



## BOARD OF SUPERVISORS

Terrell Swofford, Chair 1<sup>st</sup> District

Kevin Goss, 2<sup>nd</sup> District

Sharon Thrall, 3<sup>rd</sup> District

Lori Simpson, 4<sup>th</sup> District

Jon Kennedy, Vice Chair 5<sup>th</sup> District

**AGENDA FOR REGULAR MEETING OF MAY 21, 2013 TO BE HELD AT 10:00 A.M.  
IN THE BOARD OF SUPERVISORS ROOM 308, COURTHOUSE, QUINCY, CALIFORNIA**

**9:00 – 10:00 A.M. – COMMUNITY DEVELOPMENT COMMISSION**

[www.countyofplumas.com](http://www.countyofplumas.com)

### AGENDA

The Board of Supervisors welcomes you to its meetings which are regularly held on the first three Tuesdays of each month, and your interest is encouraged and appreciated.

Any item without a specified time on the agenda may be taken up at any time and in any order. Any member of the public may contact the Clerk of the Board before the meeting to request that any item be addressed as early in the day as possible, and the Board will attempt to accommodate such requests.

Any person desiring to address the Board shall first secure permission of the presiding officer. For noticed public hearings, speaker cards are provided so that individuals can bring to the attention of the presiding officer their desire to speak on a particular agenda item.

Any public comments made during a regular Board meeting will be recorded. The Clerk will not interpret any public comments for inclusion in the written public record. Members of the public may submit their comments in writing to be included in the public record.

**CONSENT AGENDA:** These matters include routine financial and administrative actions. All items on the consent calendar will be voted on at some time during the meeting under "Consent Agenda." If you wish to have an item removed from the Consent Agenda, you may do so by addressing the Chairperson.



**REASONABLE ACCOMMODATIONS:** In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting please contact the Clerk of the Board at (530) 283-6170. Notification 72 hours prior to the meeting will enable the County to make reasonable arrangements to ensure accessibility. Auxiliary aids and services are available for people with disabilities.

## **STANDING ORDERS**

10:00 A.M. **CALL TO ORDER/ROLL CALL**

**PLEDGE OF ALLEGIANCE**

**ADDITIONS TO OR DELETIONS FROM THE AGENDA**

### **PUBLIC COMMENT OPPORTUNITY**

Matters under the jurisdiction of the Board, and not on the posted agenda, may be addressed by the general public at the beginning of the regular agenda and any off-agenda matters before the Board for consideration. However, California law prohibits the Board from taking action on any matter which is not on the posted agenda unless it is determined to be an urgency item by the Board of Supervisors. Any member of the public wishing to address the Board during the "Public Comment" period will be limited to a maximum of 3 minutes.

### **DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS**

Brief announcements by, or brief reports on their activities by County Department Heads

## **ACTION AGENDA**

### **Convene as the Flood Control & Water Conservation District Governing Board**

#### **SPECIAL DISTRICTS GOVERNED BY BOARD OF SUPERVISORS**

The Board of Supervisors sits as the Governing Board for various special districts in Plumas County including Dixie Valley Community Services District; Walker Ranch Community Services District; Grizzly Ranch Community Services District; Beckwourth County Service Area; Plumas County Flood Control and Water Conservation District; Quincy Lighting District; Crescent Mills Lighting District; County Service Area #12.

1. 10:10 **FLOOD CONTROL & WATER CONSERVATION DISTRICT** – Robert Perreault/Randy Wilson Report on the status of the public negotiations with the California Department of Water Resources and the State Water Contractors having to do with the State Water Project Contract Extension. Discussion, possible action and/or direction to staff

### **Adjourn as the Flood Control & Water Conservation District Governing Board and reconvene as the Board of Supervisors**

2. 10:15 **DEPARTMENTAL MATTERS**

A. **HUMAN RESOURCES** – Gayla Trumbo

- 1) **PUBLIC HEARING: Continued from May 07, 2013, Adopt RESOLUTION to Resolve Impasse in Meeting and Conferring with Representatives of the Sheriff's Department Unit and the Sheriff's Mid-Management Unit, and to adopt Terms and Conditions of Employment for the Year Beginning June 02, 2013. Roll call vote**
- 2) **Continued from May 07, 2013, Adopt RESOLUTION for Employer Paid Member Contributions (EPMC) for Sheriff's Department Unit and the Sheriff's Mid-Management Unit. Roll call vote**

B. **SOCIAL SERVICES** – Elliott Smart

- 1) Adopt **RESOLUTION** amending the FY 2012-2013 Personnel Allocation for the Department of Social Services 70590 (1.0 FTE Social Services Supervisor I/II). **Roll call vote**
- 2) Adopt **RESOLUTION** delineating the Post-Realignment Roles and Responsibilities of the Plumas County Department of Social Services and the Plumas County Child Abuse Prevention Council with respect to State and Federal Funds for Child Abuse Prevention; and authorize the Department to generate an Interagency Memorandum of Understanding with the Child Abuse Prevention Council for the current term of existing contracts through June 2014 and to execute such an agreement covering the current term only without further approval by the Board of Supervisors. **Roll call vote**
- 3) Approve the establishment of a fund by the Auditor-Controller for retaining private donations for the purchase of a bench dedicated in memory of Betty Cortez-Young; authorize the Department of Social Services to collect the donations and to work with the Department of Facility Services to either construct or purchase a wooden bench

C. **PROBATION** – Lori Beatley

- 1) Authorize the Probation Department to fill a vacant, funded, 1.0 FTE Legal Services Assistant I/II position created by employee transfer to another county department. Discussion and possible action
- 2) Approve budget transfer of \$273 (CalEMA Evidence-Based Supervision Grant 20401) to exhaust all funding in the expired grant

D. **SHERIFF** – Greg Hagwood

Approve supplemental budget transfer of \$10,000 (Department 70362 – Sheriff AB 109) to cover shortage in Regular Wages (Account 51000). **Four/fifths required roll call vote**

3. 11:15 **BOARD OF SUPERVISORS**

- A. **PUBLIC HEARING** – Pursuant to Ordinance 02-967 regarding “Outdoor Festivals”, application received from Belden Town Resort for outdoor music festivals to be held in Belden Town. Discussion and possible action to approve application for the following festivals:
  - “Priceless” to be held July 04-07, 2013
  - “Sunset Campout” to be held July 19-22, 2013
- B. **PUBLIC HEARING** – Pursuant to Ordinance 02-967 regarding “Outdoor Festivals”, application received from High Sierra Music Festival for outdoor music festivals to be held July 04-07, 2013 in and around the Plumas-Sierra County Fairgrounds, Quincy. Discussion and possible action to approve application.

4. **CONSENT AGENDA**

These items are expected to be routine and non-controversial. The Board of Supervisors will act upon them at one time without discussion. Any Board members, staff member or interested party may request that an item be removed from the consent agenda for discussion. Additional budget appropriations and/or allocations from reserves will require a four/fifths roll call vote.

A. **SOCIAL SERVICES**

Approve and authorize the Director of Social Services to sign amended and restated contracts (Plumas Rural Services \$15,000 and Plumas Crisis Intervention and Resource Center \$66,664) to carry out designated activities associated with the Child Welfare Services Outcome Improvement Project; and authorize the Department of Social Services to extend the contracts for an additional period not to exceed twelve calendar months subject to the continuing availability of State General Fund support for this program and an agreement regarding the scope of work to be performed and compensation available under an extended agreement

**B. SHERIFF**

- 1) Approve and authorize the Chair to sign Agreement with A&P Helicopters, Inc. of \$50,000 to provide services of helicopter rentals with licensed pilots for Sheriff's law enforcement needs. Approved as to form by County Counsel
- 2) Approve and authorize the Sheriff to sign Agreement with P.J. Helicopters, Inc. of \$50,000 to provide services of helicopter rentals with licensed pilots for Sheriff's law enforcement needs. Approved as to form by County Counsel

**C. CLERK-RECORDER**

Approve and authorize the Clerk-Recorder to sign amended agreement to extend the current agreement with High Desert Microimaging, Inc. for official records microfilm restoration and conversion. Approved as to form by County Counsel

**D. PUBLIC WORKS**

Approve changes to the expenditure plan for the FY 2007-2008 Supplemental Prop. 1B Appropriation Plan to provide funds to purchase paving materials; and authorize the Director of Public Works to perform related duties as may be required to administer the funds and to submit changes to the plans to the Department of Finance.

**E. BOARD OF SUPERVISORS**

Approve and authorize the Chair to sign Memorandum of Understanding between the Plumas Superior Court and the County of Plumas for Fiscal Year 2011-2012 and Fiscal Year 2012-2013. Approved as to form by County Counsel

**5. CLOSED SESSION**

**ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION**

- A. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (b) of Government Code Section 54956.9
- B. Conference with Labor Negotiator regarding employee negotiations: Sheriff's Administrative Unit; Sheriff's Department Employees Association; Operating Engineers Local #3; Confidential Employees Unit

**REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)**

**ADJOURNMENT**

Adjourn meeting to Tuesday, June 04, 2013, Board of Supervisors Room 308, Courthouse, Quincy, California.

*2013 "The Year of the Child"*

*JA.I.*

**Plumas County, California**

**RESOLUTION NO. 13-**

**A RESOLUTION TO RESOLVE IMPASSE IN MEETING AND CONFERRING WITH  
REPRESENTATIVES OF THE SHERIFF'S DEPARTMENT UNIT AND THE  
SHERIFF'S MID-MANAGEMENT UNIT, AND TO ADOPT TERMS AND  
CONDITIONS OF EMPLOYMENT FOR THE YEAR BEGINNING JUNE 2, 2013.**

WHEREAS, the Plumas County Board of Supervisors finds:

A. The County of Plumas (the "County"), through its designated representatives, has met and conferred with representatives of the County's Exclusive Representative Sheriff Employees Association (the "Association"), for the Sheriff's Department Unit and the Sheriff's Mid-Management Unit more than nineteen (19) times, in a good faith attempt to reach agreement on successor memoranda of understanding to the memoranda of understanding that expired April 30, 2009; and,

B. The County's representatives made many changes from County's initial bargaining positions intended to achieve a final negotiated agreement between the parties; and,

C. The parties declared impasse on November 8, 2012, and requested the assistance of a mediator from the California State Mediation and Conciliation Service; and,

D. The County, through its representatives, participated in good faith in the mediation process with California State Mediator, Annie Song-Hill, meeting in all-day sessions on January 15, 2013, and on February 27, 2013, in addition to exchanging proposals by e-mail and telephone through the auspices of the mediator, in an unsuccessful attempt to reach agreement for a successor memorandum of understanding; and,

E. The parties failed to resolve the dispute through mediation within forty-five (45) calendar days after the appointment or selection of the mediator on November 30, 2012; and,

F. The parties have not mutually agreed to proceed to fact-finding under Rule 23.18 of the Plumas County Employer-Employee Relations Policy; and,

G. The Association did not unilaterally request fact-finding within forty-five (45) calendar days after the appointment or selection of the mediator as provided by Government Code section 3505.4, subdivision (d), or PERB Regulation 32802; and

H. On May 1, 2013, the County supplied to the Association a copy of the proposed Terms and Conditions of Employment for employees represented by Plumas County Sheriff's Association covering the year beginning June 2, 2013, or until replaced by a negotiated agreement or superseded by future Board action; and,

I. On May 1, 2013, the County supplied to the Association a draft copy of this Resolution and offered to meet and confer on its contents; and,

J. On May 9, 2013, representatives of the parties met and conferred concerning the contents of a draft copy of this Resolution and tentatively agreed to changes whereby the terms and conditions of employment for each bargaining unit would be set forth in separate documents and that the employees would not be required to reimburse the County for health insurance increases already paid by the County prior to the pay period beginning June 2, 2013; and,

K. The County's Employer-Employee Relations Policy, County Personnel Rule 23, Section 23.19, provides that if the parties do not resolve the impasse through mediation or do not agree to fact-finding, the Board of Supervisors shall take such action regarding the impasse as in its discretion deems appropriate and in the public interest; and,

L. Following notice duly published in newspapers of general circulation within the County of Plumas on May 15, 2013, this matter came before the Board of Supervisors of the County of Plumas at a public hearing on May 21, 2013, at the Plumas County Courthouse, 520 Main Street, Room 308, Quincy, California, where the Board of Supervisors heard comments both for and against.

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

1. This Resolution resolves the impasse in meeting and conferring, under authority of state and local law, by hereby adopting the "Terms and Conditions of Employment County of Plumas and the Plumas County Sheriff's Association Sheriff's Department Unit" attached hereto and made a part of this resolution by this reference for represented employees of the County of Plumas in the Sheriff's Department Unit for the year beginning June 2, 2013, and continuing until changed by agreement between the parties or subsequent action by the Board of Supervisors; and,

2. This Resolution resolves the impasse in meeting and conferring, under authority of state and local law, by hereby adopting the "Terms and Conditions of Employment County of Plumas and the Plumas County Sheriff's Association Sheriff's Mid-Management Unit" attached hereto and made a part of this resolution by this reference for represented employees of the County of Plumas in the Sheriff's Mid-Management Unit for the year beginning June 2, 2013, and continuing until changed by agreement between the parties or subsequent action by the Board of Supervisors; and,

3. The Board hereby modifies or suspends those sections of the County's Personnel Rules which are inconsistent with the foregoing described Terms and Conditions of Employment.

The foregoing resolution was adopted on May 21, 2013, at a public hearing during a regular meeting of the Plumas County Board of Supervisors by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

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Chair, Board of Supervisors

**ATTEST:**

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Clerk of the Board

TERMS AND CONDITIONS OF EMPLOYMENT

COUNTY OF PLUMAS

and the

PLUMAS COUNTY SHERIFF'S ASSOCIATION

SHERIFF'S MID MANAGEMENT UNIT

(SMU)

June 2, 2013 – June 1, 2014

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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 with representatives of Plumas County Sheriffs Association (the "Association") on numerous occasions, in a good faith attempt to reach agreement on successor memorandum of understanding to the memorandum of understand that expired April 30, 2009. The parties declared impasse on November 8, 2012, and requested the assistance of a mediator from the California State Mediation and Conciliation Service. The County, through its representatives, participated in good faith in the mediation process with California State Mediator, Annie Song-Hill, meeting in all-day sessions on January 15, 2013, and on February 27, 2013, in addition to exchanging proposals by e-mail and telephone through the auspices of the mediator, in an unsuccessful attempt to reach agreement for a successor memorandum of understanding. The parties failed to resolve the dispute through mediation within forty-five (45) calendar days after the appointment or selection of the mediator. The parties did not mutually agreed to proceed to fact-finding under Rule 23.18. The Association did not unilaterally request fact-finding within forty-five (45) calendar days after the appointment or selection of the mediator as provided by Government Code section 3505.4, subdivision (d), or PERB Regulation 32802. The County's Employer-Employee Relations Policy, County Personnel Rule 23, section 23.19 provides that if the parties do not resolve the impasse through mediation or do not agree to fact-finding, the Board of Supervisors shall take such action regarding the impasse as in its discretion deems appropriate and in the public interest. Therefore, the Plumas County Board of Supervisors has adopted these Terms and Conditions of Employment for represented employees of the County of Plumas in the Sheriff's Mid-Management Unit for the year beginning June 2, 2013, and continuing until changed by agreement between the parties or subsequent action by the Board of Supervisors.

## **GENERAL PROVISIONS**

### **ARTICLE 1.01**

**PARTIES AFFECTED BY THESE TERMS AND CONDITIONS OF EMPLOYMENT; Terminology** "Memorandum of Understanding," "MOU," "Agreement": These Terms and Conditions of Employment affect the County of Plumas, the Plumas County Sheriff's Association, and those employees of the County of Plumas who are represented by the Association occupying job classifications within the Sheriffs Mid Management Department Unit. Since these Terms and Conditions of Employment are based on the previous memorandum of understanding between the County and the Association that expired April 30, 2009, as modified by the County's last, best and final offer, any reference in this document to "this Memorandum of Understand," "this Memorandum," or "this Agreement" shall be deemed a reference to this document.

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: [Omitted.]

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      NON-DISCRIMINATION: It is agreed that neither the Association nor the County shall discriminate against any employee because of race, national origin, age, sex, religion, disability, Association membership or any other characteristic protected by state or federal equal employment law.

ARTICLE 1.09      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: 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 District 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, 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. The Association may designate up to (3) three on duty employees as "official representatives" to be released from duty with out 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 (5<sup>th</sup>) 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 from the prior memorandum of understanding that expired April 30, 2009..

### **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, which ever 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.

**PERFOMANCE 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 employee.

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 3.0.

## **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:

<b>CASH VALUE</b>					
<b>Years of Service</b>	<b>Resignation</b>	<b>Layoff</b>	<b>Retirement</b>	<b>Death</b>	<b>Death in Line of Duty</b>
10	35%	35%	35%	35%	100%
15	40%	40%	40%	40%	100%
20	50%	50%	50%	50%	100%

**Table 1**

#### 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 employee's 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 or 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 arrangements 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 (1<sup>st</sup>) 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, within 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 May 1, 2007 through April 30, 2008 the County and employee shall split 50-50 the combined cost of any increased medical, dental life and vision insurance premiums in this contract year, up to a maximum County cost of \$100.00 (one hundred dollars) per month. If the increased premiums exceed \$200.00 per month, the employee is responsible for the remainder of the increased cost.

Effective May 1, 2008 through April 30, 2009 the County and employee shall split 50-50 the combined cost of any increased medical, dental life and vision insurance premiums in this contract year, up to a maximum County cost of \$100.00 (one hundred dollars) per month. If the increased premiums exceed \$200.00 per month, the employee is responsible for the remainder of the increased cost.

Effective December 1, 2012, the employee shall pay any and all increases in medical, dental, life, and vision insurance premiums effective on or after January 1, 2012. The employee will not be obligated to reimburse County for such increased insurance premiums that were paid by County for the period January 1, 2012, through May 31, 2013. However, County will not contribute any additional amount towards such increased insurance premiums for the period on or after June 1, 2013.

Upon providing continued proof of other health insurance, employees' choosing to opt out of the County's offered health plans shall receive \$100 (one hundred dollars) per pay period for a maximum annual benefit of \$2400 (twenty four hundred) 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 without 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 beginning June 2, 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 beginning June 2, 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 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, with out 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) When ever 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 Sheriffs 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: These Terms and Conditions of Employment is effective from June 2, 2013 through June 1, 2014, and continuing until changed by agreement between the parties or subsequent action by the Board of Supervisors.

ARTICLE 16.02 FULL AGREEMENT: All items relating to employee wages, hours and terms and conditions of employment not covered by these Terms and Conditions of Employment document shall remain the same for its term.

ARTICLE 16.03 SAVINGS CLAUSE: If any provision of this document 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 document shall not be affected thereby. .

ARTICLE 16.04 PEACEFUL PERFORMANCE:

ARTICLE 16.05 ADOPTION: Adopted by the Plumas County Board of Supervisors on the 21st day of May, 2013, by Resolution Number \_\_\_\_\_

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Chairperson Board of Supervisors

## APPENDIX A

### JOB CLASSIFICATIONS IN THE SHERIFF'S MID MANAGEMENT UNIT

#### CLASSIFICATION TITLE

Patrol Commander

Sheriff's Fiscal Officer I

Sheriff's Fiscal Officer II

Jail Commander

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.

**TERMS AND CONDITIONS OF EMPLOYMENT**

**COUNTY OF PLUMAS**

**and the**

**PLUMAS COUNTY SHERIFF'S ASSOCIATION**

**SHERIFF'S DEPARTMENT UNIT**

**(SDU)**

**June 2, 2013 – June 1, 2014**

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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 with representatives of Plumas County Sheriffs Association (the "Association") on numerous occasions, in a good faith attempt to reach agreement on successor memorandum of understanding to the memorandum of understand that expired April 30, 2009. The parties declared impasse on November 8, 2012, and requested the assistance of a mediator from the California State Mediation and Conciliation Service. The County, through its representatives, participated in good faith in the mediation process with California State Mediator, Annie Song-Hill, meeting in all-day sessions on January 15, 2013, and on February 27, 2013, in addition to exchanging proposals by e-mail and telephone through the auspices of the mediator, in an unsuccessful attempt to reach agreement for a successor memorandum of understanding. The parties failed to resolve the dispute through mediation within forty-five (45) calendar days after the appointment or selection of the mediator. The parties did not mutually agree to proceed to fact-finding under Rule 23.18. The Association did not unilaterally request fact-finding within forty-five (45) calendar days after the appointment or selection of the mediator as provided by Government Code section 3505.4, subdivision (d), or PERB Regulation 32802. The County's Employer-Employee Relations Policy, County Personnel Rule 23, section 23.19 provides that if the parties do not resolve the impasse through mediation or do not agree to fact-finding, the Board of Supervisors shall take such action regarding the impasse as in its discretion deems appropriate and in the public interest. Therefore, the Plumas County Board of Supervisors has adopted these Terms and Conditions of Employment for represented employees of the County of Plumas in the Sheriff's Department Unit and the Sheriff's Department Unit for the year beginning June 2, 2013, and continuing until changed by agreement between the parties or subsequent action by the Board of Supervisors.

## **GENERAL PROVISIONS**

ARTICLE 1.01	<u>PARTIES AFFECTED BY THESE TERMS AND CONDITIONS OF EMPLOYMENT;</u> Terminology "Memorandum of Understanding," "MOU," "Agreement": These Terms and Conditions of Employment affect the County of Plumas, the Plumas County Sheriff's Association, and those employees of the County of Plumas who are represented by the Association occupying job classifications within the Sheriffs Department Unit. Since these Terms and Conditions of Employment are based on the previous memorandum of understanding between the County and the Association that expired April 30, 2009, as modified by the County's last, best and final offer, any reference in this document to "this Memorandum of Understand," "this Memorandum," or "this Agreement" shall be deemed a reference to this document.
ARTICLE 1.02	<u>SCOPE OF REPRESENTATION:</u> The County will abide by the Meyers-Milias-Brown Act where and when it applies to the members of

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:** [Omitted.]

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 Department 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      **NON-DISCRIMINATION:** It is agreed that neither the Association nor the County shall discriminate against any employee because of race, national origin, age, sex, religion, disability, Association membership or any other characteristic protected by state or federal equal employment law.

ARTICLE 1.09      **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:** 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 District 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, 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. The Association may designate up to (3) three on duty employees as "official representatives" to be released from duty with out 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 (5<sup>th</sup>) 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 from the prior memorandum of understanding that expired April 30, 2009..

### **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, which ever 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.

**PERFOMANCE 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 employee.

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 3.0.

## **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:

<b>CASH VALUE</b>					
<b>Years of Service</b>	<b>Resignation</b>	<b>Layoff</b>	<b>Retirement</b>	<b>Death</b>	<b>Death in Line of Duty</b>
10	35%	35%	35%	35%	100%
15	40%	40%	40%	40%	100%
20	50%	50%	50%	50%	100%

**Table 1**

#### 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 employee's 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 or 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 arrangements 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 (1<sup>st</sup>) 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, within 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 (1) 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

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 May 1, 2007 through April 30, 2008 the County and employee shall split 50-50 the combined cost of any increased medical, dental life and vision insurance premiums in this contract year, up to a maximum County cost of \$100.00 (one hundred dollars) per month. If the increased premiums exceed \$200.00 per month, the employee is responsible for the remainder of the increased cost.

Effective May 1, 2008 through April 30, 2009 the County and employee shall split 50-50 the combined cost of any increased medical, dental life and vision insurance premiums in this contract year, up to a maximum County cost of \$100.00 (one hundred dollars) per month. If the increased premiums exceed \$200.00 per month, the employee is responsible for the remainder of the increased cost.

Effective December 1, 2012, the employee shall pay any and all increases in medical, dental, life, and vision insurance premiums effective on or after January 1, 2012. The employee will not be obligated to reimburse County for such increased insurance premiums that were paid by County for the period January 1, 2012, through May 31, 2013. However, County will not contribute any additional amount towards such increased insurance premiums for the period on or after June 1, 2013.

Upon providing continued proof of other health insurance, employees' choosing to opt out of the County's offered health plans shall receive \$100 (one hundred dollars) per pay period for a maximum annual benefit of \$2400 (twenty four hundred) 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

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 without 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 beginning June 2, 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 beginning June 2, 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 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, with out 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) When ever 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 Sheriffs 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: These Terms and Conditions of Employment is effective from June 2, 2013 through June 1, 2014, and continuing until changed by agreement between the parties or subsequent action by the Board of Supervisors.

ARTICLE 16.02 FULL AGREEMENT: All items relating to employee wages, hours and terms and conditions of employment not covered by these Terms and Conditions of Employment document shall remain the same for its term.

ARTICLE 16.03 SAVINGS CLAUSE: If any provision of this document 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 document shall not be affected thereby. .

ARTICLE 16.04 PEACEFUL PERFORMANCE:

ARTICLE 16.05 ADOPTION: Adopted by the Plumas County Board of Supervisors on the 21st day of May, 2013, by Resolution Number \_\_\_\_\_

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Chairperson Board of Supervisors

## APPENDIX A

### JOB CLASSIFICATIONS IN THE SHERIFF'S DEPARTMENT UNIT

#### CLASSIFICATION TITLE

Sheriff Services Assistant I  
Sheriff Services Assistant II  
Correctional Sergeant  
Correctional Officer I  
Correctional Officer II  
Crime Analyst  
Deputy Sheriff I  
Deputy Sheriff II  
Deputy Sheriff II Communications Equipment Coordinator  
Sheriff Dispatcher I  
Sheriff Dispatcher II  
Sheriff Investigator  
Sheriff Investigator Sergeant  
Sheriff Sergeant  
Sheriff Administrative Sergeant

**APPENDIX B**

**MOU DEFINITIONS**

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

JAZ

**RESOLUTION FOR EMPLOYER PAID MEMBER CONTRIBUTIONS (EPMC) FOR THE SHERIFF'S DEPARTMENT UNIT AND THE SHERIFF'S MID-MANAGEMENT UNIT**

**WHEREAS**, the governing body of Plumas County has the authority to implement Government Code section 20691; and

**WHEREAS**, the governing body of Plumas County has written labor policy or agreement which specifically provides for the normal member contribution to be paid by the employer in part or full; and

**WHEREAS**, one of the steps in the procedures to implement Government Code section 20691 is the adoption by the governing body of Plumas County of a Resolution to commence said Employer Paid Member Contributions (EPMC); and

**WHEREAS**, the governing body of Plumas County has identified the following conditions and changes to our previous EPMC:

**NOW, THEREFORE, BE IT RESOLVED** that the governing body of the County of Plumas elects to pay EPMC, as set forth below:

- This benefit shall be changed from the Plumas County prior EPMC for all employees of Plumas County that are in the bargaining groups of the Sheriff's Department Unit and the Sheriff's Mid-Management Unit.
- The benefit for the Sheriff's Department Unit and the Sheriff's Mid-Management Unit shall be adjusted from 7% to 1% of the normal member contribution as EPMC for a Miscellaneous member that was hired on or before December 31, 2012, with the County of Plumas.
- The benefit for the Sheriff's Department Unit and the Sheriff's Mid-Management Unit shall be adjusted from 9% to 1% of the normal member contribution as EPMC for a Safety member that was hired on or before December 31, 2012, with the County of Plumas.
- The effective date of this Resolution shall be June 2, 2013.

**BE IT FURTHER RESOLVED** that this Resolution shall replace and supersede any prior resolutions concerning the subject matter of this Resolution.

The foregoing 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 21<sup>st</sup> day of May 2013 by the following vote:

AYES:

NOES:

ABSENT:

---

Chair, Board of Supervisors

**ATTEST:**

---

Clerk of the Board



281

## DEPARTMENT OF SOCIAL SERVICES AND PUBLIC GUARDIAN

Courthouse Annex, 270 County Hospital Rd., Suite 207, Quincy, CA 95971-9174

ELLIOTT SMART  
DIRECTOR

DATE: MAY 3, 2013

(530) 283-6350  
Fax: (530) 283-6368

TO: HONORABLE BOARD OF SUPERVISORS

FROM: ELLIOTT SMART, DIRECTOR   
DEPT. OF SOCIAL SERVICES

SUBJ: BOARD AGENDA ITEM FOR MAY 21, 2013

RE: RESOLUTION AMENDING THE PERSONNEL ALLOCATION FOR THE  
DEPARTMENT OF SOCIAL SERVICES FOR FY 2012-2013

**It is Recommended that the Board of Supervisors**

Approve the enclosed resolution amending the personnel allocation in the Department of Social Services adopted FY 2012-1013 budget.

**Background and Discussion**

The personnel allocation for the Department of Social Services that was adopted for the FY 2012-2013 budget inadvertently omitted a flexibly allocated position at the Social Services Supervisor I or II level. The omission only became apparent when the incumbent was eligible for promotion but the position was not properly allocated to initiate the promotion. This resolution corrects the oversight.

**Financial Impact**

The pay rate for the Social Services Supervisor II is higher than for the Social Services Supervisor I, however due to salary savings there is sufficient appropriation available in the Department's budget to fund the increase. There is no impact to the General Fund.

**Other Agency Involvement**

The Human Resources Director has reviewed this matter and is in agreement with the need for it.

Copy: DSS Management Staff

Enclosures (2)

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION TO AMEND THE PLUMAS COUNTY POSITION ALLOCATION FOR  
FISCAL YEAR 2012-2013 WITHIN THE DEPARTMENTS OF SOCIAL SERVICES 70590.**

**WHEREAS**, the Board of Supervisors, through adoption of the budget allocates positions for the various county departments each fiscal year; and

**WHEREAS**, during the fiscal year the Board of Supervisors may amend the position allocation by resolution; and

**WHEREAS**, there is a need for a mid-year adjustment to the Position Allocation for the Department of Social Services in order to create a flexible allocation and promotional opportunity.

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

Approve the amendments to the Position Allocation for budget year 2012-2013 to reflect the following change within the Social Services Department 70590:

<b><u>SOCIAL SERVICES - 70590</u></b>	<b><u>FROM</u></b>	<b><u>TO</u></b>
Social Services Supervisor I	1.0	.00
Social Services Supervisor I or II	.0	1.00

The foregoing 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 21<sup>st</sup> day of May, 2013 by the following vote:

AYES: Supervisors  
NOES: Supervisors  
ABSENT: Supervisors

---

Chairperson, Board of Supervisors

ATTEST:

---

Executive Clerk/Board of Supervisors

Range: 2325

Plumas County

Adopted 11/00

## **SOCIAL SERVICES SUPERVISOR II**

### **DEFINITION**

Under general direction, plans, organizes, directs and supervises the work of Social Service's staff providing the most advanced social services; develop community resources; represent the County's Social Services department with community organization and agencies; and do related work as required.

### **DISTINGUISHING CHARACTERISTICS**

This is a supervisory level classification for overseeing the work of social workers providing the most advanced social services. Incumbents are responsible for assigning work and monitoring performance of staff. They may also manage service programs such as Adult and/or Children's Services. Incumbents may carry a caseload of the most difficult cases. This classification is also distinguished by possession of professional credentials

### **REPORTS TO**

Social Services Director or Program Manager-Services-Asst. Director.

### **CLASSIFICATIONS DIRECTLY SUPERVISED**

Social Worker I, II, III, Senior Social Worker

## **SOCIAL SERVICES SUPERVISOR II – 2**

### **EXAMPLES OF DUTIES:**

Plans, organizes, directs, coordinates and supervises the work of staff providing a variety of social services including the most advanced or complex case work; consults with staff and provides advice on the most difficult cases; monitors assigned work and insures proper progress and carrying out case workers assignments, such as assessment, re-assessments, service plans, maintenance of activity records, quality control and required investigations; reviews adult and children's cases for compliance with rules, regulations, policies and protocols; assists the development of community resources for all programs; has responsibility for in-service training and staff development; interprets departmental policies and procedures for staff; represents the County and the Department of Social Services and contacts with community organizations and groups as well as other governmental agencies; prepares statistical reports for the State Department of Social Services; develops and implements policies; evaluates the effectiveness of policies and procedures; evaluates the performance of personnel and takes and recommends appropriate courses of action; may carry a case load of more difficult social services cases requiring a high degree of technical competence; determines the social services needs of clients; develops and implements treatment plans; makes referrals; prepares and maintains case records; may make home visits as appropriate; may represent the Social Services Department at conferences, before groups, agencies and in court.

### **TYPICAL PHYSICAL REQUIREMENTS**

Sit for extended periods, frequently stand and walk; make home visits outside the office; normal manual dexterity and eye-hand coordination; corrected hearing and vision to normal range; verbal communications; use of office equipment including computers, telephones, calculators, copiers, and FAX.

### **TYPICAL WORKING CONDITIONS**

Work is performed in an office; occasionally works outside; continuous contact with staff and the public.

## **SOCIAL WORKER SUPERVISORS II – 3**

### **DESIRABLE QUALIFICATIONS**

#### Knowledge of:

- Functions, purposes, and programs of public social service agencies.
- Principles and problems of public social service administration.
- Current issues in the field of social welfare.
- Principles of public funding and claims requirements.
- Social research methods.
- General principles of public assistance policies and programs.
- Principles and techniques of interviewing and recording of social casework.
- Laws, rules, and regulations governing the operation of a public social services agency.
- Community organization and the social problems calling for the use of public and private community resources.
- Basic principles involved in the development and implementation of personality and in-group processes.
- Current problems and methodology in the field of public social services.
- Community resources available for referral or utilization in social service programs.
- Public personnel administration.
- Principles of supervision, training, and staff development.

#### Ability to:

- Plan, organize, and direct the work of professional social work and other staff.
- Analyze case problems, evaluate the effectiveness of staff efforts, and provide consultation to staff in solving problems.
- Perform a variety of specialized social research and prepare reports.
- Obtain facts and analyze data.
- Prepare clear, concise and accurate records and reports.
- Communicate effectively, both orally and in writing.
- Establish and maintain client rapport on an individual basis.
- Analyze and interpret public social service programs, policies, and procedures for applicants and recipients.
- Maintain the confidentiality of case records.
- Effectively represent the Social Services Department in contact with the public, clients, community organizations, and other government agencies.
- Establish and maintain cooperative working relationships.

## **SOCIAL WORKER SUPERVISOR II – 4**

Training and Experience: Any combination of training and experience which would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the required knowledge and abilities would be:

Two (2) years of experience performing duties comparable to those of the Merit Systems Social Worker III classification.

AND

Masters degree in Social Work or Masters degree from a two-year program in counseling, psychology, sociology or a closely related field.

Special Requirements: Possession of a valid and current California Driver's License issued by the Department of Motor Vehicles.



# DEPARTMENT OF SOCIAL SERVICES AND PUBLIC GUARDIAN

1B2

Courthouse Annex, 270 County Hospital Rd., Suite 207, Quincy, CA 95971-9174

ELLIOTT SMART  
DIRECTOR

(530) 283-6350  
Fax: (530) 283-6368

DATE: MAY 6, 2013

TO: HONORABLE BOARD OF SUPERVISORS

FROM: ELLIOTT SMART, DIRECTOR  
DEPARTMENT OF SOCIAL SERVICES

SUBJ: BOARD AGENDA ITEM FOR MAY 21, 2013

RE: RESOLUTION DELINIATING THE POST-REALIGNMENT ROLES OF THE  
DEPT. OF SOCIAL SERVICES AND THE CHILD ABUSE PREVENTION  
COUNCIL WITH RESPECT TO STATE AND FEDERAL FUNDS FOR CHILD  
ABUSE PREVENTION.

A handwritten signature of Elliott Smart, consisting of stylized initials and a surname.

### It is Recommended that the Board of Supervisors

1. Approve and adopt the enclosed Resolution of the Board of Supervisors which repeals and supersedes Board Resolution 99-6224 and delineates the post-2011 Public Safety Realignment roles of the Department of Social Services and the Child Abuse Prevention Council with respect to State and Federal funds for Child Abuse Prevention.
2. Authorize the Department to generate an Interagency Memorandum of Understanding between the Department of Social Services and the Child Abuse Prevention Council for the current term of existing contracts (through June 2014) and to execute such an agreement covering the current term only without further approval by the Board of Supervisors.

### Background and Discussion

California Health and Safety Code Section 103625 and Board of Supervisors Resolution 92-5394 provides that Plumas County Child Abuse Prevention Council shall administer those funds placed in the County Children's Trust Fund from fees collected for birth certificates designated for child abuse prevention activities. In addition, the Board of Supervisors adopted Resolution 99-6224 which provides that the Council shall administer the funds provided for CAPIT and other funds designated by the California State Department of Social Services for child abuse prevention.

In 2011, Governor Brown's administration proposed a sweeping realignment of public safety programs that was designed to shift responsibilities for a designated set of safety related programs from state responsibility to counties. In addition, the shift moved financial responsibility from the state to counties relieving the state of a significant level of funding for

such programs. Later, the voter approved an increase in taxes to support county administration of those programs.

Among those programs realigned to counties under the public safety designation are Child Protective Services and Child Welfare Services programs. The realignment includes categorical funds designated by state and federal sources for child abuse prevention (the funds described above with the exception of the birth certificate funds).

The realigning of these funds as a block to counties caused the Auditor to question whether there should be a Memorandum of Understanding between the Department of Social Services and the Child Abuse Prevention Council because realignment of the funds placed them under the administrative authority of the Department of Social Services. After reviewing the concerns raised by the Auditor, the Department found that we agreed with them.

In order to create the proper administrative mechanisms to satisfy the concerns raised by the Auditor, it is the Department recommends that the Board revisit the original designations made in Resolution 99-6224. With that in mind, the resolution before your Board today proposes to repeal and supersede Resolution 99-6224.

In its place it is proposed that the Board of Supervisors designate the Plumas County Department of Social Services as the designated administrator for categorical federal and state child abuse prevention, intervention and treatment funds except for those funds placed in the Children's Trust Fund (which include fees collected for birth certificates, donations, fees for service and other miscellaneous revenues) pursuant to California Health and Safety Code Section 103625. This aligns the administrative oversight of the funds with the actual realignment of the programs in the 2011 Public Safety Realignment.

The proposed changes would also change the employment relationship between the Child Abuse Council Coordinator and the County. Currently the Child Abuse Council Coordinator contracts with the Board of Supervisors. Under the proposed change, the Coordinator would contract with the Department of Social Services.

Last, the matter that initiated these recommendations was the question raised by the Auditor regarding a Memorandum of Understanding between the Department of Social Services and the Child Abuse Prevention Council. The Council, with the consent of the Department and under its prior authority, recommended (and the Board of Supervisors approved) current period contracts that are for a total of three years. The current three-year term commits funds for child abuse preventions from FY 2011-2012 through FY 2013-2014.

The Department is requesting authority from the Board to generate an interagency Memorandum of Understanding between the Child Abuse Prevention Council and the Department of Social Services which covers the period through June 2014. It is proposed that the MOU will continue the current administrative arrangement which is that the Council will administer contracted Child Abuse Prevention Intervention and Treatment (CAPIT) and Promoting Safe and Stable Families (PSSF) funds through the Child Abuse Council Coordinator and the Department of Social Services through June 2014.

It is additionally proposed that the MOU will contain language that specifies that should the CWS block of realigned funds for child abuse prevention change in any substantive way for the FY 2013-2014 period the Department shall have the authority to terminate existing sub-contracts. The MOU would terminate effective June 30, 2014 at which time the Department and the Council would generate a new agreement to be approved by the Board.

### **Financial Impact**

There is no financial impact to the County General Fund as a result of this proposed Resolution. All funds administered under this Resolution and proposed MOU are federal and state funds.

### **Other Agency Involvement**

County Counsel has assisted the Department with drafting the Resolution that is before your Board for approval today. The Department also reviewed with Counsel our recommendation to seek authority to craft and execute a Memorandum of Understanding with the Child Abuse Prevention Council without further Board involvement. Counsel concurs that given the fact that funding commitments have already been made by the Child Abuse Prevention Council through June 2014 that such a plan is appropriate.

In late April, the Director met with the Coordinator of the Child Abuse Prevention Council and the Council's Chair. The draft resolution was reviewed and suggestions were made for non-substantive modifications. Those recommendations were incorporated into the draft.

Subsequent to meeting with the Chair and the Coordinator, on May 3, 2013, the Social Services Director met with the Child Abuse Prevention Council at their regularly scheduled meeting. The Director reviewed the proposed Resolution and discussed plans for continuing to administer funds as recommended by the Council and approved by the Board for the period through June 2014. Because the item appeared on the Council's agenda as a report and not an action item, the Council was not able to take formal action on the recommended Resolution. However by acclamation and consensus, there appeared to be universal agreement with the need for the Resolution.

Copies:      PCDSS Management Staff  
                  Janine, Child Abuse Prevention Council Coordinator  
                  Joyce Scroggs, Chair, Child Abuse Prevention Council  
                  Human Services Department Heads  
                  Craig Settlemire, County Counsel  
                  Roberta Allen, Auditor-Controller

Enclosure

**RESOLUTION NO.\_\_\_\_\_**

**RESOLUTION DELINEATING THE POST-REALIGNMENT ROLES AND  
RESPONSIBILITIES OF THE PLUMAS COUNTY DEPARTMENT OF SOCIAL  
SERVICES AND THE PLUMAS COUNTY CHILD ABUSE PREVENTION COUNCIL  
WITH RESPECT TO STATE AND FEDERALS FUNDS FOR CHILD ABUSE  
PREVENTION**

WHEREAS, on November 10, 1992, through the approval of Resolution 92-5394, the Plumas County Board of Supervisors reaffirmed the establishment of the Plumas County Child Abuse Prevention Council to assist the county in matters relating to child abuse endangerment, and neglect, and to administer the Children's Trust Fund; and,

WHEREAS, on February 2, 1999, through the approval of Resolution 99-6224, the Plumas County Board of Supervisors designated the Plumas County Child Abuse Prevention Council to be the administrator for Child Abuse Prevention, Intervention and Treatment programs (CAPIT funding) and for funds as established by the California Department of Social Services Office of Child Abuse Prevention; and,

WHEREAS, under AB 118 enacted by the State Legislature and signed by the Governor in 2011, public safety programs, including funds for child abuse prevention, were realigned to counties; and,

WHEREAS the Board of Supervisors finds that the realignment of public safety programs creates the opportunity to better delineate roles and responsibilities of the Department of Social Services and the Child Abuse Prevention Council with respect to child abuse prevention, intervention, and treatment programs and funding.

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

1. The provisions of this resolution supersede and repeal any provisions to the contrary contained in any prior Board resolution, including, but not limited to, Board Resolution 99-6224.
2. The Board of Supervisors designates the Plumas County Department of Social Services as the designated administrator for federal and state child abuse prevention, intervention and treatment funds with the exception of those funds placed in the Children's Trust Fund from fees collected for birth certificates pursuant to California Health and Safety Code Section 103625.
3. The Department of Social Services shall exercise oversight over the expenditure of state and federal funds for child abuse prevention.
4. The Department may, in its discretion, continue to seek the advice and counsel of the Child Abuse Prevention Council with respect to the allocation of such

funds, and may contract for program administration through an independent contractor.

5. The Department shall, at least annually, deliver a report to the Board of Supervisors which describes how such funds were spent during the year, which local organizations were the beneficiary of such funds and the objectives that such fund allocations were intended to achieve.
6. Nothing in this resolution shall affect current fund allocations already approved by the Child Abuse Prevention Council. It is the Board's intent that current allocations of funds shall remain in place for the current funding cycle.

PASSED AND ADOPTED this \_\_\_ day of May, 2013, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

---

Chair, Board of Supervisors

ATTEST:

---

Clerk of the Board



# DEPARTMENT OF SOCIAL SERVICES AND PUBLIC GUARDIAN

183

Courthouse Annex, 270 County Hospital Rd., Suite 207, Quincy, CA 95971-9174

ELLIOTT SMART  
DIRECTOR

(530) 283-6350  
Fax: (530) 283-6368

DATE: MAY 2, 2013

TO: HONORABLE BOARD OF SUPERVISORS

FROM: ELLIOTT SMART, DIRECTOR  
DEPARTMENT OF SOCIAL SERVICES

SUBJ: BOARD AGENDA ITEM FOR MAY 21, 2013

RE: AUTHORIZATION FOR THE DEPARTMENT OF SOCIAL SERVICES TO  
COLLECT PRIVATE DONATIONS FOR THE ESTABLISHMENT OF A  
BETTY CORTEZ-YOUNG BENCH ON THE GROUNDS OF THE  
COURTHOUSE ANNEX

### It is Recommended that the Board of Supervisors

1. Approve the establishment of a fund controlled by the Auditor-Controller for the purpose of retaining private donations to be used to construct or purchase a bench dedicated to the memory of Betty Cortez-Young.
2. Authorize the Department of Social Services to collect donations and to work with Facility Services to either construct or purchase a wooden bench when funds are sufficient to do so.

### Background and Discussion

The Board of Supervisors is already aware that Betty Cortez-Young passed away on April 9, 2013, while performing her duties as an employee of the Department of Social Services. The Board is also aware that Ms. Cortez-Young initially placed in the Department as a Comprehensive Employment and Training Act placement for two years prior to securing a full time County position that ultimately led to a 39 year career of service to the Department.

The Department notes that it is the very rare circumstance where an employee experiences a career of the length that Betty's did and still be in service to the County at the time of her passing. With that unique and rare circumstance surrounding the event of her passing, there have been inquiries to the Department about the possibility of establishing an account for the receipt of private donations that could be used to either construct or purchase a suitable bench on the grounds of the Courthouse Annex that

would be placed in memory of Betty Cortez-Young. Given these circumstances, this is the sort of rare circumstance that the Department believes warrants the Board's authorization and approval.

### **Financial Impact**

There is no financial impact to the County as all of the funding for this project would come from private sources.

### **Other Agency Involvement**

Both the Auditor and County Counsel have been consulted regarding this project and have not raised any concerns about proceeding with it.

Copy: DSS Management Staff  
Roberta Allen, Auditor-Controller  
Craig Settlemire, County Counsel



PLUMAS COUNTY PROBATION DEPARTMENT  
SHARON L. REINERT  
CHIEF PROBATION OFFICER  
270 County Hospital Road, Ste. 128., Quincy, CA 95971  
(530) 283-6200 Fax (530) 283-6165

dc

**DATE:** May 21, 2013

**TO:** The Honorable Board of Supervisors

**FROM:** Lori Beatley, Acting Chief Probation Officer

**SUBJECT:** Probation General Fund Request to Fill Vacant Position

**Recommendation:**

Authorize the Probation Department to fill a vacant, funded, 1.0 FTE Legal Services Assistant I/II position that is available due to the employee's transfer to another county department.

**Background:**

The Probation Department's Legal Services Assistant I/II is a critical, integral administrative support position that not only assists the front office in dealing with phone calls, new clients, check-ins, scheduling clients, and case information data entry, but also the probation officers in drafting petitions for revocation, expungements, the sealing of cases, progress reports, statistical reporting to state agencies, accessing California Law Enforcement Terminal criminal records, and accompanying the officers to court during hearings.

Currently, the Probation Department is utilizing the part-time services of a retired, PERS, extra-help employee until the position can be permanently filled.



**PLUMAS COUNTY PROBATION DEPARTMENT**  
**SHARON L. REINERT**  
**CHIEF PROBATION OFFICER**

270 County Hospital Road, Ste. 128., Quincy, CA 95971  
(530) 283-6200 Fax (530) 283-6165

**DATE:** May 21, 2013

**TO:** The Honorable Board of Supervisors

**FROM:** Lori Beatley, Acting Chief Probation Officer

**SUBJECT:** 20401 Intra-Departmental Budget Transfers

**Recommendation:**

Approve Probation Department \$272.75 budget transfer requests within Probation-Evidence-Based Supervision, 20401, to clean up and exhaust all funding in this expired grant (3/31/13):

<b>FROM</b>		<b>TO</b>	
Other Wages	19.75	Unemployment Insurance	1.68
Retirement	94.03	FICA/Medicare	139.00
Computers	138.83	Compensation Insurance	24.67
Professional Services	20.14	Liability Self-Fund Insurance	8.49
		Overhead	98.91

**Background:**

The Probation Department's CalEMA Evidence-Based Supervision Grant Department 20401 expired March 31, 2013. In order to exhaust all funding in accordance with the grant's requirements, this budget transfer request is made to zero out line items and pay for administrative overhead.

The transfers have been reviewed by the Auditor.

**COUNTY OF PLUMAS**  
**REQUEST FOR BUDGET APPROPRIATION TRANSFER**  
**OR SUPPLEMENTAL BUDGET**

**TRANSFER NUMBER**  
(Auditor's Use Only)

Department: PROBATION-EVIDENCE BASED SUPERVISION

Dept. No: 20401

Date 3/29/2013

The reason for this request is (check one):

A. <input type="checkbox"/>	Transfer to/from Contingencies OR between Departments	Board
B. <input type="checkbox"/>	Supplemental Budgets (including budget reductions)	Board
C. <input type="checkbox"/>	Transfers to/from or new Fixed Asset, within a 51XXX	Board
D. <input checked="" type="checkbox"/>	Transfer within Department, except fixed assets	Auditor
E. <input type="checkbox"/>	Establish any new account except fixed assets	Auditor

TRANSFER FROM OR

## SUPPLEMENTAL REVENUE ACCOUNTS

(CHECK "TRANSFER FROM" IF TRANSFER WITHIN EXISTING BUDGET, CHECK "SUPPLEMENTAL REVENUE" IF SUPPLEMENTAL, NEW UNBUDGETED REVENUE)

## TRANSFER TO OR

## SUPPLEMENTAL EXPENDITURE ACCOUNTS

(CHECK "TRANSFER TO" IF TRANSFER WITHIN EXISTING BUDGET, CHECK "SUPPLEMENTAL EXPENDITURE" IF SUPPLEMENTAL, NEW UNBUDGETED EXPENSE)

Supplemental budget requests require Auditor/Controller's signature

Please provide copy of grant award, terms of award, proof of receipt of additional revenue, and/or backup to support this request.

## FILE COPY



# Office of the Sheriff 2D

1400 E. Main Street, Quincy, California 95971 • (530) 283-6375 • Fax 283-6344

GREGORY J. HAGWOOD  
SHERIFF/CORONER

## Memorandum

**DATE:** **May 9, 2013**

**TO:** **Honorable Board of Supervisors**

**FROM:** **Sheriff Greg Hagwood**

**RE:** **Agenda Item for the meeting of June 4, 2013**

**Recommended Action:**

Approve supplemental budget request in the amount of \$10,000.00 for Dept. 70362 – Sheriff AB109 budget.

**Background and Discussion:**

On December 19, 2012 the CCP approved an allocation of an additional \$10,000 to the Sheriff's AB109 budget for inmate medical and prescription expenses. At the time of the request, the jail was housing several inmates with high medical and prescription costs and the expenditures were on track to exceed the original funding allocation. However, in order to halt this trend and save money, alternative sentencing methods were used in order to reduce costs and therefore a supplemental budget was not submitted for the funding.

It has now been determined that this \$10,000 is needed in wages to cover a shortage there. The wages were originally budgeted for entry level positions for the entire fiscal year but the employees have received merit increases and are actually at higher rates than what was projected in the budget. In addition to the difference in wages, the budget estimates do not include amounts for shift differential because the amounts vary depending on scheduling. The CCP approved moving this allocation of \$10,000 from medical expenses to wages on May 1, 2013.

A supplemental budget is now requested for this additional CCP approved AB109 funding.

**COUNTY OF PLUMAS**  
**REQUEST FOR BUDGET APPROPRIATION TRANSFER**  
**OR SUPPLEMENTAL BUDGET**

TRANSFER NUMBER

*<sup>6</sup>Auditor's Use Only)*

Department: AB109 - SHERIFF

Dept. No: 70362

Date 5/9/2013

The reason for this request is (check one):

- A.  Transfer to/from Contingencies OR between Departments
- B.  Supplemental Budgets (including budget reductions)
- C.  Transfers to/from or new Fixed Asset, out of a 51XXX
- D.  Transfer within Department, except fixed assets, out of a 51XXX
- E.  Establish any new account except fixed assets

### **Approval Required**

### Board

## Board

## Board

### **Auditor**

## Auditor

TRANSFER FROM OR

**SUPPLEMENTAL REVENUE ACCOUNTS**

TRANSFER FROM OR  SUPPLEMENTAL REVENUE ACCOUNTS  
(CHECK "TRANSFER FROM" IF TRANSFER WITHIN EXISTING BUDGET, CHECK "SUPPLEMENTAL REVENUE" IF SUPPLEMENTAL, NEW UNBUDGETED REVENUE)

## TRANSFER TO OR

## **SUPPLEMENTAL EXPENDITURE ACCOUNTS**

(CHECK "TRANSFER TO" IF TRANSFER WITHIN EXISTING BUDGET, CHECK "SUPPLEMENTAL EXPENDITURE" IF SUPPLEMENTAL, NEW UNBUDGETED EXPENSE)

Supplemental budget requests require Auditor/Controller's signature

Please provide copy of grant award, terms of award, proof of receipt of additional revenue, and/or backup to support this request.

In the space below, state (a) reason for request, (b) reason why there are sufficient balances in affected accounts to finance transfer, (c) why transfer cannot be delayed until next budget year (attach memo if more space is needed) or (d) reason for the receipt of more or less revenue than budgeted.

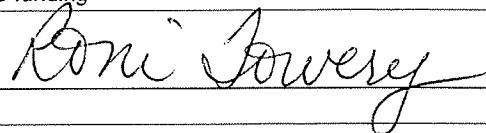
A) Supplemental budget request to cover shortage in wages

B) N/A

C) Expenses to be incurred this fiscal year

D) CCP approved request for additional \$10,000 from Ab109 funding

Approved by Department Signing Authority:



Approved/ Recommended

Disapproved/ Not recommended

Auditor/Controller Signature:

Board Approval Date:

Agenda Item No.

Clerk of the Board Signature:

Date Entered by Auditor/Controller:

Initials:

#### INSTRUCTIONS:

Original and 1 copy of ALL budget transfers go to Auditor/Controller. If supplemental request they must go to the Auditor/Controller. Original will be kept by Auditor, copies returned to Department after it is entered into the system.

Supplemental transfer must have Auditor/Controllers signature. Auditor/Controller will forward all signed, supplemental transfers to the Board for approval.

If one copy of agenda request and 13 copies of Board memo and backup are attached, the entire packet will be forwarded, after all signatures are obtained, to the Clerk of the Board. If only the budget form is sent, it will be returned to the Department after all signatures are obtained.

Transfers that are going to be submitted to the Board for approval:

- A. Must be signed by the Auditor/Controller; if supplemental must be signed by the Auditor/Controller.

# Plumas County Community Corrections Partnership

## EXECUTIVE COMMITTEE

Sharon Reinert, Chief Probation Officer-Chair  
Judge Ira Kaufman  
David Hollister, District Attorney  
Greg Hagwood, Sheriff  
Mimi Hall, Director of Public Health  
Douglas Prouty, Public Defender

## MEETING MINUTES

Regular Meeting of the Community Corrections Partnership Committee  
On December 19, 2012, Board of Supervisors Room 308, Courthouse, Quincy, California.

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### 10:30 a.m. **Call to Order/Roll Call**

Roll call.

Executive Members present: David Hollister, Doug Prouty, Greg Hagwood, Mimi Hall, Sharon Reinert (Deborah Norrie, present)  
Not Present: Ira Kaufman  
In attendance, Monica Richardson, Secretary of the Committee.

### **Additions to or deletions from the agenda: None**

#### **Public Comment:**

Lori Simpson shared that she and Jon Kennedy attended the Second Annual AB109 Conference in Sacramento on November 1 and 2<sup>nd</sup>. She provided a flowchart obtained from Glenn County that maps their re-entry/post release program. Mimi Hall offered that she had additional information and might be able to have them come to Plumas to discuss their programs.

1. **Ancillary Services Update, Pod/Space Recommendation.** After discussion, **Motion:** Have the CCP Executive Committee identify an appropriate space in the annex and then present a request to have the Board of Supervisors designate that space for service delivery. **Action:** Approve, **Moved by** Greg Hagwood, **Seconded by** Doug Prouty.  
**Vote:** Motion carried unanimously (summary: Ayes=5).  
**Yes:** Greg Hagwood, David Hollister, Doug Prouty, Mimi Hall, Sharon Reinert.
2. **Sheriff's request for additional funds.** After discussion, **Motion:** Allocate an additional \$10,000 to the jail for inmate medical and prescription expenses. **Action:** Approve, **Moved by** Mimi Hall, **Seconded by** David Hollister.  
**Vote:** Motion carried by majority roll call vote (summary: Ayes=4, Noes=1).  
**Yes:** Greg Hagwood, David Hollister, Doug Prouty, Mimi Hall.  
**Noes:** Sharon Reinert.
3. **Second Chance, Request for Jail Program Funding.** After discussion, **Motion:** Table for further review. **Action:** Approve, **Moved by** David Hollister, **Seconded by** Mimi Hall.  
**Vote:** Motion carried unanimously (summary: Ayes=5).
4. **Presiding Judge Designating Deborah Norrie as Non-Voting Representative at CCP.** No reportable action taken.

Approval of minutes.

Motion made by David Hollister to adopt the November 21, 2012 meeting minutes as written. Seconded by Doug Prouty. All in favor, none opposed; Motion Carried.

#### **Adjournment:**

Adjourned to meet again on Wednesday, January 16, 2013, at 10:30 a.m. in the Board of Supervisors Room 308, Plumas County Courthouse, Quincy, California.

# Plumas County Community Corrections Partnership

## EXECUTIVE COMMITTEE

Sharon Reinert, Chief Probation Officer-Chair  
Judge Ira Kaufman  
David Hollister, District Attorney  
Greg Hagwood, Sheriff  
Mimi Hall, Director of Public Health  
Douglas Prouty, Public Defender

## MEETING MINUTES

Regular Meeting of the Community Corrections Partnership Committee  
On May 1, 2013, Board of Supervisors Room 308, Courthouse, Quincy, California.

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### 10:30 a.m. **Call to Order/Roll Call**

Roll call.

Executive Members present: David Hollister; Greg Hagwood; Doug Prouty; Mimi Hall; Deborah Norrie, Plumas Superior Court designee; Lori Beatley, Acting Chief Probation Officer  
Not Present: Sharon Reinert, Chief Probation Officer  
In attendance, Monica Richardson, Secretary of the Committee.

### **Additions to or deletions from the agenda: None**

Public Comment: Barbara Palmerton, District Attorney's Office, is currently working on a federal grant through the Bureau of Justice Assistance. She will send out the RFA to the committee. The grant application is due May 16, 2013.

### **Department/Agency Announcements/Reports**

Stephanie Tanaka made a presentation regarding the Day Reporting Center (DRC) and its growing client list and services. Acting Chief Lori Beatley requested input from public safety members for the Board of State and Community Corrections Request for Information. Formation of a sub-committee was established comprised of Stephanie Tanaka, Louise Steenkamp, Charla Rush, Barbara Palmerton, Sheriff's Office/Jail, and Lori Beatley. Sub-committee will report back to CCP. Acting Chief Lori Beatley presented an update of the Post Release Community Supervision (PRCS) population being supervised by the Probation Department. Monica Richardson, CCP Secretary, shared the Sheriff's Office and Probation Department's AB109 related to-date expenditures and projections through the end of the fiscal year. Barbara Palmerton and Monica Richardson will work with Plumas County Auditor Roberta Allen to audit AB109 revenue received to date and report back to CCP.

### **Agenda:**

1. **Increasing Access to Services for Individuals in the Criminal Justice System-Mimi**  
**No reportable action taken.**
2. **Sheriff's Request for AB109 Budget Modification-Sheriff Hagwood.** Approve and authorize modification of Sheriff's AB109 budget moving \$10,000 from inmate medical and prescription costs to wages. After discussion, **Motion:** Approve Sheriff's request to authorize modification of AB109 budget moving \$10,000 from inmate medical and prescription costs to wages. **Action:** Approve, **Moved by** David Hollister, **Seconded by** Doug Prouty.  
**Vote:** Motion carried by unanimous roll call vote (summary: Ayes=5, Noes=0).  
**Yes:** Mimi Hall, Lori Beatley, Greg Hagwood, David Hollister, Doug Prouty.
3. **Mechanism for CCP Meeting Maintenance in the Event the Chair Cannot Attend-David Hollister.** Discussion and possible direction to staff.  
**No reportable action taken.**
4. **Amendment of Bylaws-David Hollister.** Discussion regarding amendment of the CCP Bylaws to designate an executive committee member to run the meetings in the absence of the Chair. **Motion:** Approve the designation of District Attorney David Hollister, executive committee member to run the CCP meetings in the absence of the Chair.  
**Action:** Approve, **Moved by** Mimi Hall, **Seconded by** Lori Beatley.  
**Vote:** Motion carried by roll call vote (summary: Ayes=4, Abstain=1).  
**Yes:** Greg Hagwood, Doug Prouty, Mimi Hall, Lori Beatley.  
**Abstain:** David Hollister.

Approval of minutes.

Motion made by Douglas Prouty to adopt the March 20, 2013 meeting minutes as written. Seconded by Greg Hagwood. All in favor, none opposed; Motion Carried.

**Adjournment:**

Adjourned to meet again on Wednesday, May 15, 2013, at 10:30 a.m. in the Board of Supervisors Room 308, Plumas County Courthouse, Quincy, California.

3A

**NOTICE OF PUBLIC HEARING  
APPLICATION FOR MUSIC FESTIVAL  
BELDEN TOWN RESORT**

**“PRICELESS”  
“SUNSET CAMPOUT”**

**CORRECTION TO PUBLIC NOTICE PUBLISHED ON MAY 08, 2013**

The Plumas County Board of Supervisors will be holding a public hearing on the following matter on Tuesday, **May 21, 2013** at 11:15 a.m. in the Board of Supervisor Room 308, Courthouse, Quincy, California.

Pursuant to Ordinance 02-967 regarding “Outdoor Festivals”, application has been received from Belden Town Resort for outdoor music festivals:

**“PRICELESS” TO BE HELD JULY 04 - 07, 2013**

**“SUNSET CAMPOUT” TO BE HELD JULY 19 - 22, 2013**

The Board will take public input and comments about this event, and conditions appropriate for the permit.

For further information on the above hearing please contact: the Clerk of the Board at (530) 283-6170.

Written comments should be mailed to the Plumas County Board of Supervisors, 520 Main Street, Room 309, Quincy, California 95971.

Publication: FRB May 15, 2013

**NOTICE OF PUBLIC HEARING  
APPLICATION FOR MUSIC FESTIVAL  
BELDEN TOWN RESORT**

**“PRICELESS”  
“SUNSET CAMPOUT”**

The Plumas County Board of Supervisors will be holding a public hearing on the following matter on Tuesday, **May 21, 2013** at 11:15 a.m. in the Board of Supervisor Room 308, Courthouse, Quincy, California.

Pursuant to Ordinance 02-967 regarding “Outdoor Festivals”, application has been received from Steve Emmerich for outdoor music festival to be held in Twain, California, property owned by Delbert and Donna Lehr running adjacent to Butterfly Road near 130 Twain Store Road:

**“PRICELESS” TO BE HELD JULY 04 - 07, 2013**

**“SUNSET CAMPOUT” TO BE HELD JULY 19 - 22, 2013**

The Board will take public input and comments about this event, and conditions appropriate for the permit.

For further information on the above hearing please contact: the Clerk of the Board at (530) 283-6170.

Written comments should be mailed to the Plumas County Board of Supervisors, 520 Main Street, Room 309, Quincy, California 95971.

Publication: FRB May 08, 2013

**PLUMAS COUNTY APPLICATION FOR MUSIC FESTIVAL LICENSE**  
**RECEIVED**  
(PURSUANT TO PLUMAS COUNTY ORDINANCE NO. 02-967)

APPLICATION MUST BE SUBMITTED 90 DAYS BEFORE COMMENCEMENT OF FESTIVAL

PLUMAS COUNTY TREASURER  
& TAX COLLECTOR

NONREFUNDABLE APPLICATION FEE \$250.00

LICENSE FEE \$150.00 PER EACH DAY OF EVENT

ADDITIONAL FEES MAY BE ADDED BY OTHER COUNTY DEPARTMENTS

**PLEASE PRINT AND COMPLETE ALL QUESTIONS ON THIS FORM**

This application will be sent to the following agencies for comment prior to the public hearing set by the Board of Supervisors; Sheriff, Public Health, Environmental Health, District Attorney, Planning & Building Services, Engineering, Public Works, CalFire, CalTrans, USDA/USFS.

*Ivan Coffman*  
Name of Applicant: Richard W Folen Manager Date: 4/2/13  
(If applicant is a partnership, include names and addresses of all partners; if a corporation the application shall be signed by the president and attested by the secretary).

Residence Address: 14785 Belden Town Rd Belden Ca 95971 Date of Birth: 11/5/79

Mailing Address: POBox 3256 Quincy Ca 95971 Phone: (530) 284 6154

Owner of Business/Real Property: Ivan Coffman  
(Provide proof of ownership and written consent of all owners).

Location of Business/Property: BTR&L  
(Include ALL lands being used for the festival; include legal descriptions and maps).

Name of Music Festival: Priceless Music Festival Date/Time of Festival: 7/4 - 7/6 out 7/

Web Site Address: http://priceless.false-profit.com E-mail Address: Orange@false.profit.com

Estimate number of persons; including staff, participants, spectators, etc.: 800

Provide detailed explanations of the program and plans to provide for the following (attach additional pages if necessary and contracts if available):

1. Police and Fire Security Protection:

*See attached for 1-10*

2. Water and Food Supplies (a food event coordinator is required if food booths will be part of the festival, the coordinator must contact Environmental Health at least 4 weeks in advance):

## OUTDOOR FESTIVAL RESOLUTION 02-967

### APPLICATION CHECKLIST

A. Identity of group, "Priceless (false profit) music festival" MaryAnn Hulsman(530)-400-3351

B. Location of event, Belden Town Resort and Lodge @14785 Belden Town Road Belden, Ca. 95915 PH # (530)283-9662

C. Dates, July 4<sup>th</sup> July 6<sup>th</sup> out on July 7<sup>th</sup> 2013

D. Estimate of numbers (attendance) 800 Including staff +Artists

E. Programs and plans to provide;

Police and Fire Security Protection; Belden's security team combined with Promoters security team that work together, everyone is well marked and all have radio's for a quick response for people. There will be 24 hr. security. Belden has 2 water sources and a new state of the art fire system.

Water and Food Supplies; Belden has two water sources, plus we sell bottled water in the store. We have a fresh water fountain available to all. There are flyers passed out to everyone reminding them to stay hydrated and healthy. The restaurant will be open 7am until 10 pm., otherwise there is always the store that we keep fully stocked this time of year.

Sanitation Facilities and Services; We will be using Plumas Sanitation out of Portola. They will bring 20 porta-potties and 2 wash stations. We have bathrooms in the lodge, two outdoor bathrooms, plus ten cabins with bathrooms.

Medical; As requested by Plumas County the medical tent will be set up at Facilities and Services; the old garage (less than 50 ft. from the bridge) with 24 hr. staff.

Vehicle Parking Space; There are 80 parking passes sold. Our devoted team will coordinate the parking on property in accordance with the rules. The rest of the vehicles will be parked at Jack's Place and shuttled over. We are pulling permits through Cal-trans to do so. You can verify through Fred Chaffin 530-225-3121, or Carla 530-225-3097. We will also place a dumpster and 2 porta-potties at the parking area.

Access/On Site Traffic Control; We will have already made plans to pick up the "special event" signs so people know to slow down while people are turning onto the bridge from hwy 70. No one will be stopped to check in until they are in the upper parking lot at Belden, for traffic control.

Over night Camping/Lighting; Belden has our own street lights. Along with the fact the parties are pretty dressed up with all kinds of lighting.

Provisions for Spectators Over & Above Estimates; The promoters have and are pulling permits through Mt. Hough Forest Service for the abandoned park just west of Belden. Verify through Erica.

Clean up/Rubbish Removal; The Belden Staff along with the music festival clean up crew will work together and we will be using a dumpster provided by Plumas Sanitation.

**Policing of Activity -**

Belden has a security team. Walkers father, head of security has been with us for four yrs. BC Cameron out of Willows, he is a EMT, does professional security for the Glenn County Fair and Stoneyford Rodeo, ambulance at Thunderhill Race Track, is Chief of Glenn-cadora Fire, Captain of Knawha Fire, Captain of Glenn County Search & Rescue and retired Lt. of Willows Fire. Along with his hand picked team, united with the professionally hired team from promoters. All of us carrying radios to assure immediate response to any red flag or emergency. We are sincere and take very serious the safety of our guest.

**Maps -**

See attached

**Letters of Permission from Property Owner -**

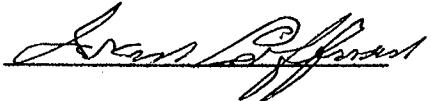
See attached

Belden Town Resort  
14785 Belden Town Rd.  
Belden, Ca. 95915

To Whom It May Concern,

I, Ivan Coffman owner of Belden Town Resort and Lodge, give my permission for  
Priceless Music Festival To take place on July 4<sup>th</sup>-5<sup>th</sup>, 6<sup>th</sup> 2013. At  
Belden Town Resort, 14785 Belden Town Rd. Belden, ca. 95915.

Thank you,



Ivan Coffman- Owner, Belden Town Resort and Lodge

# PLUMAS COUNTY APPLICATION FOR MUSIC FESTIVAL LICENSE

(PURSUANT TO PLUMAS COUNTY ORDINANCE NO. 02-967)

APPLICATION MUST BE SUBMITTED 90 DAYS BEFORE COMMENCEMENT OF FESTIVAL

NONREFUNDABLE APPLICATION FEE \$250.00

LICENSE FEE \$150.00 PER EACH DAY OF EVENT

ADDITIONAL FEES MAY BE ADDED BY OTHER COUNTY DEPARTMENTS

## PLEASE PRINT AND COMPLETE ALL QUESTIONS ON THIS FORM

This application will be sent to the following agencies for comment prior to the public hearing set by the Board of Supervisors; Sheriff, Public Health, Environmental Health, District Attorney, Planning & Building Services, Engineering, Public Works, CalFire, CalTrans, USDA/USFS.

Name of Applicant: Richard W Folen Manager Date: 4/2/13

(If applicant is a partnership, include names and addresses of all partners; if a corporation the application shall be signed by the president and attested by the secretary).

Residence Address: 14785 Belden Town Rd Belden Ca 95971 Date of Birth: 11/5/79

Mailing Address: POBox 3256 Quincy Ca 95971 Phone: (530) 284 6154

Owner of Business/Real Property: Ivan Goffman  
(Provide proof of ownership and written consent of all owners).

Location of Business/Property: BTR&L  
(Include ALL lands being used for the festival; include legal descriptions and maps).

Name of Music Festival: Sunset campout Date/Time of Festival: 7/19 - 7/21 - Out 7/22

Web Site Address: pacificsound.net E-mail Address: j-bird@pacificsound.net

Estimate number of persons; including staff, participants, spectators, etc.: 1100

Provide detailed explanations of the program and plans to provide for the following (attach additional pages if necessary and contracts if available):

### 1. Police and Fire Security Protection:

*See attached for 1-10*

**RECEIVED**

APR 04 2013

PLUMAS COUNTY TREASURER  
& TAX COLLECTOR

### 2. Water and Food Supplies (a food event coordinator is required if food booths will be part of the festival, the coordinator must contact Environmental Health at least 4 weeks in advance):

Darral Smith  
REC'D APR 18 2013  
Belden, Ca. 95915  
APR 18 2013  
PLUMAS COUNTY  
BOARD OF SUPERVISORS

To: Board of Supervisors  
RE: Belden parties  
4-13-2013

The Belden events be a nuisance  
in the canyon because of the Resorts Failure to Follow rules  
and years of security failure.

3A

Last year after the 3rd event, the reasons came to light. I got a call from Julie Meecham, she is the woman that owns the summer cabin closest to the Belden Resort. She was up to check on <sup>her</sup> house when the "head of security" came by in his ATV. B.C. Walker is his name, he is the same Failed Security the resort keeps hiring for several years now. He told Julie Meecham how he and his daughter Karen (previous manager) are long time Family Friends of Sheriff Hagwood. Then he started to bad mouth me because I videotape the resorts failure to follow the rules. Julie told B.C. Walker that I was a Friend of hers, and I keep an eye on her house for her, he quickly sped off on his ATV.

This explains why for years the sheriff continues to Vouch for the resort, extending the "Good ole Boy" Favor that is so common in small towns. I've been in Plumas County 43 years, my Father was a deputy here in the 70's (Chuck Smith).

This also explains why the sheriff fails to enforce the statewide quiet ordinance (10 pm - 6 am) the music runs all night as a special Favor to his Friends.

This would also explain why the sheriff told the former C.H.P. commander Carpenter "Hands off" the Belden events.

↑  
exact words he told me

I called Carpenter last summer on the very first event when cars were parked on both sides of Hwy 70 By Belden bridge, and the rest area was jam packed with partiers, and even tents were set up there and along Hwy 70 (on video).

The C.H.P. couldn't do nothing because of sheriffs orders. Yet that morning when I called sheriffs office to get someone down here, I was told no deputies were available.

That morning I also took video of the security people, both of them were sound asleep at the security desk, neither one of them awake while I stoped to video them. No sign of the sheriff's buddy B.C. Walker.

That event was supposed to have a 400 person cap, 3,000 tickets were sold. Since the resort won't comply with last years rules, This year the cap moves up to 1,250 ! Are you kidding me ! Who is the Idiot that came up with the new number ?

I heard the fire evacuation plan, Is a Joke! Not one of you supervisors said how the fire engines are going to access the county roads on the south side of the single lane Belden bridge after the partiers walk out and all the cars <sup>are</sup> left behind denying any access for fire fighters & their equipment. Even after last years huge fires public safety is still Low Priority to you supervisors, because you all voted to increase the attendance cap, craming more people on the minescale (2.5 acres) event area. What's it going up to next year 5,000 ? also can you supervisors request the C.H.P. get involved ?

David J. Bent

*3B*

**NOTICE OF PUBLIC HEARING**  
**APPLICATION OF HIGH SIERRA MUSIC FESTIVAL**

The Plumas County Board of Supervisors will be holding a public hearing on the following matter on Tuesday, May 21, 2013 at 11:15 a.m. in the Board of Supervisor Room 308, Courthouse, Quincy, California.

Pursuant to Ordinance 02-967 regarding "Outdoor Festivals", application has been received from the High Sierra Music Festival to be held July 04 – 07, 2013 in and around the Plumas-Sierra County Fairgrounds, Quincy, California.

The Board will take public input and comments about this event, and conditions appropriate for the permit.

For further information on the above hearing contact: Clerk of the Board at (530) 283-6170.

Written comments should be mailed to the Plumas County Board of Supervisors, 520 Main Street, Room 309, Quincy, California 95971.

Publication: FRB May 08, 2013



PO Box 99529 • Emeryville CA 94662-9529  
Phone 510-420-1529 • Fax 510-420-1589  
[www.highsierramusic.com](http://www.highsierramusic.com)

### APPLICATION FOR OUTDOOR FESTIVAL PERMIT 2013

**Identity:**

High Sierra Music Inc.  
3254 Adeline St., Ste 240  
Berkeley CA 94703  
510-420-1529

**Corporate officers:**

Rebecca Sparks  
President; Secretary  
6105 Arlington Blvd.  
Richmond CA 94805

David Margulies  
Chief Financial Officer  
1131 Greenmeadows Way  
Ashland OR 97520

Roy Carter  
VP of Marketing and Operations  
138 Greenbank Ave.  
Piedmont CA 94611

**Location:**

- Plumas-Sierra County Fairgrounds, 204 Fairgrounds Rd., Quincy CA 95971
- Richard Leonhardt's property, 230 Railway Ave., Quincy CA 95971 (parking)
- Ray Huntington's property, Huntington Equipment, Quincy, CA 95951 (RV parking)
- Pioneer Park Eastern Annex, Quincy, CA (parking and camping)
- Danny Leonhardt's property, 500 N. Mill Creek Rd., Quincy CA 95971 (parking)

**Dates:**

July 4 – 7, 2013

Estimated attendance: 8,000

**(1) Police and Fire:**

Plumas County Sheriff's Office and Quincy Fire have jurisdiction over the fairgrounds. See (10) below for more details on security personnel.

We have strict regulations prohibiting campfires, fireworks, and open BBQ's and grills. These will be strictly enforced. Security personnel will have access to fire extinguishers. Fire extinguishers will be attached to golf carts of key personnel. Fire lanes are maintained throughout camping areas.

**(2) Water and food supplies:**

Potable water tanks will be placed in the camping areas with potable water. The water will come from the East Quincy Services District, be put into water tanks, and transported by our own vehicle. The water tank will be of an approved type for the storage and service of potable water. There will be food vendors on site who will obtain temporary food booth permits from the Department of Environmental Health. Campers are also welcome to supply their own food.

**(3) Sanitation:**

Portable toilets will be placed liberally throughout camping areas and parking areas. They will be serviced three times daily. Total number of toilets leased will exceed 100, not including the permanent facilities at the Fairgrounds.

**(4) Medical:**

Our experienced medical team will address most minor medical problems from headaches, over-exposure to the sun, and cuts and bruises. A medical crew will be on-site comprised of doctors, nurses, and EMTs with basic first aid supplies. The medics are based in the music area in a tent during the day, and post at night located near the Livestock office. There is at least one MD on call 24 hours a day. There is a dedicated radio channel for medical. Anything deemed beyond the scope of what we can provide on-site will be referred for transport to the local hospital. In that event, our medical staff will stabilize and prepare the patient for transport. There will be a key to Gate 2 at a fixed position in the medical tent, and all emergency transports will take place at Gate 2 adjacent to the Livestock office.

**(5) Parking:**

Ample parking will be provided by the combination of properties leased (see above). Vehicles parked on the Fairgrounds will not be allowed to drive in and out in order to minimize vehicle traffic within the Fairgrounds. In order to prevent traffic backups the first day of the event, we will be staging vehicles on the Leonhardt property, and metering cars out a few at a time for entry into the Fairgrounds. Professional parking staff will be attending vehicles, with special attention and extra staff on the first day when it is needed most.

**(6) Vehicle access/on-site traffic control**

All vehicles gaining entrance to the fairgrounds will have a vehicle pass. Security personnel will be collecting these passes upon entering the fairgrounds, and the vehicles will not have in and out privileges throughout the weekend. Once they are parked, they must remain there for the duration. If they leave, they will not regain entry until the end of the festival. A limited number of staff vehicles will have in and out privileges. These vehicles will have unique decals on their windshields.

**(7) Illumination:**

We will provide supplemental lighting in areas where people are camping, as deemed appropriate by festival staff.

**(8) Excess spectators**

In the event the festival is sold out, excess spectators will be turned away at the box office. Signs will be posted indicating a sell out, and capacity is full.

**(9) Cleanup**

A professional event trash & recycling company, Clean Vibes, will be contracted to handle the solid waste and cleanup of the festival within the festival grounds. They will service garbage and recycling stations throughout the festival grounds, and be responsible for cleanup after the event. A dumpster will be placed in the auxiliary parking/camping areas, and trash and recycling stations will be placed at strategic points in the camping areas. They will be serviced daily. Feather River Disposal will be contracted to provide and transport dumpsters of solid waste.

**(10) Policing activity**

There are a minimum of 55 fixed positions and 52 roving security personnel 24 hours a day. Supervisors and staff are assigned to 7 areas of the festival & campgrounds. Plain clothed security patrol campgrounds and alert Miller Events, our security company, of any breaches. Plumas County Sheriff's Office will be called if there is a situation that requires intervention from law enforcement.



# DEPARTMENT OF SOCIAL SERVICES AND PUBLIC GUARDIAN

Courthouse Annex, 270 County Hospital Rd., Suite 207, Quincy, CA 95971-9174

ELLIOTT SMART  
DIRECTOR

(530) 283-6350  
Fax: (530) 283-6368

DATE: MAY 7, 2013

TO: THE HONORABLE BOARD OF SUPERVISORS

FROM: ELLIOTT SMART, DIRECTOR  
DEPARTMENT OF SOCIAL SERVICES

SUBJ: AGENDA ITEM FOR MAY 21, 2013, CONSENT AGENDA

RE: APPROVAL AND AUTHORIZATION TO SIGN TWO AMENDED AND  
RESTATED CONTRACTS TO CARRY OUT DESIGNATED ACTIVITIES  
ASSOCIATED WITH THE CHILD WELFARE SERVICES OUTCOME  
IMPROVEMENT PROJECT (CWSOIP)

### It is Recommended that the Board of Supervisors:

1. Approve and authorize the Social Services Director to sign two enclosed contracts to implement designated activities associated with the Child Welfare Services Outcome Improvement project as indicated below:
  - a. Department of Social Services and the Plumas Crisis Intervention and Resource Center in the amount of \$66,664.
  - b. Department of Social Services and Plumas Rural Services in the amount of \$15,000
2. Authorize the Department of Social Services to extend the agreements for an additional period not to exceed twelve calendar months subject to the continuing availability of State General Fund support for this program and an agreement regarding the scope of work to be performed and compensation available under an extended agreement.

### Background and Discussion

Since July, 2005, the Department of Social Services has been engaged in activities associated with the Child Welfare Services Outcome Improvement Project (CWSOIP). Outcome Improvement is a set of systematic steps and program changes that are targeted to improving the safety of children that come into contact with or who are at risk of coming into contact with the child welfare system. Elements of the CWSOIP are also targeted toward helping transitioning youth who are exiting foster care to engage in activities that are likely to improve their success in moving to independent living.

During the eight years that the Department has been engaged in CWSOIP, your Board has approved several Child Welfare Program Self-Assessments and Outcome Improvement Plans. Elements of the projects are focused on shared responsibility (typically with community based partners) to promote child safety and early intervention to keep at-risk families from entering the formal dependency system.

Despite its budget shortfall, the State has continued to invest funds in outcome improvement initiatives including Differential Response projects. This current term includes an initiative through Plumas Rural Services that directs activities toward strengthening families through a set of Nurturing Parent courses intended to promote parent strengths and intended to keep families out of the Child Welfare System.

In addition to the Differential Response initiative the agreement with the Plumas Crisis Intervention and Resource Center contains funding for the Independent Living Program services. These services target children transitioning from Foster Care to independent living. Enhanced ILP services were also identified as a target for improving outcomes for children.

The matter that is before the Board today is the approval of two contracts which continue the Department's investment in the Differential Response and CWSOIP initiatives.

#### **Financial Impact**

Funding for these agreements is available from the Department of Social Services allocation of funds for Child Welfare Services Outcome Improvement Program funds and from the Child Welfare Services Augmentation funds. Neither of these sources requires a match from Realignment funds. There is an approved appropriation in the 2012-2013 County Budget for these services.

#### **Other Agency Involvement**

The enclosed agreements have been approved by County Counsel.

PLUMAS COUNTY DEPT. OF SOCIAL SERVICES

  
\_\_\_\_\_  
ELLIOTT SMART, DIRECTOR

Copies: PCDSS Management Staff (memo only)

Enclosures: Proposed Contract with PCIRC  
Proposed Contract with PRS



# Office of the Sheriff 4B1

1400 E. Main Street, Quincy, California 95971 • (530) 283-6375 • Fax 283-6344

GREGORY J. HAGWOOD  
SHERIFF/CORONER

## Memorandum

**DATE:** May 9, 2013

**TO:** Honorable Board of Supervisors

**FROM:** Sheriff Greg Hagwood

**RE:** Agenda Item for the meeting of May 21, 2013

**RECOMMENDATION:**

Approve and sign service agreement with A & P Helicopters, Inc. (PCSO00001) in the amount of \$50,000.00.

**BACKGROUND & DISCUSSION:**

The Sheriff's Office utilizes the services of many vendors. All service agreements over \$10,000.00 require Board approval.

Attached is the service agreement between the County of Plumas, Office of the Sheriff and one of the vendors that provide helicopter rentals with licensed pilots for the Sheriff's law enforcement needs - A & P Helicopters, Inc. (PCSO00001).

This agreement has been approved by County Counsel and signed by the vendor. It is now being submitted for Board approval as per County policy and for Board signature on the agreement.

**PLUMAS COUNTY CLERK**

Recorder (530) 283-6218  
Registrar of Voters (530) 283-6256  
Records Management (530) 283-6007

520 Main Street, Room 102, Courthouse  
Quincy, CA 95971 \* Fax: (530) 283-6155



DATE: May 21, 2013 - Board Agenda

TO: Honorable Board of Supervisors, County of Plumas

FROM: Kathy Williams, Clerk-Recorder, County of Plumas

SUBJECT: Approval of Amended Agreement for Specialized  
Technology Services by High Desert Microimaging -  
Microfilm Restoration and Conversion Project

*Kathy Williams*  
Kathy Williams

Clerk – Recorder

Registrar of Voters

*Kathy Williams*  
kathywilliams@countyofplumas.com

*Melinda Rother*  
Melinda Rother

Assistant

*Melinda Rother*  
melindarother@countyofplumas.com

**IT IS REQUESTED THAT THE BOARD:**

1. Approve the amended agreement with High Desert Microimaging, Inc. for official records microfilm restoration and conversion. The amended agreement is to extend the current contract approved by the Board in September, 2011 for an additional 12 months to be able to complete the project.
2. Authorize Kathy Williams, the County Clerk-Recorder to sign the contract and enter into an agreement for these services with High Desert Microimaging, Inc.
3. Authorize the Auditor to pay the claims presented for High Desert Microimaging, Inc., approximately every two months as film batches are completed.

**BACKGROUND:**

In the early 1970's the county's official records were filmed on acetate based microfilm. These rolls of film were then stored in a secured storage facility off site. Since then, the integrity of acetate based film has caused some film to begin to deteriorate. These rolls of film need to be restored using polyester based film. High Desert Microimaging will complete the project to restore the old film for archival purposes.

Funding for this project will be provided from the Recorder's Modernization Trust Fund. Fees collected through this fund must be allocated to this specific purpose.

A copy of the agreement is on file with the Clerk to the Board of Supervisors in room 309 of the Courthouse located at 520 Main Street in Quincy.

## PLUMAS COUNTY • DEPARTMENT OF PUBLIC WORKS



4D

## **CONSENT AGENDA REQUEST**

for the May 21, 2013 meeting of the Board of Supervisors

**COPY**

May 13, 2013

To: Honorable Board of Supervisors  
From: Robert Perreault, Director of Public Works   
Subject: Request approval and adoption of the modifications to the  
FY 07/08 Supplemental Appropriation of Prop. 1B Plan and  
the FY 09/10 Appropriation of Prop. 1B Plan

Robert A. Bernstein

#### Reason for the Recommended Action

The State Department of Finance requires that each County Board of Supervisors approve any changes to previously approved plans for the use of Proposition 1B Local Streets and Road Improvement Funds. The Public Works Department is requesting that a total of \$150,814.22 in the 07-08 Supplemental Prop. 1B funds be transferred to Paving Materials Purchase and that the existing project (WO #346) Meadowbrook Loop Pavement Repairs Project be transferred to the FY 09/10 Prop. 1B Appropriation Plan. This action will close out the FY 07-08 Supplemental Appropriation Prop. 1B Plan within the State Controller's deadline for expenditure of funds.

### Fiscal Impact:

No fiscal impact to the general fund will result from the recommended actions. The Prop. 1B funds were previously received in FY 07/08 and currently reside in the Road Fund's Prop. 1B Cash Balance. The funds within this Plan have an expenditure deadline of June 30, 2013.

1. The proposed changes will close out the FY 07/08 Supplemental Prop. 1B Appropriation Plan per the State Controller's deadline of 6/30/13.
2. All projects within the FY 07/08 Supplemental Prop. 1B Appropriation Plan have been completed or were transferred to the remaining FY 09/10 Prop. 1B Appropriation Plan upon the Board's adoption of the FY 12/13 Budget on October 2, 2012.

- 3. One project not previously transferred, Work Order #346, Meadowbrook Loop Pavement Repairs, is proposed to be transferred to the FY 09/10 Prop. 1B Appropriation Plan..
- 4. WO # 355 Chester-Warner Valley Road Pavement Rehabilitation is proposed to have Prop. 1B funding increased to cover acquisition of formal easements over 5 miles of County Road 312.

Recommendation:

The Department of Public Works respectfully requests that the Board of Supervisors adopt the following motions

- 1. Approve the changes to the expenditure plan for the FY 07/08 Supplemental Prop. 1B Appropriation Plan to provide funds to purchase paving materials in the current fiscal year. Transfer WO# 346, Meadowbrook Loop Pavement Repairs to the FY 09/10 Prop. 1B Appropriation Plan.
- 2. Authorize the Director of Public Works to perform related duties as may be required to administer the funds and to submit changes to the plans to the Department of Finance.

**Attachments:**

Current FY 07-08 Supplemental Appropriation Prop. 1B Plan

Proposed Revised FY 07-08 Supplemental Appropriation Prop. 1B Plan

Original FY 09-10 Supplemental Appropriation Prop. 1B Plan

Proposed Revised FY 09-10 Supplemental Appropriation Prop. 1B Plan

4E

# MEMORANDUM OF UNDERSTANDING BETWEEN THE PLUMAS SUPERIOR COURT AND THE COUNTY OF PLUMAS 2011/2012 FISCAL YEAR

## PARTIES

Plumas Superior Court (hereinafter "Court") and the County of Plumas (hereinafter "County") agree to be bound by the terms and conditions of this Memorandum of Understanding (hereinafter "MOU"). The purpose of this MOU is to implement to the provisions of the Lockyer-Isenberg Trial Court Funding Act of 1997 (AB233).

## PREAMBLE/GENERAL GUIDELINES

Assembly Bill 233 (Chapter 850, Statutes of 1997) became effective January 1, 1998, retroactive to July 1, 1997. AB233 recognizes the necessity to provide fiscal independence to the Courts as a constitutionally separate branch of government, while at the same time relieving the County of the financial responsibility of funding trial court operations as defined by California Rules of Court, Rule 10.810.

Because of the long-standing relationship between the County and the Court, it is recognized that issues beyond day-to-day Court operations will have to be resolved over time. The basis of this MOU is to articulate the relationship between the County and the Court regarding the matters addressed herein. It is the intention of the County and the Court that this implementation process will be conducted in a spirit of cooperation and mutual respect.

Though the enactment of the Lockyer-Isenberg Trial Court Funding Act of 1997 created a new relationship regarding certain funding issues, it did not resolve all financial constraints placed on the County and the Court regarding their respective operations. Furthermore, the Act was not intended to sever the interdependent relationship between the County and the Court and the need for the County and the Court to work together on many issues that may involve both entities. The primary purpose of this MOU is to establish a framework for the County and the Court to address, in a positive and constructive manner, the financial and interdependent issues affecting both parties and the need for better cooperation between the County and the Court to continue to successfully carry out their respective obligations to the Plumas County citizens.

The Court and the County base this MOU on the laws in existence on the date of its implementation. Because the full degree of State involvement in Court operations has not yet been fully addressed, these laws are expected to be amended from time to time as circumstances dictate, and unanticipated events may occur that have not been addressed in this MOU.

If and when those amendments and/or events occur, the parties commit to further negotiation to promptly address the impacts of any such amendments and/or events so that these impacts are resolved in a manner that is fair and reasonable to both parties and does not in any, way, shape, manner or form undermine the primary purpose of this MOU.

This MOU is intended to be fair, mutually beneficial and equitable to both parties. To the extent that it realizes this intent, it shall serve as a framework for future agreements between the Court and the County. To the extent that this MOU does not achieve this intent, the parties express their joint willingness to revisit the terms of this MOU to determine if the MOU can be amended so as to result in greater fairness, mutual benefits and equitable terms to both parties.

NOW, THEREFORE, in consideration of the foregoing, it is mutually agreed between the Court and the County as follows:

## **1. TRIAL COURT OPERATIONS FUND**

- 1.1 Pursuant to Government Code §77009, the County has established a trust and agency fund for Trial Court Operations (Fund 7001).
- 1.2 Fund 7001 is not an operating fund of the County.
- 1.3 For fiscal year2011/2012, interest received by the County, which is attributable to investment of Court funds, shall accrue to the designated Court Fund 7001.

## **2. CHARGES FOR COUNTY PROVIDED SERVICES**

- 2.1 Pursuant to Government Code § 71009 et seq., the County may charge the Court for services provided by the County, including indirect costs; if allowed under Rule 10.810 and Government Code § 77003. Charges assessed to the Court for these County-provided services will be consistent with the rates charged to other County departments and special districts for the same or similar services. All charges to the Court by County must be approved and signed off by the Presiding Judge, or his or her designee, before a transfer of funds is completed. Payment for County-provided services will not be unreasonably withheld by the Court.

The County and the Court agreed in the 1999/00 Memorandum of Understanding between the Plumas Superior Court and the County of Plumas, entered into on June 20, 2000, that fiscal year 1999/2000 would be the last fiscal year in which the County could charge the Court for County-provided services using the costs contained in the County-Wide Cost Allocation Plan (COWCAP), prepared in accordance with OMB A-87 (indirect charges).

- 2.2 Direct Charges. Direct charges include the costs of direct services that County departments provide to the Court. These goods and services reflect current charges, unlike the lagging costs of indirect services reflected in the Cost Allocation Plan. The Court agrees to pay to County the following maximum amounts indirect charges for fiscal year 2011/2012, and County shall provide Court, consistent with at least the level of services provided in the 2010/2011 fiscal year, or as otherwise detailed in the service description under the following department for the following services:

- a. Auditor/Controller. The Court will maintain only one fund with the County

for the purpose of receiving and transferring revenue from the County. This section expressly disregards costs for auditing services as the Auditor-Controller will no longer perform these functions on behalf of the Court. The Auditor will issue one check to the Court for the balance in Fund 7001 at the end of each month, Any special services provided by the Auditor to the Court, at the Court's written request, will be billed separately at the composite rate of \$35.00 per hour.

b. **Information Technology.**

70276 Trial Courts	Connections	Mo. Fee	Months	Cost	Total
System Access Fee	2	\$21.00	12	504.00	504.00
<b>Total Annual Cost</b>					<b>\$504.00</b>

c. **Janitorial/Facility Services.** The Department of Facility Services shall provide the Court all custodial services, labor, materials, equipment and supplies required to maintain the Court's allocated building spaces in a clean and healthful manner. The Court and County agree that costs for the provision of these services (currently three days per week) during fiscal-year 2011/2012 will be a maximum \$11,331.60 (including the \$750 per year charge for administering this contract.) If the level of service changes during the term of this MOU, the payment for services will be adjusted accordingly. This service is for the court facilities in the Quincy courthouse, Greenville facility, and Chester facility. On a quarterly basis, the Court shall reimburse the County \$2,832.90 for these services. The County will provide a reconciliation of the annual cost and send the court an invoice for the fourth quarter. Requests made by the Court which exceed the County's obligations under existing agreements with the Court/AOC shall be paid, for by the Court at an agreed upon hourly rate, plus the cost of materials. Unless otherwise agreed to by the parties, this hourly rate shall be \$55.00 dollars per hour.

d. **Postage Costs.** County shall bill Court for the actual County costs of postage, which includes a surcharge for postage machine lease and supplies, based upon the percentage of use by the Court in relation to the overall use of the machine and, supplies that may be provided by the County to Court on a monthly basis.

e. **General Insurance.** Previously, County provided the same insurance coverage (with the exception of risk management services and Workers Compensation) provided to other County Departments, including personal property and commercial crime insurance. Effective July 1, 2010, such coverage for the Courts is terminated.

f. **Miscellaneous Employee Benefits.** The Employee's Assistance Program

annual charge totals \$539.52 based on the FTE of 16 positions. The charge for additional FTE's shall be \$2.81 per month per person. On a quarterly basis, the Court shall reimburse the County \$134.88. In the fourth quarter any adjustments to actual cost will be made.

- g. ~~Life insurance for Court Executive Officer and Chief Fiscal Officer in the amount of \$50,000 each is chargeable to the Court at \$642.00 annually per person. Since the Court has obtained replacement insurance, the County provided insurance is terminated effective September 1, 2010. Court shall reimburse the County \$107.00 for coverage July 1, 2010, through August 31, 2010.~~
- h. It is the responsibility of the County to let the Court know if fourth quarter adjustments are necessary for any of the applicable payments by July 15, 2012.

2.3 **Dual Service Provider.** When a County employee provides the same or similar Services to both Court and County and such Services to Court are billed to Court on an hourly basis pursuant to this Memorandum, such employee shall record the exact amount of time he or she spent on Trial Court Operations. County shall only bill Court for the employee's actual time spent on Trial Court Operations.

2.4 **Verification.** In the event of a request by the Presiding Judge or Designated Officer for additional back-up information regarding any Service being billed or the amount charged, County shall provide such backup within fifteen (15) days of such request. Court and the California Administrative Office of the Courts shall also have the right to review or audit the records of County, in order to assure compliance with the terms of the Memorandum, Government Code Section 77212 and the California Administrative Office of the Courts Council Accounting Standard Number 6.1.1(7).

### **3. FACILITIES**

3.1 Subject to the terms and conditions of the Historic Courthouse MOU for the Quincy Courthouse between the County, the Court and the Judicial Council of California, Administrative Office of the Courts, dated February 25, 2007, and the Memorandum of Understanding No. FY06/Bldg. 32-A/Construction (New Courtroom Project) Regarding Construction Project at Quincy Courthouse between the County, the Court and the Judicial Council of California, Administrative Office of the Courts, dated July 25, 2007 (New Courtroom MOU), the County recognizes its obligation, pursuant to Government Code §70311, to provide to the Court necessary and suitable facilities with respect to the Quincy Courthouse. The Court will provide notice of any facility deficiencies at the Quincy Courthouse and in determining whether such facilities are necessary and suitable, the reasonable needs of the Court and the fiscal condition of the County shall be taken into consideration. The County will consult with the Court

regarding the adequacy and design of space prior to construction, relocation or alteration of the Quincy Courthouse. The Court will not alter space in the Quincy Courthouse in any way without prior authorization from the County Administrative Officer. If denied, the Court can take the issue to the Board of Supervisors.

It is the intent of the County to prepare a transition plan for ADA improvements, for all County facilities, including the Quincy Courthouse. In preparing the ADA transition plan, the County will allow the Court the opportunity to provide information to be included in the ADA transition plan. The County reasonably believes that the ADA transition plan will be completed within the next two to three fiscal years. And the County will begin implementation of the transition plan once it is completed with no cost to the Court. In addition to the above, the Parties shall continue to have responsibilities for ADA issues to the extent that such responsibilities are set forth in the New Courtroom MOU.

#### **4. COURT-RELATED FUNDS ADMINISTERED BY COURT**

- 4.1 The following fund is designated for the exclusive use and control by the Court. Interest earned on balances shall be deposited directly into the following fund under the Court's control.

- Fund 7001– P.C. Trial Courts

#### **5. REVENUE DISTRIBUTION**

- 5.1 All revenue and civil assessments; collected shall be distributed as required by law.

#### **6. INDEMNIFICATION**

- 6.1 In lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between the Court and the County pursuant to Government Code section 895.6 to the maximum extent permitted by law, the parties agree that all losses or liabilities incurred by a party shall not be shared pro rata; but instead the County and the Court agree that pursuant to Government Code section 895.4, each of the two affected parties shall fully indemnify, hold each of the other parties, their officers, judges, subordinate judicial officers, board members, agents, representatives and employees harmless and defend the other party, its officers, judges, subordinate judicial officers, board members, agents, representatives, and employees from any and all claims, demands, damages, costs, expenses or liability costs including attorney fees, that arise out of, or are alleged to arise out of, or are in any way connected with or incident to the duties or obligations of the indemnifying party, its officers, judges, subordinate judicial officers, board members, employees, representatives, or agents. No party, nor any officer, judge, subordinate judicial, officer, board member, employee, representative or agent thereof will be responsible for any damage or liability

occurring by reason of the negligent acts or omissions or willful misconduct of an indemnified party under or in connection with or arising out of any work, authority or jurisdiction delegated to such other party under this Agreement, subject to and consistent with the rights and, obligations of the parties set forth in the Law Enforcement Act.

## **7. TERM AND TERMINATION**

- 7.1 The term of this MOU shall be from July 1, 2011 to June 30, 2012, but may be extended in writing thereafter until a new MOU is executed.
- 7.2 If either the Court or County desires to terminate any or all of the services contained within this MOU, written notice shall be given at least ninety (90) days prior to the end of the fiscal year, (i.e. by April 1) or less if by mutual written agreement, to be effective the first day, of the succeeding fiscal year, or earlier, if by mutual written agreement.
- 7.3 Vital Services. Pursuant to California Government Code Section 77212(b), if County elects to terminate a Service to Court, County shall cooperate with Court to ensure that, if said Service is a vital service for Court, it shall be available from other entities that provide such Services. Court understands and agrees that payment for such vital services shall be the responsibility of Court. Notice must be given at least 90 days prior to the end of the fiscal year and shall be effective only upon the first day of the succeeding fiscal year (Govt. Code 77212).

## **8. NOTICES**

- 8.1 All notices and demands of any kind which either party may require to serve on the other in connection with this MOU must be served in writing either by personal service or sent by first class mail, postage prepaid and addressed as follows:

If to County: Chairperson  
Plumas County Board of Supervisors  
520 Main Street  
Courthouse, Room 309  
Quincy, California 95971

With a Copy to: County Administrative Officer  
County of Plumas  
520 Main Street  
Courthouse, Room 309  
Quincy, California 95971

If to Court: Presiding Judge  
Plumas Superior Court  
520 Main Street

Courthouse, Room 104  
Quincy, California 95971

With a Copy to: Court Executive Officer  
Plumas Superior Court  
520 Main Street  
Courthouse, Room 104  
Quincy, California 95971

## **9. INDEPENDENT CONTRACTOR**

9.1 **Independent Contractor.** County, with its departments as its agents, shall perform this Memorandum as an independent contractor, exercising due care and providing the Services with such skill that is customary for providers of such Services. County and the officers, agents and employees of County are not, and shall not be deemed, Court employees for any purpose, including workers' compensation and shall not be entitled to any of the benefits accorded to Court employees. County shall determine, at its own risk and expense, the method and manner by which the duties imposed on County in general by this Memorandum shall be performed; provided, however, that Court may monitor the work performed. Court shall not deduct or withhold any amounts whatsoever from the reimbursement paid to County, including, but not limited to, amounts required to be withheld for state and federal taxes or employee benefits. County alone shall be responsible for all such payments for County employees who perform services for Court pursuant to this Memorandum.

## **10. DISPUTE RESOLUTION**

- 10.1 Continuation of Services. Whenever County and Court disagree as to any matter governed by this Memorandum, the dispute resolution process discussed in this Section 10 shall govern. Until the dispute is resolved, County may continue to provide the Services and Court, if County continues said Services, shall continue to make payment therefore as set forth herein. If County elects not to continue to provide said Services due to circumstances beyond County's control or due to financial considerations which result from State funding limitations, Court may elect to seek replacement services.
- 10.2 Request for Meeting. If after thirty (30) days, Court and County cannot resolve any dispute; either Party may give the other Party a written request for a meeting between the Court Executive Officer and the County Executive Officer for the purpose of resolving a disagreement between the Parties. If such meeting is requested, the meeting shall be held within ten (10) days of the receipt of such request. If the meeting fails to occur or fails to resolve the disagreement, nothing in this Memorandum shall preclude the Parties from exercising their legal remedies.

10.3 Resolution of Disputes. Any disputes between the Parties regarding the interpretation or performance of this Memorandum that are not resolved under Section 10.2 above, shall be resolved by submission of the dispute to non-binding mediation.

10.4 Jurisdiction and Venue. If a dispute between the Parties regarding the interpretation or performance of this Memorandum is not resolved under Section 10.3 above, either Party may bring legal action to interpret or enforce this Memorandum in the Superior Court of California, County of Plumas. In the event that such legal action is taken by either Party, the judges for the Superior Court of California, County of Plumas shall recuse themselves from hearing the case. The Judicial Council of the State of California shall appoint a judge from another jurisdiction within the State to preside over any legal action brought to interpret or enforce this Memorandum.

## 11. FULL AGREEMENT

11.1 This Memorandum of Understanding represents the entire agreement between the Court and County on matters specifically addressed by the terms of this MOU.

Plumas Superior Court:

By   
JANET HILDE  
Presiding Judge

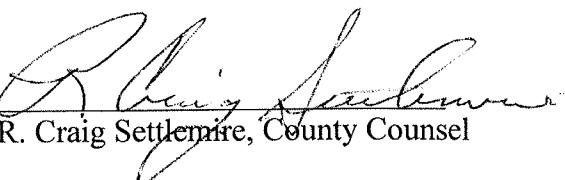
Date: 5/10/13

County of Plumas:

By \_\_\_\_\_  
Terry Swofford  
Chairperson  
Board of Supervisors

Date: \_\_\_\_\_

Approved as to form:

By   
R. Craig Settemire, County Counsel

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
PLUMAS SUPERIOR COURT  
AND THE  
COUNTY OF PLUMAS  
2012/2013 FISCAL YEAR**

**PARTIES**

Plumas Superior Court (hereinafter "Court") and the County of Plumas (hereinafter "County") agree to be bound by the terms and conditions of this Memorandum of Understanding (hereinafter "MOU"). The purpose of this MOU is to implement to the provisions of the Lockyer-Isenberg Trial Court Funding Act of 1997 (AB233).

**PREAMBLE/GENERAL GUIDELINES**

Assembly Bill 233 (Chapter 850, Statutes of 1997) became effective January 1, 1998, retroactive to July 1, 1997. AB233 recognizes the necessity to provide fiscal independence to the Courts as a constitutionally separate branch of government, while at the same time relieving the County of the financial responsibility of funding trial court operations as defined by California Rules of Court, Rule 10.810.

Because of the long-standing relationship between the County and the Court, it is recognized that issues beyond day-to-day Court operations will have to be resolved over time. The basis of this MOU is to articulate the relationship between the County and the Court regarding the matters addressed herein. It is the intention of the County and the Court that this implementation process will be conducted in a spirit of cooperation and mutual respect.

Though the enactment of the Lockyer-Isenberg Trial Court Funding Act of 1997 created a new relationship regarding certain funding issues, it did not resolve all financial constraints placed on the County and the Court regarding their respective operations. Furthermore, the Act was not intended to sever the interdependent relationship between the County and the Court and the need for the County and the Court to work together on many issues that may involve both entities. The primary purpose of this MOU is to establish a framework for the County and the Court to address, in a positive and constructive manner, the financial and interdependent issues affecting both parties and the need for better cooperation between the County and the Court to continue to successfully carry out their respective obligations to the Plumas County citizens.

The Court and the County base this MOU on the laws in existence on the date of its implementation. Because the full degree of State involvement in Court operations has not yet been fully addressed, these laws are expected to be amended from time to time as circumstances dictate, and unanticipated events may occur that have not been addressed in this MOU.

If and when those amendments and/or events occur, the parties commit to further negotiation to promptly address the impacts of any such amendments and/or events so that these impacts are resolved in a manner that is fair and reasonable to both parties and does not in any, way, shape, manner or form undermine the primary purpose of this MOU.

JH Court Initials

This MOU is intended to be fair, mutually beneficial and equitable to both parties. To the extent that it realizes this intent, it shall serve as a framework for future agreements between the Court and the County. To the extent that this MOU does not achieve this intent, the parties express their joint willingness to revisit the terms of this MOU to determine if the MOU can be amended so as to result in greater fairness, mutual benefits and equitable terms to both parties.

NOW, THEREFORE, in consideration of the foregoing, it is mutually agreed between the Court and the County as follows:

## **1. TRIAL COURT OPERATIONS FUND**

- 1.1 Pursuant to Government Code §77009, the County has established a trust and agency fund for Trial Court Operations (Fund 7001).
- 1.2 Fund 7001 is not an operating fund of the County.
- 1.3 For fiscal year2012/2013, interest received by the County, which is attributable to investment of Court funds, shall accrue to the designated Court Fund 7001.

## **2. CHARGES FOR COUNTY PROVIDED SERVICES**

- 2.1 Pursuant to Government Code § 71009 et seq., the County may charge the Court for services provided by the County, including indirect costs; if allowed under Rule 10.810 and Government Code § 77003. Charges assessed to the Court for these County-provided services will be consistent with the rates charged to other County departments and special districts for the same or similar services. All charges to the Court by County must be approved and signed off by the Presiding Judge, or his or her designee, before a transfer of funds is completed. Payment for County-provided services will not be unreasonably withheld by the Court.

The County and the Court agreed in the 1999/00 Memorandum of Understanding between the Plumas Superior Court and the County of Plumas, entered into on June 20, 2000, that fiscal year 1999/2000 would be the last fiscal year in which the County could charge the Court for County-provided services using the costs contained in the County-Wide Cost Allocation Plan (COWCAP), prepared in accordance with OMB A-87 (indirect charges).

- 2.2 Direct Charges. Direct charges include the costs of direct services that County departments provide to the Court. These goods and services reflect current charges, unlike the lagging costs of indirect services reflected in the Cost Allocation Plan. The Court agrees to pay to County the following maximum amounts indirect charges for fiscal year 2012/2013, and County shall provide Court, consistent with at least the level of services provided in the 2010/2011 fiscal year, or as otherwise detailed in the service description under the following department for the following services:

- a. Auditor/Controller. The Court will maintain only one fund with the County

for the purpose of receiving and transferring revenue from the County. This section expressly disregards costs for auditing services as the Auditor-Controller will no longer perform these functions on behalf of the Court. The Auditor will issue one check to the Court for the balance in Fund 7001 at the end of each month, Any special services provided by the Auditor to the Court, at the Court's written request, will be billed separately at the composite rate of \$35.00 per hour.

b. **Information Technology.**

70276 Trial Courts	Connections	Mo. Fee	Months	Cost	Total
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<b>Total Annual Cost</b>					<b>\$504.00</b>

c. **Janitorial/Facility Services.** The Department of Facility Services shall provide the Court all custodial services, labor, materials, equipment and supplies required to maintain the Court's allocated building spaces in a clean and healthful manner. The Court and County agree that costs for the provision of these services (currently three days per week) during fiscal-year 2012/2013 will be a maximum \$11,331.60 (including the \$750.00 per year charge for administering this contract.) If the level of service changes during the term of this MOU, the payment for services will be adjusted accordingly. This service is for the court facilities in the Quincy courthouse, Greenville facility, and Chester facility. On a quarterly basis, the Court shall reimburse the County \$2,832.90 for these services. The County will provide a reconciliation of the annual cost and send the court an invoice for the fourth quarter. Requests made by the Court which exceed the County's obligations under existing agreements with the Court/AOC shall be paid, for by the Court at an agreed upon hourly rate, plus the cost of materials. Unless otherwise agreed to by the parties, this hourly rate shall be \$55.00 dollars per hour.

d. **Postage Costs.** County shall bill Court for the actual County costs of postage, which includes a surcharge for postage machine lease and supplies, based upon the percentage of use by the Court in relation to the overall use of the machine and, supplies that may be provided by the County to Court on a monthly basis.

e. **General Insurance.** Previously, County provided the same insurance coverage (with the exception of risk management services and Workers Compensation) provided to other County Departments, including personal property and commercial crime insurance. Effective July 1, 2010, such coverage for the Courts is terminated.

f. **Miscellaneous Employee Benefits.** The Employee's Assistance Program

annual charge totals \$518.40 based on the FTE of 16 positions. The charge for additional FTE's shall be \$2.70 per month per person. On a quarterly basis, the Court shall reimburse the County \$129.60. In the fourth quarter any adjustments to actual cost will be made.

- g. ~~Life insurance for Court Executive Officer and Chief Fiscal Officer in the amount of \$50,000 each is chargeable to the Court at \$642.00 annually per person. Since the Court has obtained replacement insurance, the County provided insurance is terminated effective September 1, 2010. Court shall reimburse the County \$107.00 for coverage July 1, 2010, through August 31, 2010.~~
- h. It is the responsibility of the County to let the Court know if fourth quarter adjustments are necessary for any of the applicable payments by July 15, 2012.

2.3 **Dual Service Provider.** When a County employee provides the same or similar Services to both Court and County and such Services to Court are billed to Court on an hourly basis pursuant to this Memorandum, such employee shall record the exact amount of time he or she spent on Trial Court Operations. County shall only bill Court for the employee's actual time spent on Trial Court Operations.

2.4 **Verification.** In the event of a request by the Presiding Judge or Designated Officer for additional back-up information regarding any Service being billed or the amount charged, County shall provide such backup within fifteen (15) days of such request. Court and the California Administrative Office of the Courts shall also have the right to review or audit the records of County, in order to assure compliance with the terms of the Memorandum, Government Code Section 77212 and the California Administrative Office of the Courts Council Accounting Standard Number 6.1.1(7).

### **3. FACILITIES**

3.1 Subject to the terms and conditions of the Historic Courthouse MOU for the Quincy Courthouse between the County, the Court and the Judicial Council of California, Administrative Office of the Courts, dated February 25, 2007, and the Memorandum of Understanding No. FY06/Bldg. 32-A/Construction (New Courtroom Project) Regarding Construction Project at Quincy Courthouse between the County, the Court and the Judicial Council of California, Administrative Office of the Courts, dated July 25, 2007 (New Courtroom MOU), the County recognizes its obligation, pursuant to Government Code §70311, to provide to the Court necessary and suitable facilities with respect to the Quincy Courthouse. The Court will provide notice of any facility deficiencies at the Quincy Courthouse and in determining whether such facilities are necessary and suitable, the reasonable needs of the Court and the fiscal condition of the County shall be taken into consideration. The County will consult with the Court

regarding the adequacy and design of space prior to construction, relocation or alteration of the Quincy Courthouse. The Court will not alter space in the Quincy Courthouse in any way without prior authorization from the County Administrative Officer. If denied, the Court can take the issue to the Board of Supervisors.

It is the intent of the County to prepare a transition plan for ADA improvements, for all County facilities, including the Quincy Courthouse. In preparing the ADA transition plan, the County will allow the Court the opportunity to provide information to be included in the ADA transition plan. The County reasonably believes that the ADA transition plan will be completed within the next two to three fiscal years. And the County will begin implementation of the transition plan once it is completed with no cost to the Court. In addition to the above, the Parties shall continue to have responsibilities for ADA issues to the extent that such responsibilities are set forth in the New Courtroom MOU.

#### **4. COURT-RELATED FUNDS ADMINISTERED BY COURT**

- 4.1 The following fund is designated for the exclusive use and control by the Court. Interest earned on balances shall be deposited directly into the following fund under the Court's control.
  - Fund 7001– P.C. Trial Courts

#### **5. REVENUE DISTRIBUTION**

- 5.1 All revenue and civil assessments; collected shall be distributed as required by law.

#### **6. INDEMNIFICATION**

- 6.1 In lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between the Court and the County pursuant to Government Code section 895.6 to the maximum extent permitted by law, the parties agree that all losses or liabilities incurred by a party shall not be shared pro rata; but instead the County and the Court agree that pursuant to Government Code section 895.4, each of the two affected parties shall fully indemnify, hold each of the other parties, their officers, judges, subordinate judicial officers, board members, agents, representatives and employees harmless and defend the other party, its officers, judges, subordinate judicial officers, board members, agents, representatives, and employees from any and all claims, demands, damages, costs, expenses or liability costs including attorney fees, that arise out of, or are alleged to arise out of, or are in any way connected with or incident to the duties or obligations of the indemnifying party, its officers, judges, subordinate judicial officers, board members, employees, representatives, or agents. No party, nor any officer, judge, subordinate judicial, officer, board member, employee, representative or agent thereof will be responsible for any damage or liability

occurring by reason of the negligent acts or omissions or willful misconduct of an indemnified party under or in connection with or arising out of any work, authority or jurisdiction delegated to such other party under this Agreement, subject to and consistent with the rights and, obligations of the parties set forth in the Law Enforcement Act.

## **7. TERM AND TERMINATION**

- 7.1 The term of this MOU shall be from July 1, 2012 to June 30, 2013, but may be extended in writing thereafter until a new MOU is executed.
- 7.2 If either the Court or County desires to terminate any or all of the services contained within this MOU, written notice shall be given at least ninety (90) days prior to the end of the fiscal year, (i.e. by April 1) or less if by mutual written agreement, to be effective the first day, of the succeeding fiscal year, or earlier, if by mutual written agreement.
- 7.3 Vital Services. Pursuant to California Government Code Section 77212(b), if County elects to terminate a Service to Court, County shall cooperate with Court to ensure that, if said Service is a vital service for Court, it shall be available from other entities that provide such Services. Court understands and agrees that payment for such vital services shall be the responsibility of Court. Notice must be given at least 90 days prior to the end of the fiscal year and shall be effective only upon the first day of the succeeding fiscal year (Govt. Code 77212).

## **8. NOTICES**

- 8.1 All notices and demands of any kind which either party may require to serve on the other in connection with this MOU must be served in writing either by personal service or sent by first class mail, postage prepaid and addressed as follows:

If to County: Chairperson  
Plumas County Board of Supervisors  
520 Main Street  
Courthouse, Room 309  
Quincy, California 95971

With a Copy to: County Administrative Officer  
County of Plumas  
520 Main Street  
Courthouse, Room 309  
Quincy, California 95971

If to Court: Presiding Judge  
Plumas Superior Court  
520 Main Street

OH Court Initials

County Initials VS

Courthouse, Room 104  
Quincey, California 95971

With a Copy to: Court Executive Officer  
Plumas Superior Court  
520 Main Street  
Courthouse, Room 104  
Quincey, California 95971

## **9. INDEPENDENT CONTRACTOR**

9.1 **Independent Contractor.** County, with its departments as its agents, shall perform this Memorandum as an independent contractor, exercising due care and providing the Services with such skill that is customary for providers of such Services. County and the officers, agents and employees of County are not, and shall not be deemed, Court employees for any purpose, including workers' compensation and shall not be entitled to any of the benefits accorded to Court employees. County shall determine, at its own risk and expense, the method and manner by which the duties imposed on County in general by this Memorandum shall be performed; provided, however, that Court may monitor the work performed. Court shall not deduct or withhold any amounts whatsoever from the reimbursement paid to County, including, but not limited to, amounts required to be withheld for state and federal taxes or employee benefits. County alone shall be responsible for all such payments for County employees who perform services for Court pursuant to this Memorandum.

## **10. DISPUTE RESOLUTION**

- 10.1 Continuation of Services. Whenever County and Court disagree as to any matter governed by this Memorandum, the dispute resolution process discussed in this Section 10 shall govern. Until the dispute is resolved, County may continue to provide the Services and Court, if County continues said Services, shall continue to make payment therefore as set forth herein. If County elects not to continue to provide said Services due to circumstances beyond County's control or due to financial considerations which result from State funding limitations, Court may elect to seek replacement services.
- 10.2 Request for Meeting. If after thirty (30) days, Court and County cannot resolve any dispute; either Party may give the other Party a written request for a meeting between the Court Executive Officer and the County Executive Officer for the purpose of resolving a disagreement between the Parties. If such meeting is requested, the meeting shall be held within ten (10) days of the receipt of such request. If the meeting fails to occur or fails to resolve the disagreement, nothing in this Memorandum shall preclude the Parties from exercising their legal remedies.

10.3 Resolution of Disputes. Any disputes between the Parties regarding the interpretation or performance of this Memorandum that are not resolved under Section 10.2 above, shall be resolved by submission of the dispute to non-binding mediation.

10.4 Jurisdiction and Venue. If a dispute between the Parties regarding the interpretation or performance of this Memorandum is not resolved under Section 10.3 above, either Party may bring legal action to interpret or enforce this Memorandum in the Superior Court of California, County of Plumas. In the event that such legal action is taken by either Party, the judges for the Superior Court of California, County of Plumas shall recuse themselves from hearing the case. The Judicial Council of the State of California shall appoint a judge from another jurisdiction within the State to preside over any legal action brought to interpret or enforce this Memorandum.

## 11. FULL AGREEMENT

11.1 This Memorandum of Understanding represents the entire agreement between the Court and County on matters specifically addressed by the terms of this MOU.

Plumas Superior Court:

By   
JANET HILDE  
Presiding Judge

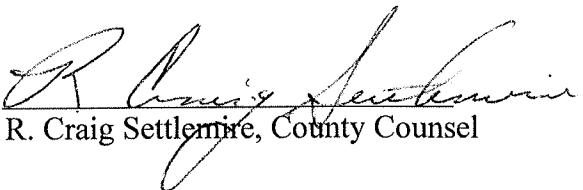
Date: 5/10/13

County of Plumas:

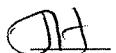
By \_\_\_\_\_  
Terry Swofford  
Chairperson  
Board of Supervisors

Date: \_\_\_\_\_

Approved as to form:

By   
R. Craig Settemire, County Counsel

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 Court Initials

County Initials 