

**RESOLUTION RATIFYING THE MEMORANDUM OF UNDERSTANDINGS
BETWEEN THE COUNTY OF PLUMAS AND THE PLUMAS COUNTY
CONFIDENTIAL EMPLOYEES ASSOCIATION**

WHEREAS, the negotiation team for the Board of Supervisors and the negotiation team for Plumas County Confidential Employees Association and have met and conferred in good faith and have reached a tentative agreement for a Memorandum of Understandings covering wages, hours, terms, and conditions of employment, for the Plumas County Confidential Employees Association. The period covered under this tentative agreement is July 1, 2021 through June 30, 2023.

WHEREAS, the Board of Supervisors has reviewed and concurs with terms and conditions of the Memorandum of Understandings for the Confidential Employees Association.

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

1. Board of Supervisors ratifies and accepts the Memorandum of Understandings for the Plumas County Confidential Employees Association as set forth in the copy of the Memorandum of Understandings attached to this Resolution as Exhibit A.
2. The County Auditor/Controller and Human Resources Director are hereby directed to implement the provisions of these Memorandum of Understandings and the Board Chair is authorized to execute the Memorandum of Understandings and any other documents related hereto in order to carry out this ratification.

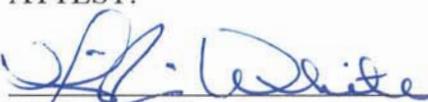
The foregoing Resolution was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board held on the 15th day of February 2022 by the following vote:

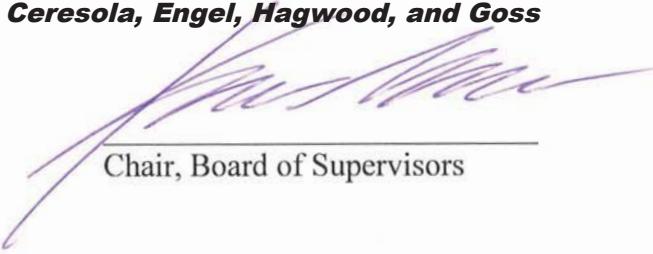
AYES: ***Supervisors Thrall, Ceresola, Engel, Hagwood, and Goss***

NOES: ***None***

ABSENT: ***None***

ATTEST:


Clerk of the Board


Chair, Board of Supervisors

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE COUNTY OF PLUMAS

AND

CONFIDENTIAL EMPLOYEES ASSOCIATION

July 1, 2021– June 30, 2023

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE COUNTY OF PLUMAS
AND
CONFIDENTIAL EMPLOYEES ASSOCIATION

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CONFIDENTIAL UNIT
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE COUNTY OF PLUMAS
AND
CONFIDENTIAL EMPLOYEES ASSOCIATION

Pursuant to the provisions of the Meyers-Milias-Brown Act Section 3500 et seq. of the Government code of the State of California and the Rules and Regulations of the County of Plumas, representatives of the County of Plumas, hereinafter called "County", and the Confidential Association, hereinafter called "Association", have "met and conferred" concerning the subject of wages, hours and other conditions of employment for employees in the Unit.

This memorandum of understanding represents the good faith effort of both parties to reach agreement on matters of wages, hours and conditions of employment for employees in the Confidential Unit. It is understood that this agreement is not binding on the County until such time as it is ratified by the membership of the Association and adopted by the Plumas County Board of Supervisors.

It is agreed as follows:

1.00 GENERAL CONDITIONS

1.01 RECOGNITION

The County recognizes the Confidential Association as the exclusive representative for employees designated to the Confidential Unit of county employees pursuant to Section 3510b of the California Government Code and the Rules and Regulations of Plumas County.

The classifications of county positions designated to the Confidential Unit are as shown in Appendix "A" of this Memorandum of Understanding.

1.02 MANAGEMENT RIGHTS

The County retains, solely and exclusively, all the rights, powers and authority exercised or held prior to the execution of this Agreement, except as expressly limited by a specific provision of this Agreement. Without limiting the generality of the foregoing, the rights, powers, and authority retained solely and exclusively by County and not abridged herein, include, but are not limited to, the following: To manage and direct its business and personnel; to manage, control, and determine the mission of its departments, building facilities, and operations; to create, change, combine or abolish jobs, departments and facilities in whole or in part; to direct the work force; to increase or decrease the work force and determine the number of employees needed; to hire, establish work standards, schedules of operation and reasonable workload; 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 determine the methods,

processes, means, and places of providing services and to take whatever action necessary to prepare for and operate in an emergency. Management's exercise or failure to exercise discretion afforded by this article shall not be the sole basis for any grievance.

1.03 ASSOCIATION SECURITY

The Association shall be provided payroll deduction for membership dues. The Association shall provide the County Auditor with a written authorization on a form approved by the County, signed by the employee in the unit authorizing the payroll deduction and setting forth the full amount to be deducted each month. The County Auditor will forward to the Association in a timely manner the dues collected each month from members in the unit authorizing such deduction.

The Association shall immediately notify the Auditor of any changes or cancellations in the authorized deductions. The County shall not be liable to the Association, the employees or any other party by reason of this section, for the remittance of payment of any sum other than the actual amount of deductions authorized to be withheld by payroll deduction. The Association agrees to indemnify and save the County harmless against any and all claims, demands, suits, orders, judgment or other forms of liability that may arise out of or by reason of action taken by employees or others under this section.

1.04 USE OF COUNTY FACILITIES

With approval of the County, the Association may use certain county facilities, resources and supplies for non-political purposes as long as the County is reimbursed for the cost of any supplies or materials provided to the Association and provided that such use of supplies, resources or space does not interfere with the efficiency of the County operations. The Association agrees to pay the County upon demand from the County Auditor, cost of such benefits of supplies received.

1.05 BULLETIN BOARDS

The Association shall be provided reasonable designated space on county bulletin boards which does not interfere with the County's official use of the bulletin boards. Association material on bulletin boards is to be maintained by the Association in an orderly manner and kept current.

All material posted shall 1) not be obscene, 2) shall not malign the County or its representatives and 3) shall not constitute harassment, discrimination or retaliation based on a legally protected status. The Human Resources Director or his/her designee reserves the right to remove any material posted in violation of this section if the Union refuses to remove the material on its own.

1.06 ACCESS TO EMPLOYEES

With prior notice to the County, the Association or its official representative(s) may have access to county employees during off duty time in the non-work areas of county facilities for the purpose of Association business.

1.07 NEW CLASSIFICATIONS AND PERSONNEL RULES

The County will give written notice to the Association of any new classifications proposed to be

included in the unit covered by this Memorandum of Understanding and any proposed changes to the Personnel Rules.

1.08 UNIT REPRESENTATIVES

The Association shall be allowed to designate two (2) employee members to serve as representatives in the "meet and confer" process with the County. The Association shall provide the County, in writing, prior to the beginning of the meet and confer process the name, classification and department of the representative. Designated employee representative shall, upon prior notification to their respective department head(s), be granted reasonable release time from scheduled duties without loss of pay to meet the County representatives during the "meet and confer" process. The County shall not be responsible for any travel, overtime or miscellaneous expenses resulting from the Association exercising this right.

Stewards shall be released for three (3) hours per month to meet with the County management to discuss problem solving and make recommendations to the Board.

1.09 INDIVIDUAL RIGHTS

Neither the County nor the Association shall interfere with, intimidate, coerce, restrain, or discriminate against an employee because of the expertise of his/her right to engage in or refrain from engaging in activities pursuant to Section 3500 et seq. of the California Government Code.

1.10 PROBATIONARY APPOINTMENT

Probationary appointments shall be made from an eligible list to a position that the Board authorizes to be filled on a permanent basis, other than by reemployment, transfer, demotion, or temporary assignment. The probationary appointment shall become a permanent appointment after successful completion of a probationary period. The initial probationary period for new hires continues to be twelve months of continuous and compensated service measured from the anniversary date unless otherwise required by State Merit System rules. A probationary employee may be terminated without cause.

The probationary period for a permanent employee promoted to a higher level classification shall be six (6) months of continuous and compensated service measured from the anniversary date.

A permanent employee who is promoted and who has passed probation in their formerly held lower class, if rejected during the promotional probation period, shall have the right to return to their former class and pay status.

Temporary employees hired as regular employees in the same classification they worked, with no break in County service, shall have their time worked in the classification counted towards their probationary period.

2.00 COMPENSATION

2.01 SALARY

The County shall increase base wages by 2.5% for each represented classification the first full pay period following Board of Supervisors adoption of this Agreement.

The County shall pay all members of the bargaining unit a one-time, non-recurring, non-pensionable lump sum payment in the amount of one thousand, five hundred dollars (\$1,500.00) minus applicable payroll deductions the first full pay period following Board of Supervisors' adoption of this Agreement.

2.02 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 months of full-time compensated and continuous service before advancement to the next higher step; provided that an employee who is promoted shall be eligible for one advancement to the next higher step after six months of continuous and compensated service measured from the date of the promotional appointment.

Satisfactory performance shall be evidenced by an appointing authority's completion of County's Personnel Action Form, based on performance evaluations conducted.

The County shall develop a standardized performance evaluation form and procedures for conducting employee performance evaluations.

When merit advancement is denied to an employee, the employee's performance shall be re-evaluated within ninety days and, if performance is satisfactory, the employee may be advanced to the next step.

Temporary employees hired into the same classification for which they have served continuously shall have that time served as credit towards their probationary period.

2.03 LONGEVITY ADVANCEMENT

An employee's salary shall be increased five percent at the following times: upon completion of seven, ten, fourteen, eighteen and twenty-one years of full-time continuous and compensated service, or the equivalent, measured from the date of hire.

3.00 HOURS

3.01 OVERTIME PAY

Overtime shall be paid on the following basis:

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 workday or workweek, and one and one-half (1 1/2) times any hours worked on a Sunday.

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

3.02 COMPENSATORY TIME OFF

Compensatory time off shall be permitted in-lieu of overtime pay for overtime work as set forth below:

- a. In-lieu of overtime pay, employees may be required to take compensatory time off, subject to limits stated in this rule, and calculated to be the equivalent value of overtime pay.
- b. FLSA-exempt employees shall receive one hour of compensatory time off for each hour worked in excess of their normal workday or workweek.
- c. Each employee and employee's department head 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 cards maintained by the Auditor.
- d. No department head shall authorize the earning of compensatory time off if the employee's net unused balance is greater than ninety 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 above limits, the employee shall be paid for that overtime work.
- e. Compensatory time off shall be earned and used as authorized by the department head.
- f. Upon termination from the classified service or county service, whichever occurs first, an employee shall be paid the value of unused compensatory time off, provided that there shall not be included in such payment any compensatory time off earned prior to February 14, 1986, while the employee was in FLSA-exempt status, and this provision is retroactive to February 14, 1986. The value shall be based upon the hourly equivalent of the employee's salary at the date of termination.

3.03 ON-CALL PAY

On-call duty assigned by the Department Head shall be compensated as follows:

- a. Employees who are required to be on call outside of normal working hours shall be eligible for on-call pay.
- b. On-call employees shall be notified and will be expected to respond to service call within 30 minutes.
- c. Employees assigned on-call outside of normal duty hours shall be compensated by two (2) hours of pay at their regular pay rate for each full week for on-call and three (3) hours of pay at their regular pay rate for each full Saturday, Sunday, or Observed Holiday of on-call status.
- d. Employees responding to a service call outside of normal duty hours shall be compensated at time and one-half their normal pay rate. Compensation may be either in pay or CTO at the discretion of the department head. This section shall apply to both overtime "exempt" and "non-

exempt" employees.

- e. Responding to a service call shall mean any call that requires the employee to respond away from the employee's residence and any telephone call in excess of 15 minutes.

3.03.1 CALL BACK PAY

An employee required to report for work on a non-work day or outside of the employee's regular hours on a work day, once the employee has left the work site shall receive call back pay. The minimum hours for each call back shall be two (2) overtime hours of compensation or the actual hours worked, which ever results in the greater over time hours. Call back time shall start when the employee is contacted to report to work and end at the work site when the assignment is concluded. A telephone response shall not be considered call back, but any telephone time may be over time subject to the overtime provisions of this MOU. Employees responding to a call back assignment by use of their private vehicle may claim mileage under the County mileage reimbursement policy.

3.03.2 SHIFT DIFFERENTIAL PAY

Employees assigned a shift with the majority of hours occurring between 6 p.m. and 6 a.m. shall receive an additional thirty-five cents (35) per hour shift differential pay. Overtime hours occurring in the premium time shall be excluded from differential pay unless the majority of the regular shift occurs between 6 p.m. and 6 a.m.

3.04 BILINGUAL PAY

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

3.05 FLEX TIME

In the department head's discretion, departmental employees may be authorized to work a flexibly scheduled workday using a core (mandatory) time between 10:00 a.m. and 3:00 p.m. per day with remaining work hours scheduled outside the core time.

3.06 FOUR-DAY WORKWEEK

Upon board authorization, and with the agreement of affected employees, a department head may schedule an employee's workweek into four ten hour days. For this purpose "workday" is defined as ten hours instead of eight hours; merit advancements shall be applicable so that eligibility for salary step increases is determined on a calendar day basis.

3.07 REST PERIODS

Unless precluded by operational necessity of an imminent nature, employees shall be afforded a fifteen-minute duty free rest period during each four hours or half of the regular eight (8) or ten (10) hour

workday, whichever is greater.

4.00 **BENEFITS**

4.01 **HEALTH INSURANCE**

a. Active Employee Health Plan: County paid health insurance is a benefit exclusively for eligible probationary and permanent employees.

Each month, the County shall contribute up to the following amount to fund the combined premiums for employee medical, dental, life and vision insurance for each benefit level:

Employee Only:	\$624.60
Employee Plus One:	\$1,260.90
Full Family:	\$1,630.56

b. Upon providing continued proof of other Patient Protection and Affordable Care Act compliant group health insurance by providing a copy of the health insurance card for the alternative coverage, employees choosing to opt out of the County offered health plans shall receive \$100.00 per pay period (excluding the 3rd paycheck in one month) for a maximum annual benefit of \$2400.00 per year.

c. If any other bargaining unit establishes a health savings account, this option will be offered to the Confidential Unit.

d. 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 years of continuous service with Plumas County, the County shall contribute an amount equal to twenty-five (25%) of the County's health premium contribution for an active employee, or fifty percent (50%) after twenty-five years of continuous service, until employee reached age 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:

<u>Years of Continuous Service</u>	<u>Percent of Sick Leave Value</u>
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0-5	25%
5-10	50%
10-15	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 themselves or surviving spouse.

- e. The Parties may negotiate and agree to change the health plan provider from CalPERS to another provider during the term of the MOU.

4.02 HEALTH PLAN COMMITTEE

The County has a Health Plan Committee in which the Association may participate. The Committee will be coordinated by the Human Resources Director. The Association may appoint one representative from the bargaining unit to the Committee. Such unit employee appointed to the Committee must be a member of the County's Health Plan.

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 periodically to the County Board of Supervisors as to benefits to be provided in the County's benefit plan.

In the event the Committee recommends changes to plan benefits, the County agrees to provide notice to the Association of the proposed changes. Should the Board of Supervisors accept the committee's recommendations without change, it is agreed no additional meeting and conferring on the changes is required.

This Memorandum of Understanding will be subject to opening, at the request of either the Association or the County, on the specific subject of Health Plan premium rates and sharing formula if the Board of Supervisors change the plan.

4.03 RETIREMENT

Retirement benefits are provided through the County's 2.0% at 55 benefit plan contract with the California Public Employees Retirement System (CalPERS) for classic miscellaneous members and 2.0% at 50 for classic safety members. New miscellaneous members receive the CalPERS 2.0% at age 62 benefit plan and new safety members receive the CalPERS 2.7% at age 57 benefit plan, both of which are administered under the Public Employees' Pension Reform Act (PEPRA) of 2013.

The County shall pay an amount equal to four percent (4%) of the Classic Member employee's wages or salary toward the seven (7%) employee member contribution for miscellaneous. The remaining three percent (3%) portion of the employee member contribution to PERS will be paid by the employee.

4.04 STATE DISABILITY INSURANCE

The S.D.I. plan shall include integration of benefits with County sick leave to prevent duplication and to allow an employee up to full pay by the combination of benefits.

The premium cost of S.D.I. will be paid by the employee through payroll deduction in a manner acceptable to the County Auditor.

4.05 BENEFIT PRO-RATION

Regular employees assigned less than forty hours per week, as set out in the approved County budget, shall be eligible for benefits offered to full time regular employees prorated on the basis of percentage of time regularly assigned. Provided however, when contract provisions with benefit carriers (i.e. PERS, health, etc.) requires a minimum work schedule to participate, the part time employee shall not be eligible for the pro rata benefit. The County may establish implementation procedures to ensure uniform application of this section.

4.06 LIFE INSURANCE

Effective as soon as possible after approval of this MOU by the Board of Supervisors the County will cover employees in this bargaining unit with \$20,000 of term life insurance. Such life insurance coverage is to remain in effect during the term of this agreement.

5.0 LEAVES

5.01 SICK LEAVE

Sick leave is a benefit granted to regular employees who are probationary or permanent. Sick leave shall in all instances be granted subject to the following terms:

- a. An employee shall accrue sick leave at the rate of one and one-quarter (1-1/4) working days per month.
- b. An appointing authority shall approve sick leave only after ascertaining that the absence was due to illness or unfitness for work for medical reasons, and a doctor's certificate may be required.

5.02 SICK LEAVE PAYOFF

Upon death or retirement, or upon layoff or resignation from the classified service in good standing after ten years of continuous service, an employee or said employee's estate shall be paid thirty-five percent of any accrued, unused sick leave. Valuation shall be on the basis of the hourly equivalent of said employee's monthly salary at the effective date of termination or resignation. The rate of payoff shall increase to forty percent after fifteen years of continuous service, and to fifty percent after twenty years of continuous service.

5.03 FAMILY INJURIES AND ILLNESSES

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 days of leave per year measured from the anniversary date, which

shall be chargeable to sick leave. The attending doctor's statement shall be sufficient proof of such illness or injury, if required by the appointing authority.

5.03.1 FAMILY MEDICAL LEAVE ACT (FMLA) CALIFORNIA FAMILY RIGHTS ACT (CFRA)

- a. An unpaid leave of absence may be granted under the provision of FMLA/CFRA only if the employee has worked for the County at least (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 (12) weeks of unpaid leave to attend to the birth or adoption of a child; to care for a seriously ill member of the 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 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/CFRA is equally subject to layoff as are other employees continuously employed by the department.
- f. The employee is required to give thirty (30) calendar days' notice to the department head that a leave under FMLA/CFRA 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/CFRA, time worked will commence at the end of the prior FMLA/CFRA leave, with the same twelve (12) months 1,250 hours of paid service requirement between the two FMLA/CFRA leaves.
- h. Leaves must be applied for in writing to the department head with accompanying documentation and verification by the appropriate medical provider.

5.03.2 NON-FAMILY MEDICAL LEAVE ACT ABSENCES

If a leave does not qualify under FMLA/CFRA, the employee must 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 also require the prior approval of the County Administrator.

- b. A request for medical leave under the provision 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 is to pay the full premium to the group health insurance plan the payment schedule shall be determined by the County.
- 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.

5.03.3 WORKERS' COMPENSATION LEAVE

A Workers' Compensation leave of absence may be granted, by the Board of Supervisors to employees who are on authorized workers' 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) year, from the date of the injury, during the remaining temporary disability payment period and only if the employee pays his/her share of the premium in a timely manner as prescribed by the County. An employee on workers' compensation leave may be terminated as provided by state law.

5.04 FAMILY DEATHS

When a permanent or probationary employee is absent due to a death in the family, the employee shall receive up to five days paid leave on the following conditions:

- a. The appointing authority was notified on the first day of such absence.
- b. 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.

5.05 VACATION

Paid vacation is exclusively a benefit for regular probationary and permanent employees. It shall be granted on the following terms and "days" shall refer to working days.

- a. Accrual shall be computed from the date of hire:
 1. During the first year of compensated and continuous service, an employee shall accrue ten (10) days of vacation. Employees may be allowed to use accrued vacation time during the first year of employment with approval of their department head.
 2. During the second year of compensated and continuous service, an employee shall accrue ten (10) days of vacation.
 3. During the third through seventh year of compensated and continuous service, an employee shall accrue fifteen (15) days of vacation.
 4. 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.
- b. The balance of accrued unused vacation leave for any employee shall be limited to the number of days equal to twice the current year's rate of accrual. Whenever the balance exceeds the limit, the excess vacation days shall be used within the next sixty (60) days as scheduled by the department head after conferring with the employee.
- c. Vacation leave shall be taken with the prior approval of the appointing authority, provided that there shall be a reasonable basis for denial of an employee's request for leave. Appointing authorities shall be responsible for ensuring that employees have the opportunity to take vacation leave each calendar year. No employee shall be denied the opportunity to take off each year two-thirds of the employee's annual vacation accrual, nor denied the opportunity to take off at least five consecutive days each year.
- d. Employees represented by this bargaining unit will be allowed to sell back to the County, up to forty (40) hours of vacation per calendar year provided, however, they have used forty (40) hours during that calendar year and there must be a remaining balance after the hours have been sold back to the County of at least eighty (80) hours.
- e. 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 effective date of termination or resignation.

5.06 HOLIDAYS

The following holidays are recognized holidays. On such holidays, employees shall be entitled to time off with regular pay:

1. January 1, New Year's Day;
2. The third Monday in January, M.L. King Day;
3. February 12, Lincoln's Birthday;
4. The third Monday in February, Presidents' Day;
5. The last Monday in May; ~~which is the legal observance of~~ Memorial Day;
6. June 19, Juneteenth;
7. July 4, Independence Day;
8. The first Monday in September, Labor Day;
9. The second Monday in October, Columbus Day;
10. November 11, Veterans' Day;
11. The day in November that is the legal observance of Thanksgiving;
12. The day in November following Thanksgiving;
13. 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;
14. December 25, Christmas Day; and
15. Every day appointed by the President of the United States or the Governor of this State as a special one-time holiday.
16. Three (3) floating holidays to be approved in advance by the Department Head.
17. Each unit employee shall be entitled to take a day off with pay to commemorate his/her birthday, provided it has been approved in advance by the employee's department head and further provided the day off is taken within the same calendar month as the birthday occurs. An employee's request shall not be unreasonably denied. No employee shall receive pay instead of or in-lieu of taking the birthday off. This provision shall continue only for the duration of the MOU.

If January 1st, February 12th, June 19th, July 4th, November 11th or December 25th falls upon a Sunday, the Monday following shall be a holiday; if such foregoing date falls on a Saturday, the preceding Friday shall be a holiday.

5.07 DISABILITY LEAVE

An employee who has become temporarily disabled for any reason shall have a right to disability leave not to exceed four 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.

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:

- a. The County shall submit an application for disability retirement for the employee under Government Code section 21023.5, unless the employee elects otherwise; or
- b. 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
- c. The employee shall be terminated from employment after receiving notice and an employee so terminated shall have the right to appeal.

5.08 MATERNITY LEAVE

If a doctor certifies that an employee is disabled due to pregnancy, childbirth, or related medical conditions, the employee shall have a right to maternity leave not to exceed four months. In all other respects, maternity leave shall be granted on the same terms as disability leave. An employee who plans to take maternity leave shall be required to give the appointing authority reasonable notice of the anticipated date and duration of leave.

5.09 JURY AND WITNESS LEAVE

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

- a. The employee shall receive paid leave provided that any witness fees or jury fees are assigned to the County Auditor.
- b. 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, the employee shall receive paid leave and an allowance for any necessary travel, provided that any witness fees are assigned to the County Auditor.

5.10 MILITARY LEAVE

Military leave with pay for up to thirty days shall be granted in accordance with state law, provided that the appointing authority is given a copy of the military orders and has, within the limits of military regulations, an opportunity to determine when such leave shall be taken.

In the event an employee of the County is called up for Federal active duty for other than training purposes, supplemental pay shall be provided which equals the difference between the employees gross pay and allowances received from the military and their gross pay earned from the County for a period of six months (180 days) over and above the thirty (30) days per fiscal year required by law for a period not to exceed two hundred-ten (210) days.

6.00 GRIEVANCE AND APPEALS

6.01 GRIEVANCE PROCEDURE

(a) **"Grievance."** A grievance is a claimed violation, misinterpretation or misapplication of a specific provision of this document, the provisions of the County Personnel Code or other County policies relating to issues within the scope of bargaining. Except as specifically provided otherwise, grievances regarding the County Personnel Rules or County policies may be advanced only through Formal Step 3 of this procedure.

A grievance shall not include any matter for which a separate administrative appeal process is available including but not limited to claims of discrimination, on the job illness or injury (workers' compensation) and unemployment claims.

Grievances relating to disciplinary actions and medical terminations or demotions shall be subject to the appeal process provided herein.

"Grievant." A grievant is an employee in the unit at the time of the alleged violation. The Association may act as a grievant in its own behalf or on behalf of one or more employees adversely affected provided that the affected employees and circumstances are identified in sufficient detail for management to respond.

"Day." As used within this Article, "day" shall be construed to mean calendar day, excluding recognized County holidays, unless otherwise specifically stated.

(b) **Procedure.** There shall be an earnest effort by 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/her answer to the employee by the end of the fifth 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 of his/her designee within five working days of the termination of "step one". A meeting with the representative and supervisor or his/her designee will be arranged at a mutually agreeable location and time to review and discuss the grievance.

Such meeting will take place within seven (7) calendar days from the date the grievance is received by the supervisor or his/her designee. The supervisor or his/her designee may invite other members of management to be present at such meeting.

The supervisor or his/her designee will give a written reply by the end of the seventh (7th) calendar day 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 Employee Representative (or the employee, if not represented) 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 seven (7) calendar days from the date of such hearing.

- 1) Time limits as set forth may be extended by mutual agreement between the parties, but neither side shall be required to so agree.
- 2) 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.

(c) The decision of the Department Head may be appealed to the designated hearing officer pursuant to Section 6.02.

6.02 APPEAL 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); 16.02 (disciplinary action); and section 6.0 of this document (grievance).

6.03 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 fourteen (14) calendar days from 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 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.

6.04 HEARING OFFICER

The hearing officer shall be assigned by mutual agreement of the Employee Representative and Human Resources, if no agreement is reached, from a list of five names submitted by the State Mediation and Conciliation Service.

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

- a) Education, work experience, and community service;
- b) Relative neutrality toward the points of view of labor and management;
- c) Reputation for integrity and a sense of justice and fairness;
- d) Availability and willingness to serve on the terms set forth in these rules.

In the event the parties 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 the appellant if the Association is not representing the appellant.

6.05 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.

A hearing officer's decision may not alter any provisions of this document, any County Ordinance or Resolution or initiative passed by the people of Plumas County or any State or Federal law or regulation.

6.06 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.

6.07 RESOLUTION

Resolution of a grievance at any step of the procedure that is consistent with this document, the County Rules and/or applicable law, shall be final and binding on the County and the employee.

7.00 MISCELLANEOUS

7.01 FURLough RULE

The County reserves the right to furlough an employee or group of employees without pay under the following provisions:

1. A furlough may be ordered to compensate for an unforeseen county budget crisis.
2. A department head may furlough an employee or group of employees upon review by the County Administrative Officer and approval of the County Board of Supervisors.
3. An employee furloughed by the County shall not receive pay during a furlough period but shall not suffer a reduction in benefits or seniority during the time off.
4. The maximum number of furlough days during the term of the MOU shall not exceed 8 days per employee.
5. An employee shall not be furloughed more than 1 day in any pay period.
6. Furlough time shall be in full day increments for full time employees and prorated for part time employees.
7. An employee to be furloughed is to be notified in writing by their department head at least 14 calendar days prior to the assigned furlough day or days.
8. Whenever possible, considering needs of the department, a department head will attempt to schedule the furlough time adjacent to holidays or weekends and also consider an employee's choice in selecting the furlough day or days.
9. The County shall not use the furlough rule to discriminate against an employee or as a form of disciplinary action.
10. The application of a furlough to an employee or group of employees shall not be subject to the grievance procedure.

7.02 PROGRAM FOR BONUSES FOR COST-SAVING IDEAS

During the term of this agreement, the County shall implement a program to reward employees with bonuses for ideas which prove to be cost-saving ideas for the County. Implementation shall be done in a manner acceptable to the County. The initial draft plan for program operation shall be submitted to the

County by the Plumas County Employee's Association.

The County shall not be obligated to fund the program with more than \$500 per fiscal year unless a higher level of funding or a percentage formula is adopted by a mutual written assent.

7.03 DRESS STANDARD

During the term of this agreement, the County and Confidential Unit will meet and confer to establish a dress code.

8.00 PEACEFUL PERFORMANCE

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

In the event of any job action by any member of the designated unit, the County shall not be required to negotiate on the merits of any dispute which may have given rise to the job action, until the job action has ceased. In the event of any job action by any unit member during the term of this Memorandum of Understanding, the Association, by its officers, shall immediately declare in writing and publicize that the job action is illegal and unauthorized and further in writing, direct its members to cease said conduct and resume work. Copies of said notices shall be filed with the County Clerk as a matter of public record.

If, in the event of a job action, the Association promptly and in good faith performs the obligations of this section, and providing that the Association has not otherwise authorized, permitted or encouraged any job action, the Association shall not be liable for any damages caused by the violation of this section. The County, however, shall have the right to discipline, to include discharge, any employee who instigates, participates in, or gives leadership to any job action activity, and the County shall have the right to seek full legal redress including damages against an offending employee(s).

9.00 AGREEMENT

9.01 FULL AGREEMENT

The Memorandum of Understanding contains all the covenants, stipulations and provisions agreed by the parties. It is understood that all items relating to employee wages, hours, terms, and conditions of employment not covered by this Memorandum of Understanding shall remain the same for the term of this Memorandum of Understanding. Therefore, except by mutual agreement of the parties or as otherwise provided by herein, for the life of this Memorandum of Understanding neither party shall be compelled to bargain with the other concerning any mandatory bargaining issue whether or not the issue was specifically bargained prior to the execution of this Memorandum of Understanding.

9.02 ENACTMENT

This Memorandum of Understanding shall become effective when ratified by the Association and adopted by Plumas County Board of Supervisors Resolution. . Upon such adoption, the provisions of this Memorandum of Understanding shall supersede and control over conflicting or inconsistent county rules, resolutions or ordinances.

9.03 SAVING CLAUSE

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

9.04 TERM OF MEMORANDUM

This Memorandum of Understanding shall become effective upon the adoption of a Resolution by the Plumas County Board of Supervisors and shall remain in full force and effect to and including the thirtieth day of June, 2023, and month to month thereafter.

Either party may notify the other within one hundred twenty (120) days prior to the expiration date of this agreement of their intention to open negotiations.

This Agreement will be effective from July 1, 2021 to June 30, 2023.

9.05 SIGNATURES

Ratified by the Association this 8th day of February, 2022.

COUNTY OF PLUMAS CONFIDENTIAL ASSOCIATION

Cyndi Tweedle

Diane Wilson

Roberta Olney

Bianca Harrison

Joshua Mizrahi

Mari Snyder

Sara James, Negotiator

Kristina Rogers, Negotiator

Amanda Higgins

Anthony Gonzalez

Joshua Brechtel

Jeremiah Bridges

COUNTY OF PLUMAS

Jack Hughes, Chief Negotiator

Nancy Selvage, Human Resources Director

Confidential Employees Association

JOB CLASSIFICATION

ACCOUNTANT CONFIDENTIAL
ACCOUNTANT AUDITOR I
ACCOUNTANT AUDITOR II
ASSISTANT AUDITOR-CONTROLLER
ASSISTANT RISK MANAGER/OCCUPATIONAL SAFETY & HEALTH SPECIALIST
CHIEF DEPUTY AUDITOR
DEPUTY COUNTY COUNSEL 1
DEPUTY COUNTY COUNSEL 2
DEPUTY COUNTY COUNSEL 3
EXECUTIVE ASSISTANT
FISCAL SUPPORT COORDINATOR
HR PAYROLL SPECIALIST I
HR PAYROLL SPECIALIST II
HUMAN RESOURCES ANALYST 1
HUMAN RESOURCES ANALYST 2
HUMAN RESOURCES TECH. 1
HUMAN RESOURCES TECH. 2
HUMAN RESOURCES TECH. 3
LEAD FISCAL & TECHNICAL SERVICES ASSISTANT
MANAGEMENT ANALYST I
MANAGEMENT ANALYST II
PARALEGAL I
PARALEGAL II
PARALEGAL III
PAYROLL SPECIALIST I
PAYROLL SPECIALIST II
SYSTEMS ANALYST I
SYSTEMS ANALYST II

