

# SIERRA COUNTY

Board of Supervisors  
P.O. Drawer D  
Downieville, California 95936  
Telephone (530) 289-3295  
Fax (530) 289-2830



## SIERRA COUNTY BOARD OF SUPERVISORS

### PERSONNEL COMMITTEE

**January 21, 2025**

The Sierra County Board of Supervisors Personnel Standing Committee will meet in session on Tuesday, January 21, 2025, at 11:30 a.m. at 105 Beckwith Street, Social Hall, Loyalton CA.

**This meeting will be open to in-person attendance and available to the public via teleconference.**

**The public may observe and provide public comments by using the Teams options below:**

**By Phone: 1-323-892-2486**

**Access Code: 787 276 533#**

**By PC: <https://tinyurl.com/01212025PC>**

The following items will be discussed:

1. Discussion/recommendation on promotions in the Department of Behavioral Health.
2. Discussion/recommendation on the Memorandum of Understanding for Mid-Managers, Resolution 2007-065 and Benefits for County Management, Resolution 2012-126.
3. Discussion/recommendation on policies and procedures for reclassifications and promotions.
4. Discussion/recommendation on policy for recognition of employee retirements, Resolution 1994-245.
5. Discussion/recommendation on proposed Family Nurse Practitioner Employment Contract.

Posted: January 16, 2025

**EMPLOYMENT CONTRACT**

This Contract dated February 25, 2025, is entered into by and between, the County of Sierra (hereinafter referred to as Sierra or County) and Sally Lynne Easley, FNP (hereinafter referred to as Employee). Sierra employs Employee and the Employee accepts employment as Nurse Practitioner upon the following terms and conditions:

In consideration of the services to be rendered, the sums to be paid, and each and every covenant and condition contained herein, the parties hereto agree as follows:

**OPERATIVE PROVISIONS**

**1. PERFORMANCE OF DUTIES**

The purpose of this Contract is to retain Employee to perform the duties outlined in the attached job description, Attachment A, and any additional tasks as assigned by the Director of Public Health.

The Employee agrees to perform the tasks set forth in Attachment A (incorporated herein by reference) in a diligent, professional, and competent manner, prioritizing them as directed by the Director of Public Health. In carrying out these duties, the Employee will devote the time, attention, and effort necessary to fulfill the responsibilities described in Attachment A, up to a maximum of 20 hours per week. It is expected that the Employee will generally work during standard Sierra County office hours.

The Employee shall not engage in any activities that interfere with the completion of their duties under this contract, nor shall the Employee participate in any activities that conflict with the objectives of Sierra County or present a potential conflict of interest.

The Employee agrees to track and record time worked using the time study software provided by Sierra County Public Health. The completed time study must be submitted along with the employee's timecard and actual hours worked on a monthly basis.

**2. AT WILL, EXEMPT POSITION.**

The position described herein is an appointed, at-will position pursuant to Sierra County Code Section 3.05.040, working less than full-time hours. Depending on the duties and compensation structure, this position may be classified as either exempt or non-exempt under the Fair Labor Standards Act (FLSA) and applicable California labor laws. The Employee's eligibility for overtime will be determined based on the specific duties performed and the salary or hourly wage in accordance with FLSA and state regulations.

**3. TERM OF THE CONTRACT.**

The term of this Contract shall be for fifteen (15) months. The effective date of this Contract shall be February 25, 2025, and shall continue until May 24, 2026, unless earlier terminated. If the Employee terminates this Contract, the Employee shall provide at least thirty (30) days advance written notice. Sierra may, without cause, terminate this Contract at any time. Employee shall be notified that termination from employment is being considered and offered an opportunity to meet with the Director prior to any action being taken. Following this meeting, the Director shall take whatever action they deem appropriate.

In the event Sierra terminates Employee without cause, Sierra shall provide at least thirty (30) days advance notice. Upon a finding of cause, Sierra may terminate this agreement in writing with ten

(10) days notice.

**4. PAYMENT.**

Sierra agrees to pay Employee compensation commencing on April 1, 2025, at an hourly rate of eighty dollars (\$80.00). Salary payments shall be subject to withholding and other applicable employment taxes. The salary for this position may be modified at any time during the term of this contract by written agreement of Employee and County.

Sierra shall reimburse Employee for travel expenses per County's Travel Policy.

**5. BENEFITS**

The employee will decline health insurance benefits for the term of this contract.

Director will approve or deny sick and vacation leave requests.

Employee will participate in the California Public Employees Retirement System, 2% @ 62 formula. The County shall maintain its contributions to PERS for the term of this Contract. Employee shall pay the employee share of PERS retirement. The County shall ensure that the employee contribution shall be deducted in compliance with IRS Code section 414(h)(2) making such deductions tax free.

Employee shall be entitled to the paid holidays specified in the Sierra County Miscellaneous Employees' Association Memorandum of Understanding when her scheduled workdays overlap that schedule.

**6. INSURANCE**

Sierra County shall carry Professional Liability malpractice Insurance with limits of \$1,000,000 per occurrence including coverage for Employee that provides tail coverage for all services provided under this agreement.

**7. WORK PRODUCT.**

All records, reports and documents developed under this Agreement will be the property of Sierra County.

**8. OFFICE SUPPORT.**

Sierra County will provide office space, routine office supplies, and office equipment as reasonable to fulfill the terms of this agreement.

**9. WORK PLAN AND PERFORMANCE EVALUATION.**

The Employee's supervisor shall evaluate Employee's performance in writing and review that evaluation with Employee under procedures established by the Board. This performance evaluation is for purposes of communication only and shall not be deemed or construed to alter the at-will status of Employee or the ability of the County to discharge Employee in its sole discretion except as otherwise provided herein. Employee and the Employee's supervisor will develop and annual work plan which will be approved by the Employee's supervisor.

**10. MISCELLANEOUS TERMS**

Employee shall perform the duties required hereunder in accordance with all local, state, and federal laws applicable to Sierra operations.

This document is the entire agreement between the parties with regard to the matters herein contained and supersedes all previous oral or written communications. Any previously made representation, warranties, or inducements not expressly contained herein are of no force or effect.

This Contract is entered into solely for the benefit of the parties and not for the benefit of any other person or party.

In the event legal action is brought concerning this Contract, such action may only be commenced and maintained in Sierra County, California, unless the parties otherwise agree in writing. Each party shall bear their own attorney’s fees and costs in any such proceeding.

Whenever written notice is required under this Contract, it shall be deemed delivered if personally served or if placed in the U.S. Mail, return receipt requested, and addressed to the normal and customary address of the parties as shown on the last known records of Sierra,

**11. PROFESSIONAL DEVELOPMENT AND TRAINING**

Subject to availability of funds and appropriations thereof by the Board, Sierra agrees to pay reasonable professional fees, dues, and subscriptions, which may include training and travel expenses, to assist in Employee’s professional development and peer interaction.

**12. ATTACHMENTS.**

All attachments referred to herein are attached hereto and by this reference incorporated herein.

Attachments include:

Attachment A – Job Description

**13. AGREEMENT DATE.** The Agreement Date is February 25, 2025, as approved by the Sierra County Board of Supervisors at the February 4, 2025, meeting.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day here first above written.

"COUNTY"

"EMPLOYEE"

COUNTY OF SIERRA

By \_\_\_\_\_  
LEE ADAMS, CHAIRMAN  
Sierra County Board of Supervisors

\_\_\_\_\_  
SALLY LYNNE EASLEY, FNP

ATTEST:

APPROVED AS TO FORM:

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HEATHER FOSTER  
Clerk of the Board

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RHETTA VANDER PLOEG  
County Counsel

**SIERRA COUNTY  
Job Classification**

Class Title: Family Nurse Practitioner

Class Code: Unclassified

Status: Exempt & At Will

**DEFINITION**

Under general direction, the Family Nurse Practitioner (FNP) provides direct patient care to clinic patients by conducting physical examinations, evaluation for need of treatment or other services, and educates and counsels patients regarding their physical health. This position also acts in the capacity of Sr. Public Health Nurse in the absence of a full-time employee in that role and provides public health nursing services in a variety of settings, including clinics, schools, homes, and community settings.

**DISTINGUISHING CHARACTERISTICS**

This is a clinical classification. Incumbents exercise discretion and independent judgment in providing medical care to patients. The position works under the guidance of a physician preceptor when required and within written protocols.

**REPORTS TO:**

Director of Health and Social Services or Designee

**CLASSIFICATIONS SUPERVISED:**

None

**EXAMPLES OF DUTIES – Duties may include, but are not limited to, the following:**

- Performs comprehensive health histories and physical examinations for individuals and families.
- Records findings of physical, developmental, and psychosocial assessments in the appropriate format.
- Refers conditions requiring specialized treatment or care to the appropriate healthcare providers or facilities.
- Maintains coordination with other health professionals and agencies to ensure continuity of care.
- Provides clinical services and consultation for various public health programs, including: Immunizations, Maternal, Child, and Adolescent Health (MCAH), Health Care Program for Children in Foster Care (HCPCFC), California Children’s Services (CCS), Family Planning, HIV Surveillance, and other applicable public health programs.
- Acts as the MCAH Director in the absence of another qualified Skilled Professional Medical Personnel (SPMP) within the department.
- Counsels clients regarding family planning, sterilization, pregnancy, HIV, sexually transmitted infections (STIs), and other health issues.

- Instructs individuals and families on skills necessary to maintain or improve their health.
- Initiates appropriate diagnostic and screening tests based on clinical evaluation.
- Prepares laboratory cultures and smears as needed.
- Performs laboratory testing, including HIV and pregnancy testing.
- Develops diagnoses based on assessments and diagnostic results.
- Initiates treatments according to established protocols signed by the county Health Officer.
- Assists in the development and review of clinical protocols and guidelines to ensure quality care.
- Implements treatments in accordance with signed protocols.
- May represent the Public Health Department in community organizations and on community boards.
- Identifies community resources and guides individuals in accessing appropriate services.
- Maintains liaison with other professionals and agencies providing child and family services.
- May recommend and dispense appropriate medications and drugs under a physician's protocols and in accordance with applicable regulations.
- Performs public health nursing services in the absence of a Public Health Nurse (PHN), ensuring continuity of care and services.
- Provides care and collaboration in local prenatal clinics and child health conferences.
- Participates in conferences, workshops, and institutes on community public health problems to stay updated on best practices and emerging health trends.
- Keeps accurate records of patient care, prepares reports, and handles correspondence as required by the department.
- Performs other related duties as assigned by the supervisor to support the department's goals and services.

**MINIMUM QUALIFICATIONS:**

The successful candidate must possess the following:

**1. Licenses and Certifications:**

- a. A valid Registered Nurse (RN) license issued by the State of California.
- b. A valid California Board of Registered Nursing issued furnishing number.
- c. A Public Health Nurse (PHN) certificate issued by the State of California.
- d. Certification as a Nurse Practitioner (NP) issued by the California Board of Registered Nursing.

**2. Additional Requirements:**

- a. Current CPR (Cardiopulmonary Resuscitation) certification.
- b. Current First Aid certification.
- c. Must possess a valid driver's license and vehicle insurance at the time of appointment, which must be maintained throughout employment.

### **Knowledge of:**

Perform the following with competent knowledge of special skills:

- Professional protocols and practices in healthcare, patient treatment, case management, and both physical and mental health.
- Modern nursing principles, techniques, and procedures for patient care, with a focus on evidence-based practices.
- Principles, practices, and techniques used to assess the physical, mental, and developmental health of both children and adults.
- Principles and practices related to prenatal counseling and care, including education and guidance for expectant mothers.
- Basic laboratory procedures, including the collection and preparation of specimens and interpreting lab results.
- Knowledge of communicable disease epidemiology, prevention, and control, in alignment with recommendations from local and state public health departments and the Centers for Disease Control and Prevention (CDC).
- Principles and practices of medical records management and patient care documentation to ensure accuracy, confidentiality, and compliance with regulations.
- Proficiency in medical terminology, along with the proper use of medical equipment and supplies.
- Knowledge of medications, their effects on patients, and their contraindications, ensuring safe prescribing practices.
- Understanding of applicable federal, state, and local laws, codes, and ordinances relevant to the nurse practitioner's responsibilities.
- Principles and techniques for working with groups and fostering effective team interaction to promote smooth teamwork and collaboration.
- Skills for providing high-level customer service by effectively dealing with the public, vendors, contractors, and county staff, ensuring a positive experience for all stakeholders.
- Strong understanding of the structure and content of the English language, including spelling, composition rules, and grammar.
- Familiarity with modern equipment and communication tools used for business functions, program/project coordination, and task management, including proficiency in relevant software programs.
- Theories and principles of diversity, equity, and inclusion, with a particular focus on health equity and addressing health disparities within communities.

### **Ability to:**

- Deliver effective nursing care, including administering injections, assessing complex situations, and taking appropriate and effective actions.
- Understand and implement limitations to scope of practice as defined by the California State Board of Registered Nursing and agency policies.
- Evaluate health problems, make informed recommendations, and provide appropriate solutions based on clinical observations and assessments.

- Assist in the development and implementation of program goals, objectives, practices, policies, procedures, and work standards.
- Understand, interpret, and apply relevant laws, codes, regulations, policies, procedures, and standards applicable to nursing and healthcare.
- Prepare concise, accurate, and timely reports and charts related to client care, treatment, and program administration.
- Follow established policies, procedures, protocols, and standards, including safety regulations, to ensure quality care and safety.
- Instruct and counsel patients on health matters, including providing referrals to appropriate healthcare providers and community resources.
- Recognize adverse signs and symptoms and respond swiftly in emergency situations to ensure patient safety and appropriate care.
- Effectively represent the department and the County in meetings with governmental agencies, community groups, businesses, professional organizations, and individual stakeholders.
- Establish, maintain, and foster positive and effective working relationships with colleagues, clients, and others encountered during work activities.
- Independently organize work, prioritize tasks, meet critical deadlines, and follow up on assignments to ensure timely and effective completion of duties.
- Effectively use computer systems, relevant software applications, and modern business equipment to perform a variety of work tasks and improve operational efficiency.
- Communicate clearly and concisely, both orally and in writing, to diverse audiences, with particular attention to racially, ethnically, and socioeconomically diverse communities, ensuring appropriate use of English grammar and syntax.
- Work effectively with people of various educational and socioeconomic backgrounds by respecting their beliefs, interpersonal styles, and behaviors, both in interactions with clients and coworkers.
- Organize workload, set priorities, and manage time effectively to ensure efficient task completion and high-quality care.

**Education and Experience:**

The successful candidate would possess the following related education and experience in nursing as follows:

- A Bachelor of Science in Nursing (BSN) degree from an accredited program is required.
- A Master of Science in Nursing (MSN) or a Doctor of Nursing Practice (DNP) degree from an accredited nurse practitioner program is required.
- Completion of an accredited Nurse Practitioner program with certification in a specialized area of practice (e.g., Family Nurse Practitioner, Pediatric Nurse Practitioner, Adult-Gerontology Nurse Practitioner, etc.), with certification by the California Board of Registered Nursing (BRN).
- A valid Public Health Nurse (PHN) certificate issued by the California Board of Registered Nursing (BRN).

**TYPICAL WORKING CONDITIONS**

- Work is performed in a variety of settings, including office environments, classrooms, community spaces, and clients' homes.
- Frequent interaction with members of the public and other staff, often under emotionally stressful conditions, may occur while interpreting and enforcing departmental policies and procedures.
- Individuals may be exposed to blood, bodily fluids, and potentially infectious materials in the performance of their duties, requiring adherence to health and safety protocols and infection control measures.
- The position may involve travel within the local community, including visits to client homes or other community locations.
- Flexible work hours may be required, including evening or weekend hours, depending on departmental needs and community outreach programs.

**TYPICAL PHYSICAL REQUIREMENTS**

*The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.*

Requires the ability to sit at desk for long periods of time and intermittently walk, stand, stoop, kneel, crouch, and reach while performing office duties; lift and/or move objects weighing up to 25 pounds; use hands to finger, handle or feel objects, tools, or controls. Must be able to maintain effective audio-visual discrimination and perception needed for making observations, communicating with others, reading, and writing, and operating office equipment. Must be able to use a telephone to communicate verbally and a keyboard to communicate through written means, to review information and enter/retrieve data, to see and read characters on a computer screen. Tasks may involve extended periods of time at a keyboard or workstation.

Reviewed by:

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Personnel Director

Date

Received and filed by:

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County Clerk

Date

**BOARD OF SUPERVISORS  
COUNTY OF SIERRA  
STATE OF CALIFORNIA**

**RESOLUTION No. 2007-065**

**Resolution Establishing a Mid-Management Bargaining Unit  
for the Purpose of Meyers-Milias-Brown Act**

**WHEREAS**, pursuant to the provisions of the Meyers-Milias-Brown Act (Government Code Sections 3500 et. seq.), public entity employees are entitled to organize and to collectively bargain regarding wages, hours and other terms and conditions of employment; and

**WHEREAS**, under the terms of the existing Memorandums of Understanding between the County and the Miscellaneous/Road Employees and the Deputy Sheriffs Bargaining Unit, these employees associations together with Operating Engineers Union Local No. 3, Public Employees Division, AFL-CIO (the "Union"), as their designated employee representative, agreed to implement a new mid-management bargaining unit consisting of the following positions of Assistant Director of Health and Human Services; Assistant District Attorney (presently not filled or budgeted); Deputy Director of Public Works - Administration; (presently not filled or budgeted); Chief Deputy Auditor (presently not filled or budgeted); and Undersheriff; and

**WHEREAS**, by consent of the County, the Union, and the employee currently holding the position of Deputy Director of Public Works (Road Division), said position will also be included in the Mid-Management Bargaining Unit; and

**WHEREAS**, it is the intent of the County to establish the mid-management bargaining unit as the recognized employee organization to represent the above listed positions and as to which, the County shall meet and confer on matters within the scope of its duties under the Meyers-Milias-Brown Act and to designate each of the positions in said unit as exempt positions, under the provisions of the Fair Labor Standards Act; and

**WHEREAS**, in accordance with the provisions of the current MOUs with the Miscellaneous/Road Employees and Deputy Sheriffs Association as represented by Operating Engineers Union Local No. 3, Public Employees Division, AFL-CIO, the Union shall be entitled to represent employees in the mid-management bargaining unit.

**NOW THEREFORE BE IT RESOLVED BY THE SIERRA COUNTY BOARD OF SUPERVISORS** that the Board hereby establishes a Mid-Management Bargaining Unit consisting of the Assistant Director of Health and Human Services; Assistant District Attorney; Deputy Director of Public Works - Administration; Deputy Director of Public Works - Road Division; Deputy Director of Planning & Building; Chief Deputy Auditor; and Undersheriff.

**BE IT FURTHER RESOLVED** that each of the foregoing positions are classified as "at will" employment positions and as exempt positions under the wage and hour provisions of the Fair Labor Standards Act; provided however that incumbent in the position of Director of Public Works – Road Division shall not be affected by the change in designation to "at will" for said position until the incumbent in said position retires or otherwise leaves County service.

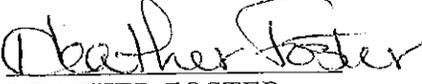
**BE IT FURTHER RESOLVED** that the wage and benefits for the above designated employees shall be as reflected in Exhibit "A" as attached hereto and incorporated herein.

ADOPTED by the Board of Supervisors of the County of Sierra, State of California on the 1st day of May, 2007 by the following vote:

AYES: Supervisors Gutman, Huebner, Nunes, Mitchell and Whitley  
NOES: None  
ABSENT: None  
ABSTAINED: None

  
\_\_\_\_\_  
PETER HUEBNER  
CHAIRMAN, BOARD OF SUPERVISORS

ATTEST:

  
\_\_\_\_\_  
HEATHER FOSTER  
Clerk of the Board

APPROVED AS TO FORM:

  
\_\_\_\_\_  
JAMES A. CURTIS  
County Counsel

**Exhibit A**

**Mid Management Bargaining Unit**  
**Wage and Benefit Provisions**

**PERSONAL LEAVE PROGRAM (PLP)**

1. In lieu of vacation and sick leave, Mid Management employees shall, effective May 1, 2007, be entitled to a Personal Leave Program (PLP) that replaces sick leave and vacation and combines leave accrual under the following schedule:

\*Years 0 through five, 200 hours per year (7.69 hours per two week pay period)

\*Years six through ten, 240 hours per year (9.23 hours per two week pay period)

\*Years eleven plus, 280 hours per year (10.77 hours per two week pay period)

2. Employees may accrue a maximum of 250 fully vested hours under the personal leave program. All current balances of vacation and sick leave will be set aside and accessible to the employee under the current terms and conditions of their usage and may be cashed out according to the sick leave provisions as stated below. Effective May 1, 2007, no further accruals will occur for Mid Management employees under vacation or sick leave programs. (Benefit accrual for the Assistant Director of Health and Human Services was effective with the adoption of Resolution No. 2005-169)

**SICK LEAVE**

**Sick Leave Accrued Prior to PLP:**

Upon retirement or termination as provided for in the county personnel code for represented employees per section 3.08.060, each regular employee shall be paid forty percent (40%) of the value of all unused, accrued sick leave. The value of such unused sick leave shall be determined by multiplying the total hours accumulated at the time of termination by the hourly wage rate of the range and step to which the employee is assigned.

**ADMINISTRATIVE LEAVE**

Mid Management employees shall receive 40 annual hours of administrative leave. Such leave shall be separate from any other leave. An employee shall be allowed to accrue a maximum of 80 hours of administrative leave. Leave in excess of this amount shall be paid off at the employee's regular rate.

**PAY TABLE**

Class	STEP A	STEP B	STEP C	STEP D	STEP E
MID MNGM	\$5,200.00	\$5,460.00	\$5,733.00	\$6,019.65	\$6,320.63

Mid Management employees are entitled to step and longevities increases as granted to represented employees per County Personnel Code 3.08.050.

Notwithstanding the provisions of the County Personnel Code, any Sierra County Employee that is promoted to a position within the Mid Management Bargaining Unit shall, at the time of his or her promotion, receive a pay at the appropriate step that represents at least ten percent (10%) more than his or her existing pay rate.

**USE OF LEAVE OR OTHER DEDUCTIONS**

Accrued PLP or administrative leave shall be used when an employee is absent from work for one or more days.

**OTHER BENEFITS**

Mid Management employees will receive benefits not listed here in the same manner as represented employees excluding: overtime, sift differential, sick leave or vacation time except as provided in this document.

**ORDER OF USAGE**

Vacation accrued at the time of appointment to the Mid Management Unit will be used prior to the use of Administrative leave or PLP. PLP time shall be used before administrative leave. Sick leave accrued at the time of appointment to the Mid Management Unit will be used after all other leave is exhausted and in accordance with the County policies that apply to use of sick leave.

**BOARD OF SUPERVISORS  
COUNTY OF SIERRA  
STATE OF CALIFORNIA**

**RESOLUTION No. 2007-065**

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for the Purpose of Meyers-Milias-Brown Act**

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**WHEREAS**, under the terms of the existing Memorandums of Understanding between the County and the Miscellaneous/Road Employees and the Deputy Sheriffs Bargaining Unit, these employees associations together with Operating Engineers Union Local No. 3, Public Employees Division, AFL-CIO (the "Union"), as their designated employee representative, agreed to implement a new mid-management bargaining unit consisting of the following positions of Assistant Director of Health and Human Services; Assistant District Attorney (presently not filled or budgeted); Deputy Director of Public Works - Administration; (presently not filled or budgeted); Chief Deputy Auditor (presently not filled or budgeted); and Undersheriff; and

**WHEREAS**, by consent of the County, the Union, and the employee currently holding the position of Deputy Director of Public Works (Road Division), said position will also be included in the Mid-Management Bargaining Unit; and

**WHEREAS**, it is the intent of the County to establish the mid-management bargaining unit as the recognized employee organization to represent the above listed positions and as to which, the County shall meet and confer on matters within the scope of its duties under the Meyers-Milias-Brown Act and to designate each of the positions in said unit as exempt positions, under the provisions of the Fair Labor Standards Act; and

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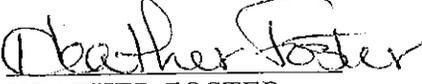
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ADOPTED by the Board of Supervisors of the County of Sierra, State of California on the 1st day of May, 2007 by the following vote:

AYES: Supervisors Gutman, Huebner, Nunes, Mitchell and Whitley  
NOES: None  
ABSENT: None  
ABSTAINED: None

  
\_\_\_\_\_  
PETER HUEBNER  
CHAIRMAN, BOARD OF SUPERVISORS

ATTEST:

  
\_\_\_\_\_  
HEATHER FOSTER  
Clerk of the Board

APPROVED AS TO FORM:

  
\_\_\_\_\_  
JAMES A. CURTIS  
County Counsel

**Exhibit A**

**Mid Management Bargaining Unit**  
**Wage and Benefit Provisions**

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2. Employees may accrue a maximum of 250 fully vested hours under the personal leave program. All current balances of vacation and sick leave will be set aside and accessible to the employee under the current terms and conditions of their usage and may be cashed out according to the sick leave provisions as stated below. Effective May 1, 2007, no further accruals will occur for Mid Management employees under vacation or sick leave programs. (Benefit accrual for the Assistant Director of Health and Human Services was effective with the adoption of Resolution No. 2005-169)

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**USE OF LEAVE OR OTHER DEDUCTIONS**

Accrued PLP or administrative leave shall be used when an employee is absent from work for one or more days.

**OTHER BENEFITS**

Mid Management employees will receive benefits not listed here in the same manner as represented employees excluding: overtime, sift differential, sick leave or vacation time except as provided in this document.

**ORDER OF USAGE**

Vacation accrued at the time of appointment to the Mid Management Unit will be used prior to the use of Administrative leave or PLP. PLP time shall be used before administrative leave. Sick leave accrued at the time of appointment to the Mid Management Unit will be used after all other leave is exhausted and in accordance with the County policies that apply to use of sick leave.

BOARD OF SUPERVISORS  
COUNTY OF SIERRA  
STATE OF CALIFORNIA

RESOLUTION NO. 2012- 126

IN THE MATTER OF ADOPTING THE BENEFITS FOR COUNTY MANAGEMENT

WHERE AS, the COUNTY OF SIERRA, a political subdivision of the State of California, (hereinafter referred to as the "COUNTY") and the Assessor, Auditor Treasurer-Tax Collector, Chief Probation Officer, Clerk-Recorder, Director of Transportation, Director of Planning, Director of Health and Human Services, District Attorney, Sheriff-Coroner, Chief Deputy Auditor, Undersheriff, and Assistant Director of Health & Human Services, Assistant District Attorney, Deputy Director of Planning & Building, Deputy Director of Transportation Administration, Deputy Director of Transportation Operations (hereinafter referred to as "Management" &or "managers").

BE IT RESOLVED THAT, the Board of Supervisors of Sierra County does adopt the following:

1. **SCOPE**

All benefits in this resolution are provided equally to all positions designated management above unless otherwise stated in this resolution or in any subsequent agreement or resolution between the Board of supervisors and a manager or combination of managers.

2. **HEALTH BENEFITS**

The COUNTY shall pay for health insurance premiums (medical, vision, dental) the same as is paid towards all employees plus any associated administrative fees. If the Included Department Manager opts out of the health insurance plan due to alternate coverage, the County will pay one-half (1/2) of the County contribution to health insurance as paid on behalf of the classified employees.

3. **RETIREMENT BENEFITS**

The COUNTY participates, by contract, in the Public Employees Retirement Systems ("PERS") 2.7% at 55 Miscellaneous and 3% at 55 Safety. Effective as of November 4, 2012, each manager will pay 4% (4.5% Safety) of his or her gross pay towards the County's PERS retirement cost, provided however, that employees hired after August 31, 2012 shall pay 8% (9% for Safety) of their gross pay towards their PERS retirement costs. To the extent that a payment is made by the County of a portion of the employee's contribution to PERS, the portion actually paid for the County will be reported as compensation for PERS reporting

As of the starts next elected term elected will pay their full employees paid PERS contribution.

The County will continue the 2.7 percent (2.7%) at age 55 benefit and 3% at 55 for safety for current managers enrolled in the PERS. Notwithstanding the foregoing, in compliance with the provisions of Government Code Section 7522.20 (adopted as part of AB 340) new managers hired effective as of January 1, 2013 will be enrolled in a 2% at age 62 benefit and 2.5% at 55 for safety. Such managers shall be required to pay the applicable employee contribution towards the PERS retirement costs (reference here is to Government Code Section 20516.5 adopted as part of AB 340). New employee as defined in state law as amended by AB 340.

The COUNTY also participates in the Federal Social Security System for management.

4. **LIFE INSURANCE**

The COUNTY shall continue to provide a \$50,000 term life insurance policy for the Included Department Managers. The COUNTY is to pay the full cost of the premium of said policy.

5. **HEALTH INSURANCE UPON LEAVING COUNTY EMPLOYMENT**

The COUNTY shall pay for health insurance for managers upon retirement or who leave County service after 10 or more years of County service pursuant to County Code §3.08.200. The amount of the premium paid by the County for such health plan coverage shall be up to the contribution amount such manager was entitled to at the time of their retirement or qualifying separation. Such manager shall be entitled to receive the County contribution for health insurance pursuant to this provision until such manager becomes eligible for health insurance due to subsequent employment or is of the age for which Medicare benefits normally become available. The manager must certify every six months that such manager is eligible for this benefit and that such manager is not eligible for health insurance from another employer.

6. **LONGEVITY PAY**

County Code Section 3.08.050 (d) shall not otherwise be amended as it pertains to managers without the affected manager's approval.

7. **Mid Managers**

Mid managers will continue receive the benefits in resolution 2007-065 as it applies to Personal Leave Program (PLP). The Undersheriff shall receive a uniform allowance in accordance other sworn officers. Department Managers do not receive the below benefits unless enumerated in another agreement.

A. **Personnel Leave Program (PLP)**

1. In lieu of vacation and sick leave, Mid Management employees shall, effective May 1, 2007, be entitled to a Personal Leave Program (PLP) that replaces sick leave and vacation into the following schedule:

- \*Years 0 through five, 200 hours per year (7.69 hours per two week pay period)
- \*Years six through ten, 240 hours per year (9.23 hours per two week pay period)
- \*Years eleven plus, 280 hours per year (10.77 hours per two week pay period)

2. Employees may accrue a maximum of 250 fully vested hours under the personal leave program. All current balances of sick leave will be set aside and accessible to the employee under the current terms and conditions of their usage and may be cashed out according to the sick leave provisions as stated below. Vacation Leave is paid off at the time of promotion to mid management at the rate of pay prior to the promotion. No further accruals will occur for Mid Management employees under the vacation or sick leave programs.

B. **Sick Leave**

**Sick Leave Accrued Prior to PLP:**

Upon retirement or termination as provided for in the county personnel code for represented employees per section 3.08.060, each regular employee shall be paid forty percent (40%) of the value of all unused, accrued sick leave. The value of such unused sick leave shall be determined by multiplying the total hours accumulated at the time of termination by the hourly wage rate of the range and step to which the employee is assigned.

**C. ADMINISTRATIVE LEAVE**

Mid Management employees shall receive 40 annual hours of administrative leave. Such leave shall be separate from any other leave. An employee shall be allowed to accrue a maximum of 80 hours of administrative leave. Leave in excess of this amount shall be paid off at the employee's regular rate.

**D. USE OF LEAVE**

Accrued PLP or administrative leave shall be used when an employee is absent from work for one or more days.

**E. ORDER OF USAGE**

Vacation accrued at the time of appointment to the Mid Management Unit will be paid at the time of appointment to mid management. PLP time shall be used before administrative leave. Sick leave accrued at the time of appointment to the Mid Management Unit will be used after all other leave is exhausted and in accordance with the County policies that apply to use of sick leave.

**F. PROMOTION TO MID MANAGMENT**

Notwithstanding the provisions of the County Personnel Code, any Sierra County Employee that is promoted to a position within the Mid management Bargaining Unit shall, at the time of his or her promotion, receive a pay at the appropriate step that represents at least ten percent (10%) more than his or her existing pay rate.

**8. PRIOR AGREEMENTS**

As they apply to appointed management positions MOU dated 060006 is in full force.

Adopted by the Board of Supervisors of the County of Sierra on the 18<sup>th</sup> day of December, 2012, by the following vote:

AYES:	Supervisors Adams, Nunes, Goicoechea, Schlefstein and Huebner
NOES:	None
ABSENT:	None
ABSTAINED:	None

APPROVED AS TO FORM:

COUNTY OF SIERRA

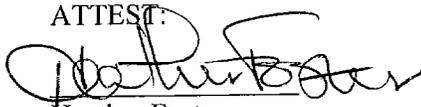
/s/ James A. Curtis

James A. Curtis  
County Counsel



PETER HUEBNER  
Chairperson, Board of Supervisors

ATTEST:



Heather Foster  
Clerk of the Board

BOARD OF SUPERVISORS, COUNTY OF SIERRA, STATE OF CALIFORNIA

APPROVAL OF EMERGENCY )  
INTERIM POLICY REGARDING )  
AUTHORIZATION AND FUNDING )  
FOR RECOGNITION OF )  
EMPLOYEE RETIREMENT )

RESOLUTION NO. 94-245

WHEREAS, employees of Sierra County from time to time are deserving of recognition for accomplishments and/or meritorious County service; and,

WHEREAS, employees retiring from loyal and long standing service with Sierra County are deserving of appropriate recognition; and,

WHEREAS, an overall employee award policy regarding exemplary employee service awards, awards for displaying meritorious County service, and retirement recognition is necessary to accomplish needed employee recognitions; and,

WHEREAS, an interim policy is not currently in place which would allow actions to appropriately recognize employees retiring after many years of loyal service to Sierra County; and,

WHEREAS, such an interim policy is currently necessary on an emergency basis due to the retirement of John D'Andrea, Sierra County Road Superintendent, scheduled for October 31, 1994 after forty-five years of continuous loyal service to Sierra County.

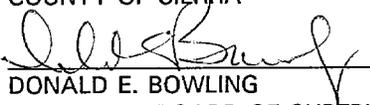
NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors directs the Director of Transportation to bring forward a comprehensive employee recognition program including service awards, achievement and/or meritorious service awards, and retirement recognition policy.

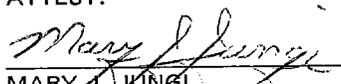
BE IT FURTHER RESOLVED that the Board of Supervisors adopts, as an interim measure, Exhibit A attached hereto and made part hereof, which describes retirement recognition policy setting minimum standards for recognition by the Board of Supervisors for employees retiring from County service.

BE IT FURTHER RESOLVED that the Board of Supervisors directs the Director of Transportation to coordinate with County Auditor and seek the review and recommendation of the Personnel Committee of the overall employee recognition policy prior to bringing the policy to the full Board for approval.

ADOPTED by the Board of Supervisors of the County of Sierra, State of California on the 18th day of October, 1994, by the following vote:

AYES: Supervisors McIntosh, Lewis, McCaffrey, Bowling, Gallegos  
NOES: None  
ABSTAIN: None  
ABSENT: None

COUNTY OF SIERRA  
  
DONALD E. BOWLING  
CHAIRMAN, BOARD OF SUPERVISORS

ATTEST:  
  
MARY J. JUNGI  
CLERK OF THE BOARD

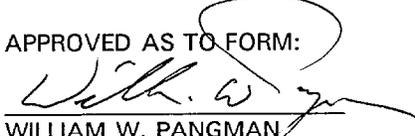
APPROVED AS TO FORM:  
  
WILLIAM W. PANGMAN  
COUNTY COUNSEL

EXHIBIT A

RETIREMENT RECOGNITION

The Board of Supervisors authorizes the following maximum amounts of funding which may be allocated toward retirement recognition for County employees who retire from service with Sierra County with the following years of service:

	<u>Years of Service</u>	<u>Maximum Allocation</u>
1)	0-4 Years of Continuous Service	\$ 50.00
2)	5-9 Years of Continuous Service	100.00
3)	10-19 Years of Continuous Service	250.00
4)	20-29 Years of Continuous Service	500.00
5)	30-39 Years of Continuous Service	750.00
6)	40-plus Years of Continuous Service	1,000.00