and compensated service, or the equivalent, measured from the date of hire and satisfactory performance report.

When longevity advancement is denied to an employee, the employee's performance shall be re-evaluated within forty-five (45) days and, if performance is satisfactory, the employee may be advanced to the next step, effective the first pay period following the date of the re-evaluation report; if not, the employee may be re-considered on their next anniversary date.

ARTICLE 6.07 SALARY STEP ON PROMOTION: When promoted to a position classification in a higher salary range, the employee shall be appointed at Step A or to such advanced step representing a five percent (5%) increase over present salary, whichever is greater. The anniversary date shall become the effective date of the promotional appointment.

ARTICLE 6.08 SALARY PLAN: Each position classification shall be allocated by Board of Supervisors resolution to a salary range in the County's salary plan. The plan shall represent a scale of compensation for full-time work exclusive of allowances, paid leave, overtime, or fringe benefits. The plan shall be adopted and amended as necessary by resolution of the Board.

Within each salary range shall be a series of steps from A through E. The base salary in the range shall be A, with advanced steps representing incremental increases of approximately five percent between steps.

ARTICLE 6.09 SALARY STEP ON DEMOTION: Upon demotion to a position classification in a lower salary range, the salary step and anniversary date of the employee shall not change.

ARTICLE 6.10 SALARY ON TRANSFER: When an employee is transferred, whether voluntarily or not, or within the department or not, and there is no change in salary range, the employee's salary step and anniversary date shall not change.

ARTICLE 6.11 WAGES FOR PART-TIME EMPLOYEES: Part-time permanent employees shall be paid for the hours worked at the hourly wage rate for the classification and step of the position they hold.

ARTICLE 6.12 EDUCATION PAY: Employees shall be paid educational pay at the following rate upon completion of the following programs:

(1) For an Intermediate P.O.S.T Certificate, three percent (3%) over base pay.

(2) For an Advanced P.O.S.T. Certificate, five percent (5%) over base pay.

ARTICLE 6.13 PAY PERIOD: Employees shall be paid biweekly.

ARTICLE 6.14 PAY FOR WORKER IN HIGHER JOB CLASSIFICATION:
Any employee who is assigned duties of a higher job classification by the Sheriff or his designee shall be paid either the A step of the wage rate of the higher classification or five (5%) above the employee's current wage rate, whichever is the highest, for all time he performed such duties, provided however, such duties in the higher job classification constitute fifty percent (50%) of the employee's work time in a given pay period.

ARTICLE 6.15 SHIFT DIFFERENTIAL: The shift differential pay for employees in the classifications of Communications Worker and Correctional Officer will be ($0.35) thirty-five cents per hour for the "swing shift" and ($0.65) sixty-five cents per hour for the "graveyard shift".

ARTICLE 6.16 SPECIALTY PAY:

(1) Qualified employees in the classification of Deputy Sheriff, who, at the sole discretion of the Sheriff, are assigned the additional duties of a Field Training Officer shall receive additional pay in an amount equal to five percent (5%) of the employee's base pay while so assigned.

(2) Qualified employees in the classification of Correctional Officer, who, at the sole discretion of the Sheriff, are assigned the additional duties of Jail Training Officers shall receive additional pay in an amount equal to five percent (5%) of the employee's base pay while so assigned.

(3) Qualified employees in the classification of Sheriff Dispatcher, who, at the sole discretion of the Sheriff, are assigned the additional duties of a Dispatcher Training Officer, shall receive additional pay in an amount equal to five percent (5%) of the employee's base pay while so assigned.

(4) Employees identified by the Director of Human Resources that have been assigned duties involving regular use of bilingual skills, a stipend of thirty-five dollars ($35.00) per month shall be provided. Bilingual pay differential shall cease when the position is determined by the Human Resource Director to no longer require the bilingual skills.

ARTICLE 6.17 CANINE HANDLERS: Employees assigned to a canine unit will receive one hundred dollars ($100) per month for the general care, exercise, grooming, feeding, and veterinarian care of the dog.

The County reserves the right to discontinue the Canine Program at any time.

## PERFORMANCE EVALUATION

ARTICLE 7.01 POLICY: Each appointing authority shall be responsible for effectively evaluating the performance and conduct of the department's employees. The frequency shall be at least once a year. An effective evaluation provides written documentation, in a regular and timely manner, on the quality of performance and employee developmental needs. Such documentation shall provide a basis for future personnel decisions.

ARTICLE 7.02 PERFORMANCE STANDARDS: Performance standards shall be established by each appointing authority according to the general needs of the department, and to the particular features of each position description. Employees shall be made aware of the prevailing standards. The standards shall include:

(1) Required attendance at work, and authorized exceptions;

(2) Proper use of county property;

(3) Safety rules;

(4) Standards for personal attire and grooming;

(5) Standards related to Article 4.04 and Personnel Rule 22.

ARTICLE 7.03 EVALUATION: An evaluation shall distinguish between five levels of performance as to each performance standard, and as to overall performance, as follows:

(1) "Outstanding" Performance consistently above the standard.

(2) "Above Average" Performance occasionally above the

standard.

(3) "Satisfactory" Performance meets the standard.

(4) "Below Average" Performance occasionally below the standard.

(5) "Unsatisfactory" Performance consistently below the standard.

The calendar period covered by the evaluation shall be stated clearly. When an employee's performance is evaluated as other than "satisfactory," the appointing authority (or his or her designee) shall attach a written explanation of the reasons for finding a level of performance other than satisfactory. Further, evaluations of "below average" and "unsatisfactory" shall be accompanied by a written explanation of suggested corrective actions to be taken by the employee. At the employee's request, the appointing authority shall discuss the evaluation with the employees.

Prior to placing the evaluation in the employee's personnel file, the appointing authority or his or her designee shall have the employee sign an acknowledgment of receipt of the evaluation. The employee may also submit written comments on the evaluation for placement in the personnel file.

ARTICLE 7.04 DISPUTED EVALUATION: When an employee disputes an evaluation, the employee may, within fifteen calendar days, file a grievance in accordance with the procedures in Article 3.01. The employee may pursue the grievance to Step 3 which shall be the final level of review of the evaluation.

## OVERTIME AND RELATED

ARTICLE 8.01 OVERTIME: Overtime shall be paid on the following basis:

(1) Sheriff's Department employees, except FLSA-exempt employees, shall be paid one and one- half (1-1/2) times the number of hours worked in excess of their normal workweek.

(2) A vacation day, paid holiday, or sick leave used, shall be counted in a regular workday or workweek for purposes of computing overtime.

ARTICLE 8.02 COMPENSATORY TIME OFF: Compensatory time off (CTO) shall be permitted in-lieu of overtime pay for overtime work as set forth below.

(1) Each employee and the Sheriff shall keep records showing all compensatory time off earned and used, so that the net balance of unused compensatory time off is known at all times. Such records shall substantiate the time records cards maintained by the Auditor.

(2) The CTO maximum accumulation for "sworn" personnel shall be one hundred and twenty (120) hours. The CTO maximum accumulation for "non-sworn" personnel shall be ninety (90) hours

When an employee is authorized to perform overtime work which would result in accrual of a net balance of compensatory time off in excess of the limits stated above, the employee shall be paid for that overtime work.

(3) Compensatory time off shall be earned and used as authorized by the Sheriff.

(4) Upon termination from the classified service or county service, whichever occurs first, an employee shall be paid the value of unused compensatory time off. The value shall be based upon the hourly equivalent of the employee's salary at the date of termination.

(5) The right of the employee to choose between compensatory time off or overtime as defined in Article 8.01 of this Memorandum shall be absolute, and the employee shall not be denied this discretionary right for any reason, whatsoever.

Employees with CTO time banks are permitted to cash out their CTO banks at the time they transfer to a new department with a different department head (for example, outside of the Sheriff's department).

ARTICLE 8.03 CALL-BACK AND STANDBY DUTY:

(1 ) Strict Standby. An officer in the strict standby situation shall be required to remain at a defined location and shall be fully ready for immediate recall to duty. Time spent in the strict standby

situation shall be compensated at the regular rate of pay.

(2) Call-backs. If a superior officer or a dispatcher calls back any full-time employee after his or her normal working hours to perform work, the County shall pay the employee for all hours actually worked, but in no event shall the employee receive less than a minimum of two (2) hours' pay.

For the purpose of this section, responding by telephone is not considered as a call-back. However, the actual time of an official telephone response will be considered as overtime.

(3) Standby Time. Standby time shall not be computed toward overtime.

ARTICLE 8.04 COURT STANDBY: If the District Attorney and the employee agree, a subpoenaed officer may be placed on court standby time while awaiting the court appearance, and shall receive one-half (1/2) the officer's rate of pay applicable to that time period; provided, however, the officer can be contacted and appear in court within two (2) hours of being contacted. While on court standby, the officer would be released to conduct personal business.

**PAID LEAVE**

ARTICLE 9.01 SICK LEAVE: Sick leave is a benefit for full-time probationary and full-time permanent employees. It shall be granted on the following terms:

(1) An employee shall accrue sick leave at the rate of one and one-quarter (1-1/4) working days per month of compensated service from date of hire.

(2) An appointing authority shall approve sick leave only after ascertaining that the absence was caused by illness or accident, and a doctor's certificate may be required.

(3) Uses of Sick Leave Upon Termination of Employment:

| CASH VALUE | | | | | |
|---|---|---|---|---|---|
| **Years of Service** | **Resignation** | **Layoff** | **Retirement** | **Death** | **Death in Line of Duty** |
| 10 | 35% | 35% | 35% | 35% | 100% |
| 15 | 40% | 40% | 40% | 40% | 100% |
| 20 | 50% | 50% | 50% | 50% | 100% |

10 YEARS OF SERVICE:
Upon death or retirement, or upon layoff or resignation from the classified service in good standing after ten (10) years of continuous service, an employee or said employee's estate shall be permitted to convert to cash his or her accrued, unused sick leave at the conversion rate of thirty-five percent (35%) of the employee's total accrued hours, at the employees base hourly rate of pay.

15 YEARS OF SERVICE:
Upon death or retirement, or upon layoff or resignation from the classified service in good standing after fifteen (15) years of continuous service, an employee or said employee's estate shall be permitted to convert to cash his or her accrued, unused sick leave at the conversion rate of forty percent (40%) of the employee's total accrued hours, at the employees base hourly rate of pay.

20 YEARS OF SERVICE
Upon death or retirement, or upon layoff or resignation from the classified service in good standing after twenty (20) years of continuous service, an employee or said employee's estate shall be permitted to convert to cash his or her accrued, unused sick leave at the conversion rate of fifty percent (50%) of the employee's total accrued hours, at the employees base hourly rate of pay.

(4) DEATH IN THE LINE OF DUTY
In the event an employee dies of a line-of-duty injury received during the actual and proper performance of County service relating to the alleged of actual commission of an unlawful act or directly resulting from a characteristic hazard of law enforcement duty through no fault of the employee, the employee's estate shall be paid one hundred percent (100%) of any accrued unused sick leave. After this payout the sick leave bank shall be exhausted and contain no more cash value to the employee's estate.

(5) An employee may use all accumulated sick leave when eligible for disability retirement.

(6) LIMITATIONS TO SICK LEAVE USAGES AT RETIREMENT

Employees who retire shall have the following sick leave benefit options:

(a) Cashable values as outlined in Table 1 above, or

(b) Sick leave conversion to prepaid health Insurance Option based on years of continuous service as stated in section 12.02, or

(c) PERS Sick Leave Service Credit Employees who are in the Safety Risk Pool can convert up to one hundred percent (100%) of unused sick leave to retirement service credit with 0.004 year of service credit for each unused day (eight (8) hours in a work-day per Personnel Rule Definitions 2.66) of sick leave certified to CalPers Board by Plumas County Human Resources, pursuant to Labor Code 20965, or

(d) Any combination of the options listed in (a), (b) and (c) above, limited to that the employee is eligible, in the following order:

1. The employee must first specify the total number of hours of their sick leave to be to cash.
2. Any remaining sick leave hours after cash conversion per Table 1 can then be converted to pre-paid health insurance.
3. Lastly, any remaining sick leave hours after cash conversion and conversion to pre-paid health insurance can be applied to PERS Sick Leave Service Credit.

Following conversion of accrued, unused sick leave pursuant to this subsection, the converted sick leave shall no longer have any value under any provision of this section. For calculations regarding conversion of unused sick-leave contact Human Resources.

(7) It is the understanding of the County and Association that this amendment to Section 9.01 is specifically intended to address the outcome of the 2007 arbitration award, rendered by arbitrator Richard Anthony, and to prevent any employee covered by this agreement from converting to cash any sick leave hours and then using the same sick leave hours used in

that cash conversion for any other calculation of benefits under Section 9.01.

ARTICLE 9.02 VACATION: Paid vacation is exclusively a benefit for full-time probationary and full-time permanent employees. It shall be granted on the following terms and "days" shall refer to (8) eight-hour working days.

(1) Accrual shall be computed from the date of hire:

a. During the first and second year of compensated and continuous service, an employee shall accrue ten (10) days of vacation.
b. During the third through seventh year of compensated and continuous service, an employee shall accrue fifteen (15) days of vacation.
c. During the eighth year of compensated and continuous service, and each year thereafter, an employee shall accrue twenty-one (21) days of vacation per year

(2) Accrued unused vacation leave shall be twice the current years rate of accrual. No vacation will be earned when the maximum vacation accrual is reached.

If an employee exceeding the accrual limit is prevented from taking a scheduled vacation due to being on 4850 leave the employee will continue to earn vacation over the maximum limit for the period of 4850 leave time up to one (1) year.

In the event an employee was prevented from taking a scheduled vacation due to County needs, which results in the employee exceeding the accrual limit, the employee will continue to earn vacation over the maximum limit for no longer than (6) six months by which time the employees vacation accrual balance must be at or below the maximum allowed accrual. The Sheriff and the employee will cooperate by making a reasonable attempt to use the excess time.

Should an employee and the Department be unable to reach agreement on a date(s) for vacation use by the employee, the employee will submit a written request for time off and offer three (3) alternative starting dates. A Department manager shall grant one of the three options or authorize payment for the employee's vacation that is over the cap on the next pay period. The Department must respond to the request for time off within ten (10) working days after its

submission. Once the time off is granted it cannot be rescinded unless the County is experiencing a countywide emergency.

The County agrees each employee shall be eligible to buy back forty (40) hours of vacation leave once per calendar year provided the employee has taken forty (40) hours of vacation in the past twelve (12) months and has eighty (80) hours remaining vacation time banked.

(3) Vacation leave shall be taken with the prior approval of the Sheriff appointing authority, provided that there shall be a reasonable basis for denial of an employee's request for leave.

The Sheriff Appointing authorities shall be responsible for ensuring that employees have the opportunity to take vacation leave each year in order to relieve the stress of employment.

No employee shall be denied the opportunity to take off each year two-thirds (2/3) of the employee's annual vacation accrual, nor denied the opportunity to take off at least five (5) consecutive days each year.

(4) Upon death, retirement, or layoff, or upon resignation from the classified service, an employee or said employee's estate shall be paid one hundred percent of the value of any accrued, unused vacation leave. Valuation shall be on the basis of the hourly equivalent of said employee's monthly salary at the regular rate of pay at the effective date of termination or resignation.

ARTICLE 9.03 FAMILY INJURIES AND ILLNESS: In the event of injury or illness in the employee's family, a full-time permanent or full-time probationary employee shall be allowed up to ten (10) days of leave per year, which shall be chargeable to sick leave or vacation leave at the employee's option. The attending doctor's statement shall be sufficient proof of such illness or injury, if required by the appointing authority.

ARTICLE 9.03.01 FAMILY AND MEDICAL LEAVE: The County will adhere to the provisions of the Family Medical Leave Act (FMLA) and other related federal, state and local laws with regards to unpaid leaves of absence.

Pursuant to the terms of the Family Medical Leave Act (FMLA):

a. An unpaid leave of absence may be granted under the

provisions of FMLA only if the employee has worked for the County at least twelve (12) months, including a minimum of 1,250 hours of paid service during the twelve (12) month period preceding the leave.

b. Employees eligible for leave may elect to take up to twelve (12) weeks of unpaid leave to attend to the birth or adoption of a child; to care for a seriously ill member of his immediate family; or when the employee is unable to work because of his/her own serious medical condition.

c. The County will continue to provide group health benefits and will pay the County's share of the health plan premium during the leave. The employee is responsible for timely payment of his/her share of the premium.

d. The County will reinstate the employee to the employee's previously held position or a substantially equivalent one if said position is not available. The employee, however, will lose reinstatement rights to such a position if the employee is unable to perform the essential functions of the job due to a physical or mental condition.

e. An employee on FMLA is equally subject to layoffs as are other employees continuously employed by the department.

f. The employee is required to give thirty (30) calendar days notice to Human Resources and the department head that a leave under FMLA is being requested. If such advance notice is not practical, the employee shall inform the department head of the need for leave as soon as possible.

g. If an employee requires a subsequent leave under FMLA, time worked will commence at the end of the prior FMLA leave, with the same twelve (12) month, 1,250 hours of paid service requirement between the two FMLA leaves.

h. Leaves must be applied for in writing to the department head with accompanying documentation and verification by the appropriate medical provider.

ARTICLE 9.03.02 NON-FAMILY MEDICAL LEAVE ACT ABSENCES: If a leave does not qualify under FMLA, the employee may request an unpaid leave of absence for personal or medical reasons in accordance with the following:

a. Leaves of fourteen (14) calendar days or less may be granted by the department head. Leaves greater than fourteen (14) calendar days require the prior approval of the County Administrative Officer.

b. A request for medical leave under the provisions of this section requires medical verification by the employee's medical provider and must be provided in writing to the employee's department head.

c. The County will not contribute to the health insurance premium during the leave. The employee may make arraignments with the Auditor to pay the full health premium.

d. The County reserves the right to deny such a leave and to deny the extension of such a leave.

e. An employee granted a leave under this provision is expected to return to his/her normal assigned duties upon the expiration of the leave. He/she is subject to layoffs as if he/she were working.

f. An employee unable to perform the essential function of his/her job under provisions of the American with Disabilities Act may not be reinstated to County employment.

ARTICLE 9.03.03 WORKER'S COMPENSATION LEAVE: A Workers Compensation leave of absence may be granted, by the Board of Supervisors to employees who are on authorized worker's compensation status due to industrial illness or injury as provided by state law. The employee will be required to supplement temporary disability payments with accrued paid leave to an amount where by the combined amounts are equivalent to full pay. When all accrued paid leaves are exhausted the County will continue to pay the County's share of the employee's health insurance premium up to (1) one year, from the date of the injury, during the remaining temporary disability payment period, only if the employee pays his/her share of the premium in a timely manner as prescribed by the County. An employee on worker's compensation leave may be terminated as provided by state law, including participation in vocational rehabilitation or retirement.

However, safety members of the County's retirement plan may receive industrial disability leave on the terms and conditions required by California Labor Code section 4850.

Employees on leave pursuant to the provisions of Labor Code Section 4850 are permitted to return to work part-time when released to do so by their treating physician.

Employees required to take any part of a work day off from work for treatment due to an industrial injury shall, at the department's discretion, have half a work day deducted from their 4850 time or the employee shall be permitted to take paid time off.

When disability leave is used up, and reliable medical evidence shows that the employee is still medically or physically unfit for his or her position, then:

(1 ) The County shall submit an application for disability retirement for the employee under Government Code section 21023.5, unless the employee elects otherwise; or

(2) The employee may apply for and be granted a general leave of absence if the medical evidence shows a likelihood of fitness to return to work in the position within a reasonable period of time; or

(3) The employee shall be terminated from employment after receiving notice and hearing conforming to the standard of Article 4. An employee so terminated shall have the right to appeal under Article 5.

ARTICLE 9.04 FAMILY DEATHS: When a full-time permanent or full time probationary employee is absent due to a death in the family, the employee shall receive up to five (5) days paid leave on the following conditions:

(1) The appointing authority was notified on the first (1st) day of the absence.

(2) The first day of such absence is not later than five (5) days from the date of death.

(3) The appointing authority has ascertained that the absence is

reasonably related to a death in the employee's family. Family is defined as spouse, child, mother, father, brother, sister, grandparent, grandchild and those family relationships recognized by law such as in-law, half, step, adopted and foster family members.

ARTICLE 9.05 HOLIDAYS: The following holidays are recognized for the SDU. On such holidays, employees shall be entitled to eight (8) hours time off with regular pay.

a. When a holiday falls on an employee's regular day off the employee shall be granted eight (8) hours of deferred holiday time.

b. When a holiday falls on an employee's scheduled paid time off (vacation, sick leave, 4850, etc.) the day shall be charged as eight (8) hours of holiday pay.

c.. When a holiday falls on an employee's regular workday the employee shall receive time and one-half (1 ½) holiday pay for eight (8) hours plus their regular pay.

d. When an employee is required to work overtime on a holiday, up to eight (8) hours holiday pay shall be paid at time and one-half ( 1 ½) the regular rate of pay plus time and one-half (1 ½) at the regular rate of pay for the actual hours of overtime worked.

In lieu of pay for working on a holiday an employee may choose to defer eight hours of the holiday pay to be scheduled and taken off within sixty (60) days of the holiday.

In the event the employee's request for holiday time off for a deferred holiday as outlined in (a) and (e) above is rejected by the Sheriff, with in the next sixty (60) days, the employee shall be paid for eight (8) hours of deferred holiday time during the next payroll period or a mutually agreed on date for the time off shall be immediately scheduled in lieu of payments prevented by the Sheriff from taking the deferred holiday within the sixty (60) days, the employee shall be paid for the eight hours of deferred holiday time.

(1) January 1, New Year's Day;
(2) The third Monday in January, ML King Day;
(3) February 12, Lincoln's birthday;
(4) The third Monday in February, Presidents Day;
(5) The last Monday in May, Memorial Day;

(6) July 4, Independence Day;
(7) The first Monday in September, Labor Day;
(8) The second Monday in October, Columbus Day;
(9) November 11, Veteran's Day;
(10) The day in November, which is the legal observance of Thanksgiving;
(11) The day in November following Thanksgiving;
(12) December 24, Christmas Eve; except that when December 24 falls on a Saturday or Sunday, the preceding Friday shall be designated as the Christmas Eve holiday, and when December 24 falls on a Friday, the preceding Thursday shall be the holiday;
(13) December 25, Christmas Day; and
(14) One (3) floating holiday each calendar year, to be approved in advance by the Sheriff. Floating Holidays a) must be used in 8-hour increments, b) may not be carried beyond December 31 of any year (use or lose), and c) may not be carried between bargaining units if employee transfers.

If January 1, February 12, July 4, November 11 or December 25 falls upon a Sunday, the Monday following shall be a holiday; if such forgoing date falls upon a Saturday, the preceding Friday shall be a holiday.

ARTICLE 9.06 REST PERIODS: An allowance not to exceed fifteen (15) minutes, twice daily, shall be granted to each Miscellaneous employee who is required to work at least eight (8) hours in any day. Safety employees shall also be granted fifteen (15) minutes, twice daily, to the extent practical.

ARTICLE 9.07 JURY AND WITNESS LEAVE: Any employee who is called for jury duty or subpoenaed to appear as a witness other than an expert witness or party to the action, shall receive paid leave for such purpose on the terms that follow:

(1) The employee shall receive paid leave provided that any witness fees or jury fees are assigned to the County Auditor.

(2) If called as a witness in litigation in which the County is a party, or to testify in an official capacity, as a county employee shall receive paid leave and an allowance for any necessary travel, provided that any witness fees are assigned to the County Auditor.

ARTICLE 9.08 MILITARY LEAVE: Military leave shall be granted as provided by law.

## UNPAID LEAVE

ARTICLE 10.01 POLICY: A general leave of absence may be granted to employees only on duly authorized terms and conditions. Such leave shall be without compensation or accrual of benefits or seniority. Accrued vacation leave must be used up prior to the effective date of the general leave. Health Insurance Coverage through the County may be continued at the employee's expense.

An appointing authority may grant a limited leave not exceeding ninety consecutive days in any twelve-month period. If specifically authorized by the Board, and with the concurrence of the appointing authority, an extended leave not to exceed two years may be granted.

ARTICLE 10.02 PROCEDURE: An employee who has become temporarily disabled for any reason shall have a right to disability leave not to exceed four (4) months, or until a doctor certifies fitness to return to work, whichever is sooner. Such leave shall be without compensation or accrual of benefits or seniority. Accrued sick leave benefits must be used prior to the effective date of disability leave. If the employee has been covered by county-paid health insurance prior to the effective date of disability leave, the employee shall have the right to continue such insurance at the employee's own expense; provided that the County shall pay for such insurance if the employee is receiving workers' compensation benefits.

However, safety members of the County's retirement plan may receive industrial disability leave pursuant to the terms and conditions required by California Labor Code section 4850.

When disability leave is exhausted, and reliable medical evidence shows that the employee is still medically or physically unfit for his or her position, then:

(1) The County shall submit an application for disability retirement for the employee under Government Code section 21023.5, unless the employee elects otherwise; or

(2) The employee may apply for and be granted a general leave of

absence if the medical evidence shows a likelihood of fitness to return to work in the position within a reasonable period of time; or

(3) The employee shall be terminated from employment after receiving notice and hearing conforming to the standard of Article 4. An employee so terminated shall have the right to appeal under Article 5.

ARTICLE 10.03 PREGNANCY DISABILITY LEAVE: Pregnancy disability leave shall be granted as provided by law.

ARTICLE 10.04 SABBATICAL LEAVE OF ABSENCE: Upon continuous service of seven (7) years with the County, sworn personnel may request a leave of absence without pay. The terms of a leave of absence are as follows:

(1) The employee must be in "good standing" as evidenced in a satisfactory performance on his PPR (Personal Performance Review).

(2) The request must be approved by both the Sheriff and the County Board of Supervisors.

(3) The leave shall be for a period of exactly 12 months.

(4) The employee shall stop accruing seniority upon the day he leaves, and shall not start accruing until return to service.

(5) The employee shall not lose his seniority.

(6) The employee shall return at the same rank as when the leave of absence commenced.

(7) The privilege shall be exercised once - only.

## LAYOFFS

ARTICLE 11.01 POLICY: The Board of Supervisors may authorize a reduction in the number of employees in the classified service as part of any administrative reorganization for more efficiency in County operations, or as part of a program to reduce expenditures due to inadequate revenue.

ARTICLE 11.02 PROCEDURE: Upon recommendations by the appointing authorities, the Board shall order which departments are affected and which class titles in the department are affected. Where there is more than one employee in the affected class in a department, the order of layoff shall be by status of appointment: first, temporary employees; second, probationary employees; third, part-time permanent employees; and fourth, full-time permanent employees.

When two (2) or more employees in an affected class have the same status of appointment in the department, the order of layoff shall be determined as follows: The appointing authority shall review the employees' performance evaluations for the three (3) years preceding. The employee with a history of unsatisfactory or below average performance within the past three (3) years shall be laid off first. If there is no difference between the employees, the order of layoff shall be by seniority. Seniority shall be computed on the basis of one (1) point for each month of full-time continuous service or a pro rata amount for each month of part-time continuous service. Employees with the least seniority shall be laid off first.

ARTICLE 11.03 NOTICE: Thirty (30) days prior to the effective date of layoff as ordered by the Board, each employee to be laid off shall receive a written notice of layoff from the appointing authority. The notice shall explain the reason for the layoff, the result of the procedures described in Article 11.02, and the effective date of layoff. The notice shall further

inform the employee of the right to voluntary transfer, voluntary demotion, and reinstatement.

ARTICLE 11.04 DEMOTION IN LIEU OF LAYOFF: Within ten (10) days of receipt of a layoff notice an employee may in lieu of being laid off elect demotion to:

(a) Any position held by an employee with a lower seniority in a class with substantially the same or lower maximum salary in which the layoff employee held permanent status, Or
(b) Any unfrozen vacant position in a class in the same line of work as class of layoff, but of lesser responsibility if such classes are designated by the Human Resources Director.

Demotion rights to specified classes may be applicable only within the Sheriff's Department.

ARTICLE 11.05 VOLUNTARY TRANSFER OR DEMOTION: It shall be County policy to offer employment opportunity whenever possible to laid off employees, consistent with the duty of appointing authorities to appoint qualified individuals.

Within ten (10) days of receipt of a layoff notice, the employee may request transfer or demotion to another position for which the employee is qualified or should the employee be on probation as a result of a promotion, then the provisions of Section 13.02(3) of the Personnel Rules shall apply provided the pre-promotion position still exists.

The appointing authority shall, for a period of one (1) year from the layoff, offer any such position within the department to the employee without regard to any applicable eligible list.

Further, the appointing authority shall notify other County departments, which might have vacancies in positions for which the employee is qualified. An appointing authority for another department may, in his or her discretion, fill a vacant position with the laid-off employee without regard to any applicable eligible list.

ARTICLE 11.06 REINSTATEMENT: An employee who is laid off shall have the right to be reinstated in reverse order of layoff to his or her former position within one (1) year of the date of layoff should the appointing authority seek to fill the position during that year.

Reinstatement shall be on the same terms and conditions as prevailed at the date of layoff, including appointment status and seniority, except that adjustment shall be made for any accrued benefits that have been paid off during the period of layoff. The payoff of any accrued benefits during the period of layoff shall be considered final and in full satisfaction of any claims covered by the payoff.

## INSURANCE

ARTICLE 12.01 ACTIVE EMPLOYEE HEALTH PLAN: County paid health insurance is a benefit exclusively for eligible probationary and permanent employees.

Effective beginning with the calendar year 2015 Health Insurance Plan Year, the County shall contribute up to the following amount to fund the combined premiums for employee medical, dental, life and vision insurance:

Employee Only: $569.88

Employee Plus One: $1,137.80

Full Family: $1,467.62

The employee shall pay 100% of the cost of the combined premiums above the County contribution for the employee's benefit level.

Upon providing continued proof of other Affordable Health Act compliant health insurance, employees' choosing to opt out of the County's offered health plans shall receive $100.00 (one hundred dollars) per pay period for a maximum annual benefit of $2400.00 (twenty four hundred dollars) per year.

ARTICLE 12.02 RETIRED EMPLOYEE HEALTH PLAN: An employee who retires from Plumas County, immediately upon termination, under the County's PERS contract and who is covered under a county approved health insurance plan for themselves and any eligible dependents, may continue to be covered under the plan by advancing to the County Auditor, the full premium amount each month preceding the month of coverage, under rules and procedures established by the Auditor.

For employees retiring in good standing under the above-stated conditions, who have fifteen (15) years of continuous service with Plumas County, the County shall contribute an amount equal to twenty five percent (25%) of the County's health premium contribution for an active employee, or fifty percent (50%) after twenty-five years of continuous service, until the employee reaches age sixty-five (65).

Employees, upon retirement in good standing under the conditions stated above, may choose to convert unused sick leave accumulation to prepaid health premiums under the conditions stated below.

Employees who choose this option may not utilize any portion of sick leave accrual designated for prepaid health premiums for any other retirement or cash option. The County Auditor shall establish reasonable rules and procedures for the administration of this program. Any balance in accounts shall not be refundable in the event of death of the retiree and their surviving dependent.

Prepaid Health Plan/Sick Leave Conversion Option

| Years of Continuous Service | Percent of Sick Leave Value |
|---|---|
| 0 to 5 | 25% |
| 5 to 10 | 50% |
| 10 to 15 | 75% |
| 15 or more | 100% |

Conversion rates to be based on employee rate of pay at retirement. Retirees eligible for the basic 25% or 50% of the County paid premium for active employees may convert accrued sick leave in an amount not to exceed a combined value of 100% premium for them self or surviving spouse.

ARTICLE 12.03 HEALTH PLAN COMMITTEE: The County and the Association will participate in a bilateral health plan study committee. The committee will be coordinated by the Human Resources Director. The Association will appoint one unit representative (who shall be enrolled in the County-sponsored Health Plan) to the committee. The employee representative will serve with out loss of regular compensation, however, no overtime, call back pay or other special pay or expenses will be allowed for the employee representative. The committee will be advisory only and will make its recommendations to the County and Association.

Should the Board of Supervisors accept the committee's recommendation without change, it is agreed no additional meeting and conferring on the changes is required.

**RETIREMENT**

ARTICLE 13.01 RETIREMENT PLAN: The County agrees that the retirement plans in effect upon ratification of this Memorandum of Understanding through the Public Employees Retirement System (PERS) shall stay in full force and effect

ARTICLE 13.02 PERS CONTRIBUTION:
The County agrees to pay the employee portion of PERS, except as provided in subparagraphs (1) and (2) of this Article 13.02, below:

(1) Current Employees and new employees hired on or before December 31, 2012:

a. "Miscellaneous" Members: Upon approval of these Terms and Conditions by the Plumas County Board of Supervisors, the County shall pay effective with the pay period including August 5, 2013, one percent (1%) of the member's salary as employer-paid member contribution to the California Public Employees Retirement System for employees in the "miscellaneous" classification, and the remaining portion of the member contribution shall be paid by the employee/member.
b. "Safety" Members: Upon approval of these Terms and Conditions by the Plumas County Board of Supervisors, the County shall pay effective with the pay period including August 5, 2013, one percent (1%) of the member's salary as employer-paid member contribution to the California Public Employees Retirement System for employees in the "safety" classification, and the remaining portion of the member contribution shall be paid by the employee/member.

Notwithstanding the foregoing subparagraphs a. and b. of this subparagraph (1), new employees hired after the adoption of these Terms and Conditions of Employment by the County Board of Supervisors and prior to January 1, 2013, shall pay all the employee "member" contribution to PERS until they have successfully completed their probationary period.

(2) New employees hired on or after January 1, 2013:

a. In accordance with the AB 340 pension reform law, new employees hired on or after January 1, 2013 shall have an initial contribution rate to the California Public Employees Retirement System of at least fifty percent (50%) of the normal cost rate for that defined benefit plan, rounded to the nearest quarter of one percent (1%), or the current contribution rate of similarly situated employees, whichever is greater. This contribution shall not be paid by the County on the employee's behalf. The County shall pay the remainder of the normal cost rate. As used in this section, the "normal cost rate" shall mean the annual actuarially determined normal cost for the California Public Employees Retirement System defined benefit plan of the County expressed as a percentage of payroll.
b. The employee contribution rate described in subsection a. above shall be adjusted when the normal cost rate increases or decreases by more than one percent (1%) of payroll

above or below the normal cost rate in effect at the time the employee contribution rate is first established or, if later, the normal cost rate in effect at the time of the last adjustment to the employee contribution rate under this section.

c. The pensionable compensation used to calculate the defined benefit paid to a new employee hired on or after January 1, 2013 who retires from the system shall not exceed the following applicable percentage of the contribution and benefit base specified in Section 430(b) of Title 42 of the United States Code on January 1, 2013: (1) one hundred percent (100%) for a member whose service is included in the federal system; or (2) one hundred twenty percent (120%) for a member whose service is not included in the federal system. The California Public Employees Retirement System shall adjust the maximum pensionable compensation following each actuarial valuation based on changes to the Consumer Price Index for All Urban Consumers. The adjustment shall be effective annually on January 1 following the annual valuation. As used in this section, "federal system" means the old age, survivors, disability, and health insurance provisions of the federal Social Security Act (42 U.S.C. Sec. 301 et seq.).

d. New employees hired on or after January 1, 2013 shall not be eligible for the retirement plans described in Article 13.01. Instead, new non-safety employees hired on or after January 1, 2013 shall participate in the California Public Employees Retirement System retirement plan subject to the formula prescribed by Government Code Section 7522.20 (commonly known as "2% at 62"). New safety employees hired on or after January 1, 2013 shall participate in the California Public Employees Retirement System retirement plan subject to the formula prescribed by Government Code Section 7522.25(d) (commonly known as "Safety Option Plan Two"). For the purposes of determining a retirement benefit to be paid to a new employee hired on or after January 1, 2013, the final compensation shall be calculated based upon the highest average annual pensionable compensation earned by the employee during a period of at least 36 consecutive months immediately preceding his or her retirement or last separation from service if earlier, or during any other period of at least 36 consecutive months during the employee's applicable service that the employee designates on the application for retirement. All new employees hired on or after January 1, 2013 shall be subject

to the "anti-spiking" provision of Government Code Section 7522.34.

## ALLOWANCES AND REIMBURSEMENTS

ARTICLE 14.01 CLOTHING AND UNIFORM ALLOWANCE:

(1) The semi-annual uniform allowance personnel required to wear a uniform is as follows:

Non- Safety Personnel - $275
Correctional Personnel - $350
Safety Personnel - $400

(2) Initial newly hired Deputy Sheriffs shall be granted an initial Uniform and Equipment Allowance of $850 (eight hundred fifty dollars), which shall be in addition to the regular semi-annual (January and July) allotment for which they shall become eligible at the next payment that is at least six (6) months following date of hire.

ARTICLE 14.02 PERSONAL PROPERTY REIMBURSEMENT: The County agrees to repair or replace any clothing or personal article damaged while on duty, providing that such article is a necessary part of the employee's attire.

## MISCELLANEOUS PROVISIONS

ARTICLE 15.01 SENIORITY: Seniority shall be the determining factor in all vacations and transfers within the Sheriff's Department. Seniority consists of the length of continuous service in the classification held by the employee. Seniority may also be known as "time in grade". Seniority shall be terminated by:

1. Department discharge.
2. Voluntary quit.

ARTICLE 15.02 SAFETY EQUIPMENT: All safety equipment shall be replaced or repaired by the County upon approval of the Sheriff. Safety equipment shall be defined as sidearm, holsters, holster belt, handcuffs and case, ammunition pouch, baton and ring holder, flashlight and raincoat.

ARTICLE 15.03 SAFETY:

(1) Hazardous Conditions. The Association and the County recognize a mutual obligation to secure the physical well-being of employees by working toward the prevention, correction, and elimination of all hazardous conditions.

(2) Compliance with Rules and Regulations.. The employer and employee agree to abide by all applicable rules and regulations.

ARTICLE 15.04 OFFICER INVOLVED IN A SHOOTING: The County agrees to allow an officer twenty four (24) hours (one full day) to consult with an attorney before being formally interviewed by a local government agency.

ARTICLE 15.05 POSTING OF WORK SCHEDULES: The parties agree that all work schedules shall be posted two weeks in advance, unless emergency conditions prohibit two weeks' notice. An exception to the ten-day advance notification requirement is that a higher ranking officer and an officer may mutually agree that the officer's court time on a given day may substitute for the officer's completion of a different regularly assigned shift.

ARTICLE 15.06 PHYSICAL EXAMINATION: The County agrees to provide full-time sworn peace officers' physical examinations, including stress EKG, on the following basis:

(1) Each employee covered by this Memorandum shall be administered a complete physical examination, including stress EKG, as follows:

(a) 21 to 39 years, biennial checkup
(b) 40 years and over, annual checkup

(2) Employees shall be given all examinations while off duty.

(3) County will pay for such examinations except to the extent that they are covered by insurance.

(4) The County will pay for periodic medical exams for Correctional Officers on the same basis as for sworn officers.

(5) All employee medical information shall be shall be handled by the County in accordance with the Health Insurance Portability and Accountability Act (HIPAA).

ARTICLE 15.07 SHERIFF'S PHYSICAL FITNESS PLAN: Employees may not be ordered to participate in the Sheriff's Physical Fitness Plan, however, those who choose to shall do so voluntarily and shall receive no pay . or paid time off to participate.

ARTICLE 15.08 PERSONNEL RULES COMMITTEE: The Sheriff's Department Units (SDU) may appoint a representative to serve on the County Personnel Rules Committee.

ARTICLE 15.09 PERSONNEL FILE: The County agrees to maintain the personnel files, including destruction of files, pursuant to state law.

ARTICLE 15.10 LEAVE TRANSFER: See the Personnel Rules.

ARTICLE 15.11 FURLOUGH RULE: The County reserves the right to furlough an employee or group of employees, without pay, under the following provisions:

(1) A furlough may be ordered only to compensate for a budget issue.

(2) The Sheriff may furlough an employee or group of employees upon approval of the County Administrative Officer.

(3) An employee furloughed by the Sheriff shall be non-compensated during a furlough period but, shall not suffer a reduction in non-salary related benefits or seniority.

(4) An employee shall not be furloughed more than one (1) day in any pay period.

(5) Furlough time shall be in full day increments for full time employees and prorated for part time employees.

(6) An employee is to be notified in writing by the Sheriff at least ten (10) days prior to the assigned furlough day or days.

(7) Whenever possible, considering needs of the department, the Sheriff will give consideration to an employee's choice in selecting the furlough day or days.

(8) The Sheriff shall not use the furlough rule as a form of disciplinary action or to discriminate against an employee.

(9) The application of a furlough to an employee or group of employees shall not be subject to the grievance procedure.

ARTICLE 15.12 FLEXIBLE SPENDING ACCOUNT The County and the Association have agreed to a flexible spending plan administered by AFLAC. The County and Association will meet and confer as necessary, pursuant to section 16.02 of the Memorandum of Understanding, to keep said plan, or a mutually agreeable substitute plan, consistent with I.R.S. rules.

ARTICLE 15.13 PROBATIONARY PERIOD:

PATROL: Newly hired Deputy Sheriffs shall serve a twelve (12) month probationary period if they join the Sheriff's Department having successfully completed a P.O.S.T-accredited law enforcement academy. Those who have not successfully completed such an academy shall serve an eighteen (18) month probationary period.

CORRECTIONS: Corrections' employees shall serve a twelve (12) month probationary period.

ALL OTHER EMPLOYEES: Shall have a twelve (12) month probationary period.

Section 13.02 (3) of the County Personnel Rules shall be amended to reflect this article.

## CLOSING PROVISIONS

ARTICLE 16.01 TERM: This agreement shall be effective from July 1, 2014 – June 30, 2015.

ARTICLE 16.02 FULL AGREEMENT: This Memorandum of Understanding contains all the covenants, stipulations and provisions agreed by the parties. It is understood that all items relating to employee wages, hours and other terms and conditions of employment not covered by this Memorandum of Understanding shall remain the same for the term of this agreement of the parties or as specifically provided otherwise herein, for the life of the Memorandum of Understanding neither party shall be compelled to bargain with the other concerning any mandatory bargaining issue

whether or not the issue was specifically bargained prior to the execution of this Memorandum of Understanding.

ARTICLE 16.03 SAVINGS CLAUSE: If any provision of this Memorandum of Understanding shall be held invalid by operation of law or by any court of competent jurisdiction, or if compliance with or enforcement of any provision shall be restrained by any tribunal, the remainder of this Memorandum of Understanding shall not be affected thereby, and the parties shall enter into negotiations for the sole purpose of arriving at a mutually satisfactory replacement for such provision or provisions.

ARTICLE 16.04 PEACEFUL PERFORMANCE: The parties to this Memorandum of Understanding recognize and acknowledge that the services performed by county employees covered by this agreement are essential to the public health, safety and general welfare of the residents of the County of Plumas. The Association agrees that during this specific term of this agreement, under no circumstances will the Association recommended, encourage or cause it's members to initiate or participate in, or will any member of the designated unit take part in, any strike, sit-down, stay in, sick out, refusal to work overtime, slow down or boycott, picketing (herein collectively called job action) in any office or department of the County of Plumas, nor to curtail, restrict or interfere with any work or operation of the County.

In the event of any job action by any member of the designated unit, the County shall not be required to negotiate on the merits of any dispute, which may have given rise to the job action, until the job action has ceased. In the event of any job action, by any unit member during the term of this Memorandum of Understanding, the Association, by its officers, shall immediately declare in writing and publicize that the job action is illegal and unauthorized and further in writing, direct it's members to cease said conduct and resume work. Copies of said notice shall be filed with the County Clerk as a matter of public record. If, in the event of a job action, the Association promptly and in good faith performs the obligations of this section, and providing that the Association has not otherwise authorized, permitted or encouraged any job action, the association shall not be liable for any damages caused by the violation of this section. The County, however, shall have the right to discipline, to include discharge, any employee who instigates, participates in, or gives leadership to any job action activity, and the County shall have the right to seek full legal redress including damages against an offending employee(s). County agrees to not "lock out" any employee covered under this MOU.

ARTICLE 16.05 SIGNATURES:

Signed and agreed to on 10th day of February, 2015.

Jack Hughes
County Negotiator

Bob Jarvis
Sheriff's Association Representative

Gayla Trumbo
County

Mike Grant
Plumas County Sheriff's Association
President

ADOPTION: Adopted by the Plumas County Board of Supervisors on the 10th day of FEB, by Resolution Number 15-8034.

Chairperson Board of Supervisors

APPENDIX A

JOB CLASSIFICATIONS IN THE SHERIFF'S MID MANAGEMENT UNIT

CLASSIFICATION TITLE

Sheriff's Fiscal Officer I

Sheriff's Fiscal Officer II

Jail Commander/Sheriff Sergeant

Communication Supervisor

Sheriff's Office Manager

Sheriff Administrative Sergeant

## APPENDIX B

## MOU DEFINITIONS

| | |
|---|---|
| BASE RATE OF PAY: | Shall mean the hourly rate of pay for the assigned step within the salary range for the specific classification established by County resolution. |
| REGULAR RATE OF PAY: | Shall mean the base hourly rate of pay plus specialty pays as required by the Fair Standards Labor Act. |