

MEMORANDUM OF UNDERSTANDING BETWEEN THE  
COUNTY OF LASSEN AND THE  
LASSEN COUNTY PEACE OFFICER SUPERVISORS ASSOCIATION

January 1, 2020 – December 31, 2023

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## **COMPREHENSIVE MOU**

### **PREAMBLE**

In accordance with the provisions of Government Code Section 3505 et seq., representatives of the County of Lassen met and conferred with representatives of the Lassen County Peace Officer Supervisors Association, hereinafter referred to as the Association, and the following agreement was made on wages, hours and other terms and conditions of employment.

### **GENERAL PROVISIONS**

#### **ARTICLE 1.01 PARTIES TO THE MEMORANDUM.**

This memorandum has been entered into between the County of Lassen, hereinafter referred to as the County, and by the Lassen County Peace Officer Supervisors Association, herein after referred to as the Association.

#### **ARTICLE 1.02 SCOPE OF REPRESENTATION.**

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

#### **ARTICLE 1.03 VALIDITY OF MEMORANDUM.**

Should any portion of this Memorandum or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, the remaining provisions of this Memorandum shall remain in full force and effect.

#### **ARTICLE 1.04 RATIFICATION.**

It is agreed that this Memorandum of Understanding is of no force of effect until ratified and approved by the Board of Supervisors of the County of Lassen.

#### **ARTICLE 1.05 RECOGNITION.**

Lassen County Peace Officer Supervisors Association is hereby recognized as the employee organization for those employees who are represented by said Association occupying the job classifications of Sergeant and Sergeant/Investigator, and Sr. District Attorney Investigator.

### **RESPECTIVE RIGHTS**

#### **ARTICLE 2.01 EMPLOYEE RIGHTS.**

Employees of the County shall have the right to form, join, and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employer - employee relations.

Employees of the County shall also have the right to refuse to join or participate in the activities of employee organizations and employment relations with the County of Lassen.

Neither the County nor the Association shall interfere with, intimidate, restrain, coerce or discriminate against an employee because of the exercise of their rights under this agreement.

#### ARTICLE 2.02 ASSOCIATION RIGHTS.

A. Subject to the right of employees to represent themselves individually, the Association shall have the right to be heard as the representative of the employees in the unit for which it is recognized regarding such employment matters as wages, hours and other terms and conditions of employment, except that the scope of representation shall not include consideration of the merits, necessity, or organization of any service or activity provided by the County.

B. The Association shall have the right to receive reasonable written notice of any rule, resolution or regulation proposed for adoption by the Board that directly relates to matters within the scope of representation proposed to be adopted by the Board and the opportunity to meet and confer with the Board or the designated Employee Relations Officer prior to such adoption.

Notwithstanding any of the foregoing requirements in A and B above, in cases of emergency, as contemplated by Government Code Section 3504.5, when the County determines that a rule, resolution or regulation must be adopted immediately without prior notice to or consultation with the employee organization the County shall provide such notice and an opportunity to meet and confer at the earliest practicable time following the Board action.

#### ARTICLE 2.03 ASSOCIATION REPRESENTATIVES.

The Association will notify the County Administrative Officer of the names of Association representatives selected to represent the Association, prior to any formal meet and confer session. A reasonable number of representatives will be allowed reasonable time off without loss of compensation when formally meeting and conferring with designated County representatives on matters within the scope of representation. In addition to the foregoing, Association representatives shall receive release time from their normal workday when meeting with County representatives on matters outside the scope of representation, when approved by the County Administrative Officer. Officially designated representatives of the Association shall be entitled to a reasonable amount of release time to assist unit members with disciplinary and grievance matters provided that reasonable advance notice is given to the appropriate supervisor and there is no compelling operational need that would prohibit such release. Officially designated Association representatives shall be entitled to utilize County telephones and copy machines in the furtherance of their representational activities.

#### ARTICLE 2.04 MANAGEMENT RIGHTS.

A. The rights of the County include, but are not limited to the exclusive right to determine the mission of the County; set standards of service; determine the procedures and standards of selection, employment and promotion; manage its employees and its operations, relieve its employees from duty because of lack of work or for other legitimate reasons determined by the County; maintain the efficiency of the County operations; determine the number, location and nature of its facilities; determine the methods, means, and personnel by which County operations are to be conducted; determine the contents of job classifications; take any and all actions necessary to carry out the mission of the County in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work. Nothing in this section shall be construed to limit, amend, decrease, revoke or otherwise modify the rights vested in the County of Lassen by the California law as amended, or other laws regulating, authorizing or empowering the County of Lassen to act or refrain from acting.

B. The County shall not be required to meet and confer in good faith on any subject preempted by Federal or State law or by enabling laws affecting the County of Lassen, nor shall it be required to meet and confer in good faith on County rights as defined in this section.

The exercise of such rights shall not preclude the County from meeting and conferring with the Association, upon request, about the consequences of such decisions on wages, hours, and terms and conditions of employment.

## **GRIEVANCE PROCEDURE**

### **ARTICLE 3.01 GRIEVANCE DEFINITIONS.**

"Grievance" is defined as a dispute which arises over the interpretation, application or alleged violation of the memorandum of understanding or county ordinances, rules, resolutions or regulations including performance reviews and letters of reprimand. Excluded from the grievance procedure are disciplinary actions such as termination, suspension or reduction in rank. Additional matters excluded from the grievance procedure are:

- A. Position classification matters, including content of job descriptions;
- B. Promotion matters; and
- C. Wages, benefits or working conditions subject to meet and confer process.

For performance reviews the following process may be used but shall end with Step III.

### **ARTICLE 3.02 GRIEVANCE PROCEDURE.**

A. The County recognizes that early settlement of grievances is essential to sound employee-employer relations. Therefore, every effort will be made to resolve grievances at the earliest possible level.

- 1. A grievant and/or the grievant's representative is assured freedom from restraint, coercion or discrimination in filing a grievance;
- 2. Any grievant may be represented or assisted at any level of the procedure by a representative of his or her choosing;
- 3. Proceedings shall be held within the grievant's normal working hours, when possible;
- 4. Time limits may be waived by mutual consent of the parties;
- 5. "Working day" is defined for the purposes of this section as when the grievant, affected supervisor, or affected department head are at work. Time limits will be extended when a party is on authorized leave, but not exceeding fifteen days;
- 6. Failure on the part of the grievant to proceed to the next step of the process shall render the grievance settled on the basis of the last decision. Should the appropriate management representative fail to respond to the grievance within the limits specified, the grievant has the right to proceed to the next step;
- 7. The Personnel Office shall serve as a repository for all grievances filed regardless of the step in the procedure at which each is resolved. A copy of each progressive step in the grievance process shall be filed in the Personnel Department.

**B. Procedure**

1. Step I-Discussion with immediate Supervisor. The grievant shall first discuss the grievance with his/her immediate supervisor. The discussion shall be held within ten working days of the date of the event giving rise to the complaint or the date the action could reasonably have been expected to be known to the grievant. Failure to do so will render the grievance null and void. The employee must identify the matter being discussed as a grievance. It is the intent of this step that at least one personal conference be held between the aggrieved employee and the immediate supervisor. The immediate supervisor shall respond in writing to the grievant within five working days of the discussion with the grievant.

2. Step II-Formal Written Grievance to the Department Head. In the event the employee believes that the grievance has not been satisfactorily resolved, and the employee wishes to pursue the matter, she/he shall submit a formal written grievance to his/her department head within five working days after the receipt of the immediate supervisor's response. The grievant shall use the form supplied for this purpose clearly stating the nature of the grievance and give the time, place, other persons involved and any other pertinent information. Within five working days from the receipt of the written grievance the department head shall deliver her/his written decision to the grievant.

3. Step III-CAO Review. Should the grievant remain unsatisfied with the written decision of the department head, and should he/she wish to pursue the matter, he/she shall submit the grievance to the CAO within five working days after the receipt of the department head's response. Within ten working days from the receipt of the grievance the CAO shall hold a meeting with the grievant and issue a written decision to the grievant.

4. Step IV-Hearing Officer. Should the grievant remain unsatisfied with the written decision of the CAO, and should he/she wish to pursue the matter then she/he shall notify the Personnel Director within five days of having received the CAO's written decision that he/she wants the grievance heard before the Hearing Officer as defined in Article 5.0 I. At the hearing all parties will be entitled to be represented, present witnesses and evidence and cross-examine opposing witnesses. The Hearing Officer shall render a written decision within five days of the conclusion of the hearing. The decision of the Hearing Officer shall be final and binding, except that such decision shall be advisory and subject to ratification by the Board of Supervisors only if said decision mandates a capital expenditure or significant, unbudgeted expenditure. In those instances, actions by the Board of Supervisors may include modifications or reversals.

## **DISCIPLINARY ACTION**

### **ARTICLE 4.01 DEFINITION.**

Discipline shall be in accordance with the Sheriff's Department Discipline Policy.

### **SHERIFF'S DEPARTMENT POLICY 340-CONDUCT**

Amend #340.8 (POST SKELLY PROCEDURE), first paragraph to read as follows:

In situations resulting in the imposition of a suspension, punitive transfer, demotion, termination of a non-probationary employee, the employee shall have the right to an evidentiary appeal of the Sheriff's imposition of discipline pursuant to the operative Memorandum of Understanding. Employees have the right within ten (10) calendar days from the effective date of the discipline to appeal the action. The appeal shall be in writing and filed with the County Personnel Director. The appeal shall contain the

grounds for appeal. If the appeal is not received by the County Personnel Director within the ten (10) calendar day time frame the discipline shall be final and no appeal shall be provided for.

## **PERSONNEL ACTION APPEALS**

### **ARTICLE 5.01 APPEAL HEARING.**

A. Upon receipt of a written notice of appeal, the Personnel Director shall check it as to form and timeliness and shall then notify the CAO for the purpose of reviewing said disciplinary action and selecting the County's representative to select the Hearing Officer. The appellant shall notify the Personnel Director with the name of his/her representative to select the Hearing Officer. The Personnel Director shall request a list of five (5) neutrals from the State Conciliation Service. Within five (5) working days after receiving the list of neutrals, the parties shall select a name from the list and shall notify the State Conciliation Service of the name of the selected Hearing Officer. If the parties are unable to agree on a name, the Hearing Officer shall be selected by alternately striking a name from the list with the first option to strike determined by lot.

Any cost of the service of the Hearing Officer shall be shared equally by the parties.

B. The hearing shall be conducted before the Hearing Officer as a full-scale evidentiary hearing, with full due process rights, including the right to present witnesses, present evidence, cross-examine opposing witnesses, be represented and with findings to support the decision. The hearing need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence may be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs. Failure to enter timely objection to evidence constitutes a waiver of the objection. Upon request of any party, the hearing officer will issue subpoenas and subpoena duces tecum.

1. Findings. The hearing officer shall issue a written recommended decision and findings that shall be presented to the Board of Supervisors for final decision. The Board shall be under no obligation to hold an evidentiary hearing but shall review the written recommendations of the hearing officer.

2. Appeal to the courts. Should the employee or the county choose to appeal the decision to the courts, said appeal or writ shall be filed within ninety days of the date of the decision of the Board of Supervisors.

## **SALARY AND RELATED MATTERS**

### **ARTICLE 6.01 SALARY INCREASE.**

Effective the first full pay period following ratification of this MOU by the Board of Supervisors, employees shall receive a 2% salary increase.

Effective the first full pay period following January 1, 2023, employees shall receive a 2% salary increase.

Effective the first full pay period following July 1, 2023, employees shall receive a 2% salary increase.

### **ARTICLE 6.02 SALARY UPON APPOINTMENT.**

New employees: Except as otherwise provided in this chapter, new employees shall be appointed at the first step of the salary range assigned to the position. The County Administrative Officer may, however, upon recommendation by the Personnel Director, approve an appointment up to the C step.

ARTICLE 6.03 INCREASES WITHIN SALARY RANGE.

A. Salary advancement shall not be automatic, but shall be given only upon affirmative recommendation of the department head and upon the approval of the Personnel Director.

B. Employees shall be eligible for advancement to the second step of their salary range, except those hired above Step A, on their salary anniversary date after six months (and a minimum of 1040 hours), of continuous service on the first step.

Employees hired above Step A shall be eligible for advancement to the next step after one year (and a minimum of 2000 hours) of continuous service on that step.

Eligibility for advancement will be on an annual basis thereafter until the employee reaches the maximum salary step of the appropriate salary range.

C. Employees in positions which have been designated as temporary shall not be eligible for salary advancement except when hired for a period of time exceeding six months to replace an employee on military leave, or on other approved leave. Such employee will not have seniority rights to the position, but at such time as the absent employee returns from approved leave, the temporary worker shall have lay-off rights as enumerated elsewhere in this document.

D. Effective the first full pay period following ratification, employees shall be eligible for a 7th salary step. The added step eligibility shall be in accordance with A and B above.

ARTICLE 6.04 SALARY UPON PROMOTION.

An employee promoted to a classification with a higher salary range may be paid either at the minimum rate of the new range or at the nearest higher rate that is approximately 5% above the former rate.

Salary advancement shall be treated the same as for newly hired employees (see Article 6.03).

ARTICLE 6.05 SALARY UPON DEMOTION.

Any employee who is demoted to a classification with a lower salary range than his former classification shall have his/her salary reduced to a monthly salary which is equal to his former rate. Except that, if the maximum rate of the new classification is less than the former rate, the employee shall receive only the maximum rate for that classification.

A demoted employee with a new range less than E shall have a new anniversary date.

ARTICLE 6.06 SALARY UPON TRANSFER.

An employee transferred to a different position with the same salary range shall be compensated at the same step and salary range as he/she received on the date of transfer. A transfer will not have any impact on the employee's salary or their salary anniversary date.

However, the transferring employee may be required to serve a probationary period in the new position if the duties are significantly different in the new position. Notice must be given to the employee if a new probationary period will be required.

ARTICLE 6.07 SALARY RANGE CHANGE.

An employee who receives a range change (due to a wage review and not due to a reclassification based on a change of duties) to a higher overlapping salary range shall be placed upon the same step in the new

salary range as he was upon the former salary range. The employee's anniversary date for step advancement shall not be changed.

If the new wage range does not overlap the previous range, the employee's salary change shall be treated the same as for a reclassification (see Article 6.08).

#### ARTICLE 6.08 SALARY UPON RECLASSIFICATION.

The salary of an incumbent in a position which is reclassified due to a change in duties shall be adjusted the same as a promotion, demotion or transfer.

#### ARTICLE 6.09 ADDITIONAL LONGEVITY PAY

Employees who have completed 7 years of service shall receive a 2.5% longevity premium. Employees who have completed 10 years of service shall receive an additional 2.5% for a total longevity premium of 5% (2.5 plus 2.5 – longevity premiums are not compounded). Employees with 15 years of service will receive an additional 5% for a total longevity premium of 10% of their base pay. Employees with 20 years of service will receive an additional 2.5% for a total of 12.5% longevity premium. Employees with 25 years will receive an additional 2.5% for a total of 15% longevity premium. Employees with 20 years of service will receive an additional 2.5% for a total of 17.5% longevity premium. Employees with 25 years of service will receive an additional 2.5% for a total of 20% longevity premium. Longevity premiums will be calculated from base pay.

The service does not need to be continuous but the Department Head shall verify the service and request the additional longevity step from the Personnel Director. Leaves of Absence without pay of 30 days or longer or time spent on layoff status shall not count as service for longevity purposes. If the eligibility date for longevity pay is missed, the auditor's office will figure the appropriate amount of retroactive pay as far back as, but not prior to, July 1, 2003). Part time benefited service shall count the same as full-time service. On-call and/or part-time non-benefited service shall not count for longevity purposes.

#### ARTICLE 6.10 RESIDENT POST PAY.

Those employees designated by the Sheriff as eligible for Resident Post Pay shall receive an addition to their regular rate of pay of 2% monthly (pro-rated bi-weekly) for said assignment. The Sheriff retains the right to reassign to and from resident post. This is not considered a change in pay or salary.

Residents must live within their assigned areas as follows:

Westwood- Live within Lassen County within 5 miles of the Westwood Sub-station.

South-Live within Lassen County at or south of the Honey Lake Rest Area.

North-Live within Lassen County north of Termo Grasshopper Road. If living outside Lassen County, must be within 15 miles of the Bieber Sub-station.

Eagle Lake-Live within Lassen County north of Eagle Lake Summit along the County Road A-1 corridor to Highway 139.

#### ARTICLE 6.11 POST CERTIFICATE PAY.

Post Certificate pay shall be the following total amounts:

- A. Intermediate Certificate - 4.5%
- B. Advanced Certificate - 2.5%, for a total of 7.0%

C. Employees obtaining the Post Supervisory Certificate shall receive a 5% increase in their regular rate of pay, for a total of 12%.

#### **ARTICLE 6.12 UNIFORM ALLOWANCE.**

Each represented uniformed employee shall receive a total of sixty dollars (\$60) per month as and for a uniform allowance. Such allowance shall be paid by separate check twice annually on or about July 1st and December 1st of each year. New-hired uniformed employees shall receive two hundred forty dollars (\$240) concurrent with the receipt of their first paycheck in order to assist with uniform purchase.

#### **ARTICLE 6.13 BI-LINGUAL PAY.**

Employees authorized to use their bi-lingual skills in the performance of their job duties shall receive a 5% increase in base pay salary for the duration of such authorization. They must pass a test to be determined appropriate by the Personnel Director to meet the necessary standards.

#### **ARTICLE 6.14 SPECIALTY PAY**

Employees shall receive an additional 2% of base pay while assigned as a Detective, an F.T.O., to S.W.A.T., or in Search and Rescue. This additional specialty pay is non-cumulative (non-stackable). Employees assigned as Detective, S.W.A.T., or Search and Rescue shall receive this additional pay while so assigned. Employees who serve as F.T.O. shall receive this additional pay while assigned and participating in the Field Training Program (this determination shall be left to the discretion of the Sheriff).

### **HOURS OF WORK, OVERTIME AND RELATED**

#### **ARTICLE 7.01 HOURS OF WORK.**

A. Eight hours will constitute a day's work for all employees unless otherwise provided by resolution or ordinance of the Board of Supervisors, or by this article.

B. The official workweek of the county shall be five days of eight hours each. It shall be the duty of each department head to arrange the work of his department so that each employee therein shall work not more than five days in each calendar week, except that a department head may require an employee in his department to temporarily perform services in excess of five days a week when public necessity or convenience so requires. The regular workweek for employees covered by this Agreement shall be forty hours (40), either five day/eight hour schedule or a four day/ten hour schedule, at the Sheriff's discretion. Schedules other than the above, including but not limited to 12- hour shifts, may be utilized by the Sheriff if needed.

#### **ARTICLE 7.02 REST BREAKS.**

Each department head is empowered to grant to employees in his department rest periods during the working hours of the day not to exceed fifteen minutes within any four consecutive hours of work.

#### **ARTICLE 7.03 OVERTIME AND CALLBACK.**

If in the judgment of a department head, work beyond the normal workday and/or workweek provided in this article is required of any employee, he/she may authorize such overtime.

Call back is defined as time when an employee is requested to return to work with no prior knowledge and without having been so notified prior to completion of their regularly scheduled work day.

A. Telephonic contact outside of work hours exceeding five (5) minutes shall be paid at a fifteen (15) minute minimum for each call. Calls exceeding fifteen (15) minutes shall be paid on a minute for minute basis.

B. Scheduled overtime is not considered call back, but is paid at the rate of time and one half the employee's rate of pay.

C. Scheduled training is not considered call back and is paid at straight time; any instructor of the training shall be compensated at a rate of time and one half the employee's rate of pay.

Call back time, providing such is not accrued during a workday already compensated for, shall be paid at the rate of time and one-half with a minimum payment of two (2) hours. Court time, provided appearances are not cancelled 24-hours in advance of the scheduled appearance time and such time is not accrued during a workday already compensated for, shall be paid at the rate of time and one-half with a minimum payment of four (4) hours. Whenever an employee in this unit is assigned and works Christmas or Thanksgiving, all hours worked between 12:01 am and the following 11:59 p.m. on these two holidays, shall be paid at the overtime rate of one and one-half hours for each hour worked. For purposes of this provision only, December 25th shall constitute the Christmas holiday and only the last Thursday in November shall constitute the Thanksgiving holiday. If for any reason another day is taken off in celebration of either of these holidays, only the calendar dates described above shall be subject to the overtime time and one-half pay in addition to accrued holiday credit.

Holidays and compensatory time off shall be counted as time worked during the twenty-eight (28) day period. Vacation time and sick leave shall be counted as time not worked during that same period.

Overtime for court and callback time shall be paid on each bi-weekly pay period during which the overtime was worked.

This confirms the County's existing policy and practice of utilizing Section 207(k) of the FLSA for the purpose of determining overtime for employees covered by this MOU. Pursuant to Section 207(k), employees have been and will continue for the term of this agreement, to be paid overtime at the rate of time and one half the employee's regular rate of pay for all hours worked as the term "hours worked" is defined in this agreement in excess of 171 within the designated 28-day work period.

Employees shall have the option of taking overtime pay in compensatory time off, subject to a maximum accumulation of seventy (70) hours. Compensatory time off will be scheduled at the employee's request, subject to the needs of the department.

#### ARTICLE 7.04 SCHEDULE CHANGE.

There shall be no change of work schedule unless the employee is notified of such pending change at least 4 calendar days in advance of the regular work schedule date that is being changed. If an employee is not given said notice, all hours worked during the change of work schedule that are outside of the employee's regular work schedule shall be paid at time and one half the employee's regular rate of pay. This section may be waived if the employee requests and agrees to said change. Should an employee be required to work prior to their regular start time or as an extension of their regular shift (with less than the 4 calendar days' notice) the hours worked outside the regular work schedule shall be paid at time and one-half.

#### ARTICLE 7.05 WORKING OUT OF CLASSIFICATION.

Any full-time non-probationary employee assigned by the Department Head, with approval of the Personnel Director, to work in a higher classification under extraordinary circumstances will receive approximately a 5% salary increase for all time worked in the higher classification.

Nothing herein shall be construed as limiting management's authority to assign County employees temporarily to different or additional work duties and responsibilities for the purpose of responding to emergencies or necessary special, limited time assignments.

The assignment of deputies or assistants to fill in for management during vacations or short-term leaves shall not be construed as extraordinary circumstances or as working out of classification for the purpose of this article.

### PAID LEAVE

#### ARTICLE 8.01 SICK LEAVE

A. Employees other than temporary shall be entitled to one hundred and twenty (120) hours of sick leave with pay for each year of full-time county service. Sick leave shall accrue from the date of county employment at the rate of 10 hours for each month or major fraction thereof served. Sick leave may not be granted in excess of the amount accrued and shall be cumulative from year to year. In any position of a Regular part-time nature, the accrual of sick leave shall be prorated in the same ratio as the regular work hours per day, days per week, weeks per month, or months per year of such part-time employees bear to eight hours per day, forty hours per calendar week, calendar weeks per month, or twelve calendar months per year.

B. In the case of illness, the employee, upon request of the department head, must, upon his return to duty, present a doctor's certificate of illness in order to be credited with sick leave. Exceptions to this provision are permissible with an approval from the department head when the employee involved, for religious reasons, is opposed to the advice or assistance of a physician.

C. A County employee who is entitled to temporary disability indemnity under the Labor Code may elect to take as much of his accumulated sick leave or his accumulated vacation after his accumulated sick leave becomes exhausted, as, when added to his disability indemnity, will result in a payment to him of his full salary wages. At a time when sick leave and vacation time is exhausted, the employee shall be placed on leave of absence without pay until able to return to active service.

D. No employee shall be entitled to sick leave while absent from duty on account of any of the following causes:

1. Disability arising from any sickness or injury purposely self-inflicted or caused by any of his willful misconduct;
2. Sickness or disability sustained while on leave of absence other than his or her regular vacation period.

D. Sick leave is transferable from department to department in case of an employee transfer to another department.

F. Sick leave is defined as absence from work because of illness or injury to the employee, such as that due to exposure to contagious disease, medical or dental appointments.

ARTICLE 8.02 SICK LEAVE USE (IMMEDIATE FAMILY).

A maximum of ½ the annual sick leave accumulation shall be allowed within any year for absence from duty while the employee cares for a member of his family who is ill or disabled. Immediate family is to be defined as husband, wife, parent, brother, sister, child, grandparent, and grandchild, and the corresponding relation by affinity. In the event of an extended family illness, upon recommendation of the department head, the Personnel Director may allow greater than this amount of sick leave to be used by the employee.

ARTICLE 8.03 BEREAVEMENT LEAVE.

Whenever it is reasonably necessary for an employee to be absent from duty because of a death of an immediate family member, they shall be eligible for up to forty hours paid leave per occasion of bereavement leave, but in no event shall they use more than eighty (80) hours in any fiscal year. Time off shall not be charged to sick leave. Upon approval of department head, additional days off may be taken from any available vacation or comp time. Immediate family is to be defined as husband, wife, parent, brother, sister, child, grandchild, grandparent, aunt, uncle, niece, nephew, and the corresponding relationship by affinity.

Upon approval of the department head, additional days off may be taken from any available vacation or comp time.

ARTICLE 8.04 VACATION ACCRUAL.

Employees (other than temporary/extra help employees) shall be entitled to ninety-six (96) hours of vacation leave with pay for each year of full-time service. Such vacation leave shall accrue from the date of county employment as a full-time employee at the rate of eight (8) hours for each month served. Up to two hundred and forty (240) hours of vacation time may be accumulated.

1. In any position of a part-time, permanent nature, the allowed vacation leave shall be that part of ninety-six (96) hours equal to the proportion that actual service bears to full-time service in the class of position in question.
2. Department heads shall have full responsibility and discretion for setting vacation periods for all employees under their supervision during the calendar year.
3. Any employee, regardless of length of permanent service with the county, shall be entitled upon resignation, retirement or layoff to compensation in lieu of accrued vacation, payable as of the last day of his employment.
4. All employees shall be encouraged to make use of earned vacation time in accordance with the provisions of this article. In exceptional circumstances, however, with the consent of the employee and the approval of the Board of Supervisors, the department head may allow such employee to forgo the taking of a vacation and be compensated in lieu thereof; provided however, that any employee who is given the opportunity to take his earned vacation and who does not do so shall be deemed to have waived the vacation and shall not be entitled to compensation therefore.
5. Any employee who has served the county for five years of continuous service is thereafter entitled one hundred and twenty hours (120) of paid vacation per year to be computed based on ten (10) hours per month of service, and such employees shall be entitled to accumulate such vacation time to a maximum of two hundred forty hours. Each represented employee completing ten (10) years of continuous service shall be entitled to accrue one hundred forty-four hours of vacation leave with pay per

year of full-time service. Any employee having seventeen years of service shall be entitled to one hundred sixty (160) hours of vacation leave for each year of full-time service. Such vacation shall accrue at the rate of 13.33 hours per month of service.

6. No person shall be permitted to work for compensation for the county in any capacity during the time of his paid vacation from county service.

#### ARTICLE 8.05 HOLIDAYS.

A. The following are established as holidays for all employees, including probationary employees, in permanent positions (temporary/extra help employees do not receive holidays):

1. January 1st, New Year's Day;
2. The third Monday in January.
3. February 12th, known as "Lincoln's Birthday;"
4. The third Monday in February;
5. The last Monday in May;
6. July 4th, Independence Day
7. First Monday in September, Labor Day;
8. The second Monday in October, known as "Columbus Day;"
9. November 11th known as "Veterans Day;" 10. Thanksgiving Day;
11. The Friday after Thanksgiving Day;
12. December 24th, Christmas Eve;
13. December 25th, Christmas;
14. Every day appointed by the President for a public feast, Thanksgiving or holiday conditional upon advance approval by the Board of Supervisors.
15. One personal holiday.

B. If any holiday designated in subsection (a) of this section falls on a Sunday, the Monday following that holiday shall be given as a day off with pay to every permanent employee. If any such holiday falls on a Saturday, the Friday preceding that holiday shall be given as a day off with pay to every permanent employee.

C. Employees who were employed as of December 31st shall be entitled to take a personal holiday in the following calendar year. If the paid personal holiday is not used by the employee during that year, it will be lost to the employee. Employees who have worked less than full time during the preceding six months in which the holiday is taken shall have their personal holiday prorated accordingly. The personal holiday cannot be granted to the employee in the form of additional compensation. It shall be taken as a paid day off.

D. Any county employee, except temporary/extra help employees who are required to work on a holiday shall be entitled to the equivalent time off as provided in this section. Permanent part-time employees shall earn paid holidays on a prorated basis in relation to full-time employment.

#### ARTICLE 8.06 HOLIDAY SCHEDULING.

Members of the Association shall receive the total number of holidays allowed by this MOU on January 1st of each year. These holidays shall be taken during the calendar year accrued. In the event an employee takes holiday time off and then leaves County service, the non-accrued holiday time will be deducted from vacation time or from the final payroll check of that employee. A time-off request form must be submitted for taking the holiday(s) and will be granted at the discretion of the Sheriff. The Sheriff shall retain the right to schedule holidays off in the month they fall when the work-load or personnel availability so dictates; i.e., certain employees whose normal work period corresponds with regular office hours may be required to take the holiday off on the designated holiday, at the discretion of the Sheriff.

#### ARTICLE 8.07 PAID LEAVE CARRYOVER.

The appointing power may permit an employee to carry over more vacation and/or holiday credits than the prescribed maximum when the employee is prevented from taking vacation/and or holiday credits because the employee is: 1) required to work as a result of fire, flood or other emergency, 2) assigned work of priority or critical nature over an extended period of time, 3) absent on full salary for compensable injury, or 4) prevented by department regulations from taking vacation/and or holiday credits until December and is then unable to take vacation/and or holiday credits because of sick leave usage.

#### ARTICLE 8.08 ADMINISTRATIVE LEAVE:

Leave of absence with pay and benefits may be imposed or allowed by the County Administrative Officer or designee. Administrative Leave is not an action of censure and does not presume guilt on the part of an employee. However, an employee on Administrative Leave may not perform any work or function for the County during the duration of the leave.

#### ARTICLE 8.09 OTHER PAID LEAVES:

Employees may be eligible for other paid leaves pursuant to Appendix F.

### UNPAID LEAVE

#### ARTICLE 9.01 UNPAID LEAVE.

A. Any employee in the classified service who has permanent status may be granted leave of absence without pay in excess of 90 days upon written request of the employee, which is recommended by his/her department head and approved by the Board of Supervisors for the reasons listed below. In the case of leave without pay of ninety calendar days or less, approval may be granted by the Personnel Director. Benefits (including vacation and sick time) do not accrue during a leave of absence without pay.

1. Illness or disability;
2. Maternity leave. An employee may choose to utilize accumulated sick leave for maternity purposes. In the case that an employee's accumulated sick leave is exhausted or the employee chooses not to use sick leave this section does not apply. Employee's personal physician will determine how close to the date of the expected birth of the child the employee may work. Pregnancy leave shall be for a period consistent with applicable law;
3. To take a course of study which will increase the employee's usefulness upon return to his position;
4. Personal reasons acceptable to the employee's department head and to the Board of Supervisors.

B. A leave of absence without pay may be for a period not to exceed one year and may extend only upon the approval of the Board of Supervisors. Failure of an employee to return to his county employment upon termination of an authorized leave of absence shall be grounds for dismissal from county service.

C. Military leave shall be governed by provisions of the Military and Veterans Code.

D. Whenever an employee who has been granted leave without pay desires to return before expiration of such leave he shall notify his department head as soon as possible in advance of his return.

E. A vacancy resulting from an approved leave of absence should be filled by a limited term appointment, and the person appointed to fill his vacancy shall be informed by his department head that his employment in that position is temporary.

F. Approval of leave without pay by the Board of Supervisors is not necessary when leaves are governed by federal and state family and medical leave laws or in the case of established or contested work-related injuries

G. In addition to A-F above, employees may be eligible for certain other unpaid leaves pursuant to Appendix F.

## **LAYOFFS**

### **ARTICLE 10.01 LAYOFF PROCEDURE.**

A. Definition of Layoff: a layoff is an action, or a series of actions, where the Board of Supervisors determines that a reduction in the employment force is necessary and, as a consequence, an individual employee's employment with the County is terminated, subject to the conditions set forth herein.

B. Scope of Layoff Procedure: all County employees shall be covered by layoff procedures described herein.

C. Layoff Procedure: in the event of a layoff, such layoff will be initiated within affected County departments giving due recognition to the seniority an individual employee has within County service.

After the Board of Supervisors has reviewed various proposals made by the affected department head regarding potential layoff plans, the Board will determine the number and classification and employees that must be laid off. Said layoff will take place in accordance with the following procedures:

1. In the event of a layoff, such layoff will be initiated within County service.

2. Seniority lists. The Personnel Director shall establish seniority lists for all classes based upon employees' length of service with the County. Such lists shall be established on departmental basis. For purposes of these procedures, "department" means those budget units administered by one appointing power.

3. Seniority score computation. Total County seniority shall be counted from the initial date of appointment to a regular employment status, as long as there has been no break in service;

otherwise, total seniority credits shall be counted from the first day of employment following the last break in service.

One point of seniority credit shall be given for each qualifying month of regular employment status. For other than full time employees, 173.333 hours worked shall be equivalent to one month's service and seniority credit shall be given upon completion of each 173.333 hours worked. A full-time employee who has fifteen (15) or more calendar days of service in a calendar month shall be considered to have worked a complete month.

Authorized leaves of absence without pay of less than one year shall not be considered breaks in service but time spent on such leaves without pay shall not count toward seniority credit.

Seniority credit for permanent, part-time service shall be computed on an hourly basis from the original date of appointment.

Seniority credits for a particular class shall only include credit for service that is also included in the time period for total seniority credits.

When two or more employees have the same total seniority score, the tie shall be broken and preference given in the following sequence: Employee with the greatest seniority in the class in which layoff is being made and in related higher classes; employee with the greatest seniority for total County service; employee whose name is drawn by lot by the Personnel Director.

D. The order of layoff among employees will be as follows:

1. Temporary/extra employees will be laid off;
2. Probationary employees will be laid off next;
3. Permanent part-time employees will be laid off next;
4. Permanent full-time employees will be laid off next.

E. In each instance, the layoff will be inverse order of seniority within the affected department. Appropriate recognition will be given to jobs which require certain degrees of specialization as determined by the department head and in the event that two employees have equal seniority within a specific classification in that department, the employee with the specialized skills to perform the job shall be the last to be laid off.

F. An employee who is laid off may demote to a lower class in the same department that has similar duties, responsibilities and requirements, as designated by the Personnel Director, providing total seniority credits exceed the total seniority credits of one employee in the lower class. To be considered for demotion in lieu of layoff, an employee must notify the Personnel Director in writing of selection not later than seventy-two hours after receiving the notice of layoff.

G. In lieu of being laid off in an employee's present classification, an employee may elect to transfer to or demote to any class with the same or lower maximum salary in which the employee had served with permanent status in the same department or other department in the County if such a position is vacant or if the employee being laid off has more seniority in that class than at least one employee in the class.

H. In special circumstances, upon recommendation of the department head and the approval of the Board of Supervisors, an employee may elect to transfer or demote in lieu of layoff to a position in said employee's department in which the employee has not previously served but which the employee's skills and ability are adequate to perform the respective job if such a job is vacant.

I. Any employee replaced by a demotion or transfer described in subsection (f) will have the same rights as set forth in this section.

J. Thirty (30) calendar days before the effective date of the layoff, written notice of the intended layoff action and the various employment alternatives available to the affected employee will be provided to the affected employee. Said written notice shall state the reasons for which the layoff procedure is necessary. An employee receiving such written notice shall have seventy-two hours in which to determine which of the employment alternatives they will select. Within said seventy-two hour period the employee will notify the Personnel Director of the employment alternative the affected employee has selected, said notification to be in writing.

K. Reemployment rights: Employees affected by the procedure set forth in this subsection shall have the following reemployment rights:

1. A reemployment list will be established in the inverse order of layoff within specific classification in each department. Persons on this list will be afforded the first opportunity for appointment to any future employment in said class for a period of one year. An employee, if recalled within this one-year period, will resume employment and will be reinstated with all rights and benefits as though said employee had returned from an unpaid leave of absence, including accumulation of seniority, unpaid or unused vacation and sick leave, and reinstatement at the salary step level to which said employee previously held, notwithstanding any provision of County rules, regulation or ordinances to the contrary.

2. Persons on such reemployment lists shall have the right to refuse two offers from the employment list for jobs within the classification within the County department where that employee was previously employed. After a person has made two such refusals that employee's name will be stricken from the reemployment list.

## **INSURANCES**

### **ARTICLE 11.01 HEALTH INSURANCE.**

County agrees to contribute to PERS on behalf of any employee participating in a PERS-sponsored health insurance plan according to the chart below. PERS retirees participating in PERS sponsored health insurance shall also receive the County contribution provided by this article.

Effective upon the first full pay period after ratification of this MOU by the Board of Supervisors:

Employee only	\$290.00
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Employee + 1 dep.	\$365.00
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Employee + 2 dep.	\$537.00
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Effective the first full pay period following January 1, 2023:

Employee only	\$315.00
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Employee + 1 dep.	\$390.00
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Employee + 2 dep.	\$537.00
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#### ARTICLE 11.02 FLEXIBLE BENEFIT PLAN.

Effective the first full pay period following ratification of this MOU by the Board of Supervisors, the County shall contribute \$669.00 and effective the first full pay period following January 1, 2023, the County shall contribute \$694.00 monthly to the flexible benefit plan (prorated for regular part-time employees) which may be used for the following:

- A. Dental Coverage
- B. Vision Coverage
- C. Life Insurance
- D. Additional contributions to health insurance coverage
- E. Deferred Compensation
- F. Section 125 available accounts (i.e. childcare and non-reimbursed medical expenses)
- G. Supplemental insurance products

#### ARTICLE 11.03 DENTAL PREMIUM.

The maximum county contribution monthly for dental insurance shall be \$40.00, prorated for part-time employees.

#### ARTICLE 11.04 HEALTH INSURANCE COMMITTEE.

The County agrees to maintain the Health Insurance Committee on an active basis, with staff support.

#### ARTICLE 11.05 LIFE INSURANCE.

The County agrees to provide at its cost a \$30,000 Term Life Insurance policy for each employee.

### RETIREMENT

#### ARTICLE 12.01 RETIREMENT PLAN.

County agrees to maintain its contractual arrangement with PERS to provide retirement benefits:

1. Safety - 3% @ 50
2. Single-Highest Year
3. 1959 Survivor Benefits (3rd Level)
4. Sick Leave Credit
5. Military Service Credit
6. Service Credit for Lay-offs

Employees hired after June 11, 2012 shall be covered by the PERS 3% @ 55 retirement formula, as well as the highest salary for 36 consecutive months formula.

#### ARTICLE 12.02 RETIREMENT PAID.

"Classic" PERS members shall pay their full PERS member contribution, (9%) on a pre-tax basis.

"PEPRA" PERS members shall pay 50% of the normal cost, as defined by PERS, as their PERS member contribution, on a pre-tax basis.

#### ARTICLE 12.03 PENSION REFORM ACT OF 2013.

In addition to the above CalPERS retirement provisions, the County will comply with and apply the California Public Employee's Pension Reform Act of 2013 and all applicable amendments thereto.

### MISCELLANEOUS PROVISIONS

#### ARTICLE 13.01 PROBATIONARY EMPLOYEE

"Probationary employee" means an employee appointed to a position in the classified service prior to appointment to a permanent position. A probationary employee shall be paid the rate of the salary step of the pay rate to which that employee is appointed. A probationary employee shall accrue those benefits vested for probationary employees in ordinance, contractual agreements or in memoranda of understanding. Probationary employees shall have no appeal rights in disciplinary actions. Hereafter, "probationary employee" means an employee on a county probation period.

#### ARTICLE 13.02 POSITION CLASSES

All classes of positions with the exception of the exempt service shall constitute the classified service. When one or more new classes are requested, or whenever because of any change in organization or method, or significant changes in duties or responsibilities for an existing position is made which may require amendment of the classification plan, the department head will list the significant facts, duties and responsibilities of the position or positions and forward them to the Personnel Director. After review and study, the Personnel Director shall determine whether a reclassification is appropriate. If so the Personnel Director shall draft the proposed new class specification for approval by the Board of Supervisors.

The Board of Supervisors, at any regular meeting thereof, may create new classes, divide, combine, alter or abolish classes, or reallocate existing positions to other classes by resolution.

#### ARTICLE 13.03 PERSONNEL FILES.

The County shall give a copy of any material placed in the employee's permanent personnel file to the employee. Employees shall be permitted to inspect such personnel files upon request. Documents excepted from inspection by employees include records of an employee relating to the investigation of a possible criminal offense.

#### ARTICLE 13.04 EMPLOYEE EVALUATION.

A. Upon completion of an employee's probationary period and then annually, within one month prior to the employee's anniversary date, each department head shall evaluate the performance of his/her employees in the classified service. The evaluation shall be in writing on forms approved by the county counsel and shall give the employee an overall rating of either:

1. exceeds performance standards;
2. meets performance standards;
3. needs improvement; or

4. unacceptable performance.

B. An employee who is dissatisfied with the rating received may grieve the matter through the Lassen County grievance procedure.

C. An employee who has not received a regular performance evaluation by his anniversary date shall be deemed to "meet performance standards" for the year.

D. Evaluations shall be kept in the official personnel file in the personnel office and shall not be open to public inspection.

E. Evaluations shall be considered in approving transfers, promotions, merit increases, disciplinary actions or other personnel actions.

#### ARTICLE 13.05 JURY DUTY.

No deductions shall be made from the salary of an employee while on jury duty if the fee for jury duty is waived or remitted to the county. If he has not so waived or remitted this stipend, he should be paid only for the time actually worked in his regular position. An employee accepted for jury duty shall immediately notify his department head in writing whether or not he waives or remits his jury fee to the county. In no event can any county employee, while serving on jury duty receive compensation in excess of that which he would regularly earn in his regular employment.

#### ARTICLE 13.06 MEAL REIMBURSEMENT/MILEAGE.

In the event an employee of the Sheriff's Office is on training duty and consumes a meal which is reimbursable by POST at a greater rate than that paid by Lassen County then said employee shall be reimbursed at the POST rate.

For meal/expense reimbursement purposes, effective upon adoption of this agreement by the Board of Supervisors, per diem shall be increased to the IRS general rates. The time frames for reimbursement shall change from 7:00 A.M. to 6:30 A.M. and from 6:00 P.M. to 6:30 P.M.

Those employees living in out-lying areas when using their private vehicles to travel to Court shall be compensated for mileage at the rate specified in the County Code.

Employees required by the County to attend training, conferences, and/or seminars on behalf of the County shall receive a cash advance for per diem, mileage and lodging when so requested within a reasonable time period prior to said training, conference or seminar.

#### ARTICLE 13.07 TUITION AND BOOKS REIMBURSEMENT.

Both the Association and the County of Lassen encourage and support educational and training programs that provide full-time employees opportunity for professional career development that directly benefits the county department in which the employee is employed by increasing the competency of its regular staff. Toward this end, the County will provide partial reimbursement for courses that are directly related to the employee's present position or promotion within the county service. Reimbursement, which will be provided for tuition and books directly related to the approved course, shall be limited to a maximum of one hundred fifty dollars (\$150) per course or fifty dollars (\$50) per semester or quarter unit, whichever amount is greater, not to exceed seven hundred fifty dollars (\$750) per individual employee per fiscal year. Reimbursement up to the maximum course limits described above shall be based upon attaining a passing grade.

Participation in this program shall be at the discretion of the department head with advanced written approval from the Personnel Director. There shall be no right to appeal participation.

Funding for this program is dependent upon sufficient funds being available in the departmental budget to reimburse the employee. For further details see Appendix G.

#### ARTICLE 13.08 EMPLOYER-EMPLOYEE RELATIONS POLICY.

The parties agree to the Employer-Employee Relations Resolution as adopted by the County.

#### ARTICLE 13.09 SICK LEAVE INCENTIVE PROGRAM

An employee may elect to convert sick days to vacation days based on their sick leave use during a calendar year, as follows:

<u>Sick Leave Used Annually</u>	<u>Convert Sick Hours to Vacation</u>
0 sick shifts used	36 hours sick to vacation hours
1 sick shifts used	24 hours sick to vacation hours
2 sick shifts used	12 hours sick to vacation hours

#### ARTICLE 13.10 CELL PHONE ALLOWANCE

At the request of individual unit employees, the County shall pay a cell phone allowance of \$50 per month when it has been determined that the unit employee is required to utilize their personal cell phone for work related matters. Such phones must be in appropriate working condition so they can be utilized for all work-related matters. The cell phone obtained by the unit employee shall meet the criteria established by the Lassen County Sheriff

Unit employees have been advised that the cell phone allowance is considered taxable income and agree they are responsible for any taxes which may apply. Fees in excess of the cell phone allowance are the responsibility of the respective unit employee

#### ARTICLE 13.11 JOB DESCRIPTIONS

Add to all job descriptions where appropriate "ability to work cooperatively with other employees."

#### ARTICLE 13.12 MOU/PERSONNEL RULES & REGULATIONS CONFLICT

Should a subject be covered in both the MOU and the Personnel Rules & Regulations, the MOU shall prevail and all portions of the subject in the Personnel Rules & Regulations shall not be followed and shall not be applicable for any reason.

#### ARTICLE 13.13 STATE DISABILITY INSURANCE

Should the Association request State Disability Insurance coverage, at employee cost, the County shall implement such coverage for all employees in this unit. Benefits shall be coordinated as described in Appendix F.

#### ARTICLE 13.13 BODY WORN VIDEO CAMERAS

The Sheriff and the Association agree to develop a policy regarding body worn video cameras. The requirement of the District Attorney Investigator to wear a body worn video camera shall be at the discretion of the District Attorney.

ARTICLE 13.10 K-9 POLICY.

A. Scope of Program

1. It is mutually agreed by both parties that the program shall be under the control and direction of the Sheriff or his/her designee.
2. Any canine in the program shall be owned by the County.
3. The cost for care, feeding and maintenance of the canine shall be the responsibility of the County.
4. The County reserves the right to terminate this program at any time without the right of appeal, including lack of donated funds.

B. K-9 Handler Compensation

1. The County and the Association have determined that the amount of compensable off-duty working time attributed to the routine care, feeding, exercising, grooming, Kennel cleaning, cleaning of County vehicles and ordinary transport to the veterinarian is 15 minutes per day, seven days per week. Effective the first full pay period following adoption of this MOU, 15 minutes is increased to 30 minutes. This determination is the result of a good faith estimate by the County and the Association and is intended to be comprehensive, accurate and inclusive of all pertinent facts. The compensation for such additional off-duty working time shall be paid at the handler's time and one half (1 ½) regular rate of pay.

ARTICLE 13.11 EDUCATION INCENTIVE PROGRAM

Effective the first full pay period following ratification of this MOU by the Board of Supervisors, any employee who possesses or acquires an associate of arts/associate of science degree in a field of study relevant to the work of the classification of a peace officer supervisor, shall receive an additional 2.5% effective the first full pay period following proof of such certification to the satisfaction of the Personnel Director. Any employee who possesses or acquires a bachelor of arts/bachelor of science degree in a field of study relevant to the work of the classification of deputy sheriff, shall receive an additional 2.5% effective the first full pay period following proof of such certification to the satisfaction of the Personnel Director. The maximum an employee may receive pursuant to this incentive is 5%. Whether a particular degree is in a field of study relevant to the work of those classifications in the unit is a determination that shall be left to the discretion of the Sheriff and shall require approval by the Personnel Director.

**CLOSING PROVISIONS**

ARTICLE 14.01 FULL AND COMPLETE AGREEMENT.

The above constitutes a full and complete agreement between the parties on all items within the scope of representation through December 31, 2023 except as otherwise specified herein. It is intended that all other ordinances, resolutions, rules, memoranda, practices and procedures shall remain in full force and effect through December 31, 2023 and shall continue in effect year to year unless one of the parties notifies the other no later than October 15th of a given year of its intent to modify or amend this contract.

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ARTICLE 14.02 SIGNATURES.

This agreement was approved by the Lassen County Peace Officer Supervisors Association on the day of \_\_\_\_\_, 2022 and ratified by the Lassen County Board of Supervisors on August 9th 2022.

For the County of Lassen

For the Lassen County  
Peace Officer Supervisors Association

  
\_\_\_\_\_  
Richard Egan  
County Administrative Officer

  
\_\_\_\_\_  
Wes Gray  
Representative

  
\_\_\_\_\_  
Chris Gallagher  
Chairman, Lassen County Board of Supervisors

\_\_\_\_\_  
Chris McNally  
Representative

ATTEST:

  
\_\_\_\_\_  
Clerk of the Board of Supervisors

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Amanda Uhrhammer  
County Counsel

## APPENDIX A

### CATASTROPHIC LEAVE

#### A. Definition of Catastrophic Illness or Injury.

Catastrophic illness or injury is a severe illness or injury which is expected to incapacitate the employee for a minimum of 20 eight-hour working days (or for other work schedules, the equivalent in total work hours) which creates a financial hardship because the employee has exhausted all of his/her accumulated paid leave time. Catastrophic illness or injury is further defined as a debilitating illness or injury of an employee's spouse, son or daughter that results in the employee being required to take time off from a minimum of 20 eight-hour working days (or for other work schedules, the equivalent in total work hours) to care for the family member, when this creates a financial hardship because the employee has exhausted all of his/her accumulated paid leave time.

An employee's illness or injury for which they have submitted a workers' compensation coverage claim shall not be eligible for this catastrophic leave provision.

#### B. Conditions Under Which Paid Leave Credits May Be Used.

The employee requesting to use "catastrophic leave" shall submit a written request to their Department Head. The request must include a written statement from a licensed physician verifying the illness or injury. Catastrophic leave must be recommended by the Department Head and approved by the Personnel Director. Approved requests shall be forwarded to the Auditor/Recorder for implementation, along with forms from the employee donating time to the affected employee.

The affected employee must have exhausted any accumulated paid leave time for which they are eligible (sick, vacation, compensatory, holiday) prior to utilizing catastrophic leave.

Any paid leave time accrued by the affected employee while using donated time must be used during the next pay period.

Only full-time permanent employees are eligible to receive donated paid leave time.

The use of donated paid leave time shall not exceed 120 days of paid leave for any one catastrophic illness/injury.

#### C. Conditions Under Which Paid Leave Time May be Donated to an Employee.

Any full-time, permanent employee may donate accumulated vacation, compensatory time or holiday time to an eligible employee. Sick leave cannot be donated.

Donations must be made in increments of one regular work day (or more) from the donating employee.

Donated paid leave time shall be converted to its cash value and then credited to the recipient in hours at the recipient's base hourly rate as vacation credit.

The donation of paid leave time is irreversible. Should the employee receiving the donated hours not use all donated leave for the catastrophic illness/injury, any balance will remain with that employee

Employees donating paid leave time shall do so in writing on a form developed by the County. All donation transactions shall be credited effective the pay period following submittal of the form requesting the paid time donation.

## **APPENDIX B**

### **HARASSMENT POLICY**

RESOLUTION NO. 89-115

BOARD APPROVAL DATE: 12/12/1989

REVISION NUMBER & DATE: Rev. 2 11/28/89/ 5/22/08, 11/6/09, 06/15/10, Rev. 7/14/2015

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF LASSEN,  
STATE OF CALIFORNIA, IMPLEMENTING A COUNTYWIDE EMPLOYMENT  
HARASSMENT AND ABUSIVE CONDUCT PREVENTION POLICY

WHEREAS, the County of Lassen is committed to principles and practices of non-discrimination in its employment relations; and

WHEREAS, the County of Lassen has a clear interest in maintaining an employment practices environment free from harassment having the effect, either directly or indirectly, of discrimination against individuals on a basis enumerated in the California Fair Employment and Housing Act; and

WHEREAS, harassment on the basis of race, religious creed, color, natural origin, ancestry, physical handicap, medical condition, marital status, sex or age is inappropriate in an employment environment; and

WHEREAS, the occurrence of such harassment including sexual harassment, undermines the integrity of the employment environment and results in low morale, reduced productivity and loss of skilled personnel; and

WHEREAS, the Board of Supervisors recognized that the California Fair Employment Housing Commission regulations concerning harassment (2 Cal. Adm. Code 7287.60) provides a basis for establishment of County policy regarding discriminatory harassment.

WHEREAS, The County of Lassen is committed to providing a workplace free of abusive conduct.

BE IT FURTHER RESOLVED AND ORDERED that the policy of Lassen County regarding discriminatory harassment prevention be established as follows:

1. It is the policy of the County of Lassen to promote an employment practices environment free from harassment having the effect, either directly or indirectly, of discriminating against a County employee or an applicant thereof on the basis of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, sex or age, and to take reasonable steps to prevent such harassment from occurring in the employment practices environment, including the following: a) affirmatively raising the subject of harassment; b) expressing strong disapproval; c) developing appropriate sanctions; d) informing employees of their right to raise and how to raise the issue of harassment under California law; and e) developing methods to sensitize all concerned.

2. Harassment includes but is not limited to: a) verbal harassment, e.g., epithets, derogatory comments or slurs on a basis enumerated in the foregoing paragraphs; b) physical harassment, e.g., assault, impeding or blocking movement, or any other physical interference with normal work or movement when directed at an individual on a basis enumerated in the foregoing paragraph; c) visual forms of harassment, e.g., derogatory posters, cartoons, or drawings on a basis enumerated in the foregoing paragraph; or d) sexual advances, including but not limited to sexual advances which condition an employment benefit upon an exchange of sexual favors.

3. It is the policy of the County of Lassen that such harassment shall not be tolerated, condoned or trivialized, and any harasser, if a County employee, shall be subject to appropriate discipline, including possible dismissal, as determined by employee's Department Head upon due consideration of the findings and recommendations of the County Administrative Officer or designated representative.

4. It is the policy of the County of Lassen to provide a workplace free of abusive conduct from the employer or employee. Abusive conduct is further defined as conduct of an employer or employee in the workplace, with malice, that a reasonable person would find hostile, offensive, and unrelated to an employer's legitimate business interests. Abusive conduct may include repeated infliction of verbal abuse, such as derogatory remarks, insults, and epithets, verbal or physical conduct that a reasonable person would find threatening, intimidating, or humiliating, or the gratuitous sabotage or undermining of a person's work performance. A single act shall not constitute abusive conduct, unless severe and egregious.

**BE IT FURTHER RESOLVED AND ORDERED THAT THIS POLICY SHALL BE IMPLEMENTED IN THE FOLLOWING MANNER:**

1. Department Heads, mid-management and supervisors of the County of Lassen shall be responsible for informing personnel in their respective departments of their rights and responsibilities under this policy regarding harassment prevention, ensuring that their work area is free of any form of harassment; ensuring that employees who report incidents or corroborate evidence of harassment are adequately protected from any of the retaliation from either co-workers or management and for coordinating and cooperating with the Personnel Director in resolving complaints involving personnel in their respective departments.

2. To ensure reporting takes place, we are making the reporting procedure as flexible as possible. Any employee who believes that he or she is being harassed should report the incident(s) to his or her supervisor. If the complaint is found to be valid, the department may attempt to resolve the complaint. In the event that resolution is not possible, the supervisor shall report the incident(s) to the next chain of command. If the complaint cannot be resolved to the complainant's satisfaction or the supervisor is a party to the complaint the employee shall report the incident(s) to any other supervisor, assistant Department Head, Department Head or Personnel Director. A completed copy of all reports shall be forwarded to the County Personnel Department.

3. Every reported incident(s) of harassment will be thoroughly and promptly investigated by the affected Department Head and/or the Personnel Director. Upon completion of the investigation,

a report shall be issued to the County Administrative Officer for review and approval. Upon approval of a course of action regarding the harassment claim, information as to the proposed action shall be provided to the employees involved i.e., complainant and alleged harasser. At all times, management shall respect the privacy, confidences and sensitivities of all persons involved in the incident. When, in the case the Board of Supervisors determines the Personnel Director is unable to function as a neutral third party the services may be requested of either the California Department of Fair Employment and Housing or the United States Equal Employment Opportunity Commission. Proposed action, if any, will be imposed within three days of such notice. For appeal of disciplinary action, please see Lassen County Code 2.36.130.

4. Contractors with the County of Lassen shall be responsible for ensuring that effective policies and procedures concerning the prevention of harassment exist in their companies as part of the requirements under the equal employment opportunity/non-- discrimination clause of their contracts with the County in a manner consistent with the purpose and intent of this policy.

BE IT FURTHER RESOLVED AND ORDERED that it is the policy of the County of Lassen and of departments having regular public contact in particular to be supportive of employees experiencing harassment on the job from members of the public by taking reasonable steps to identify and prevent such behavior as it may occur.

BE IT FURTHER RESOLVED AND ORDERED that nothing in these regulations may be construed as limiting the County's right to take reasonable disciplinary measures which do not discriminate on the basis numerated, in this policy.

The foregoing resolution was passed and adopted at a regular meeting of the Board of Supervisors of the County of Lassen, State of California, held on the 12th day of December, 1989.

## **APPENDIX C**

### **WORKPLACE VIOLENCE POLICY**

#### **LASSEN COUNTY ZERO TOLERANCE VIOLENCE and THREATS in the WORKPLACE POLICY**

##### **POLICY STATEMENT**

The County of Lassen is committed to the safety of all of its employees and citizens. It is determined to strive for an atmosphere free from actual or threatened workplace violence against them. In addition to the Illness/Injury Prevention Program, which defines measures necessary to protect the health and safety of County-employees, it is the policy of Lassen County to implement a Zero Tolerance Standard with regard to threats and violent behavior in the workplace. This includes threats and violent behavior, direct, indirect, implied, or actual, from any person, and directed toward any person, occurring at any County facility or in connection with the conduct of County business without regard to location.

##### **POLICY OBJECTIVE**

1. To ensure that all workplace threats and violent behavior are addressed promptly.
2. To ensure the level of physical/facility security in Lassen County work places is sufficient to protect the health and safety of County employees.
3. To ensure that the County of Lassen is in complete conformance with all Title 8, California Code of Regulations, General Industry Safety Orders' mandates relative to violence in the workplace.

##### **POLICY AMPLIFICATION**

Zero Tolerance with regard to threats and/or violent behavior shall include, but not be limited to, the following pro-active measures and/or prohibited behavior:

1. No person shall engage, or be allowed to engage, in violent conduct or make threats of violence, implied, actual, direct or indirect, at a County workplace or in connection with the conduct of County business.
2. Any act of workplace violence or threatening conduct, whether directed against a co-worker, subordinate, manager or outside party will not be tolerated. All threatening comments or behavior, direct, indirect, implied or actual, are to be taken seriously.
3. Threatening comments, action, or violent behavior at any County location or at any location where County business is being conducted are to be reported immediately to the department supervision. Supervisors shall take necessary steps to assure the incident is immediately reported to an appropriate Department Head.

4. No person shall bring any firearm, knife (other than pocket knife), or other weapon into/onto County owned or leased property unless authorized.
5. County employees who engage in threats or violence, direct, indirect, implied or actual, against co-workers or any other person in connection with County business, are subject to legal action by law enforcement authorities and disciplinary action, up to and including termination from employment.

#### ACTION & INVESTIGATION

The supervisor to whom an incident is reported shall immediately provide security for the threatened individual, co-workers and the public at the work site by:

1. Ensuring that any threatening or violent person, employee or member of the public, leaves the work site. *(If the perpetrator is an employee, their supervisor has the authority to send employee home immediately.)*
2. Immediately contacting an appropriate Law Enforcement Agency if necessary to ensure removal of the offender from the scene.
3. When a complaint of the Workplace Violence Prevention Policy is received, the suspected employee(s) may be placed on administrative leave at the discretion of the County Administrative Officer during the investigation. The Risk Manager may also request a restraining order.
4. All threats and violent behavior, implied actual, direct or indirect, are to be documented and investigated by the Personnel Officer or appropriate Department Head. Such documentation shall include a narrative of the incident including names and other appropriate identification of the parties involved, verbal comments made or description of the violent behavior, witness names and witness statements.

#### RESPONSIBILITIES of DEPARTMENT MANAGERS, and ELECTED OFFICIALS

1. Ensure this policy is fully implemented in all work locations within their area of responsibility.
2. Ensure that mid-level managers and supervisors are fully informed of Zero Tolerance and that all action defined under Policy Amplification is followed.
3. Ensure that the Workplace Threat Report Form is completed and delivered to the Personnel Director that day.
4. Ensure that appropriate managers and supervisors attend all training with regard to Work Place Violence.
5. Ensure that all threats and violent behavior, direct, indirect, actual or implied, are reported to appropriate law enforcement agencies, if appropriate, based upon discussion with the Personnel Officer/Risk Manager.

6. Ensure that all County work sites and work practices under individual areas of responsibility are reviewed for the purpose of providing employee security and protection from the potential of reasonably foreseeable violent action.
7. Ensure that all reports of threats and violent behavior, direct, indirect, actual or implied, are fully and formally investigated by the Personnel Officer, with the assistance and involvement of appropriate supporting and/or consultative staff.

#### SUPERVISORS

1. Report all incidents immediately to management.
2. Take reasonable steps to ensure safety of victim.
3. Provide appropriate levels of training to employees as required by Lassen County illness/Injury Prevention Program.

#### RISK MANAGEMENT DIVISION

1. Prepare guidelines and programs in conformance with all Title 8, California Code of Regulations and Mandates.
2. Prepare and present manager/supervisor training.
3. Maintain records of incidents.
4. Provide consultation with regard to workplace threats and violence as well as workplace physical/facility security.

## WORKPLACE THREAT REPORT FORM

Name of threatened employee: \_\_\_\_\_  
Department: \_\_\_\_\_  
Supervisor: \_\_\_\_\_  
Work address: \_\_\_\_\_  
Work Telephone: \_\_\_\_\_ Home telephone: \_\_\_\_\_

### ASSESSMENT BY:

Department Head Name: \_\_\_\_\_ Telephone: \_\_\_\_\_

Personnel Director Name: \_\_\_\_\_ Telephone: \_\_\_\_\_

Risk Mgmt/Safety Name: \_\_\_\_\_ Telephone: \_\_\_\_\_

### RECOMMENDED ACTION:

<input type="checkbox"/> Armed security at worksite	Date initiated: _____
<input type="checkbox"/> Surveillance of perpetrator	Date initiated: _____
<input type="checkbox"/> Area lighting	Date initiated: _____
<input type="checkbox"/> Accompaniment to and from car	Date initiated: _____
<input type="checkbox"/> Change of work hours	Date initiated: _____
<input type="checkbox"/> Change in parking location	Date initiated: _____
<input type="checkbox"/> Surveillance of employee	Date initiated: _____
<input type="checkbox"/> Change in work location	Date initiated: _____
<input type="checkbox"/> Injunction against perpetrator	Date initiated: _____
<input type="checkbox"/> Buddy system	Date initiated: _____

Other: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## **APPENDIX D**

### **INFORMATION TECHNOLOGY POLICY**

#### **1. Statement of Policy**

This policy establishes Lassen County's standard for acceptable use and security of County Information Systems, and provides notice of the County's right to monitor Users and enforce compliance.

Networked computer and telephone systems are essential tools for Lassen County government. County employees are expected to use these systems:

- for the purpose of performing job duties
- in compliance with all applicable laws, regulations and policies; and
- in a manner that maintains the systems' security and capacity to function

#### **1.1 Scope**

This policy applies to the use of all computer and telephone devices, such as desktop computers, laptops, printers, copiers, telephones, fax machines, cell phones, or other communication/information devices owned by the County or connected to the County's network (collectively referred to as the County's Information Systems); and, in use by all County employees, officials, contractors, vendors or by any others using County devices or accessing County systems (collectively referred to as Users).

Furthermore, the policy applies to use of County Information Systems by Users both on site or remote, regardless of whether the use occurs on or off work hours.

County departments may have more restrictive information system requirements beyond those addressed in this policy and are encouraged to develop departmental policies or guidelines to address these needs.

#### **1.2 Informed Consent**

All Users shall be informed of the contents of this policy by their Department Heads upon adoption of the policy and any subsequent revisions. Users shall be required to sign the Standard of Conduct Agreement (Exhibit A) before access is granted or as soon after as is reasonable, and a copy of the signed agreement maintained in their personnel file.

The County will offer Use and Security Training annually. Department Heads are responsible to ensure all Users attend the Training, review the Policy, and sign the Standard of Conduct Agreement annually.

#### **1.3 Enforcement**

Enforcement of this policy is the responsibility of the User's supervisor, under the authority of the Department Head. Any violation of this Policy may result in disciplinary action up to and including termination as well as civil and/or criminal prosecution.

Department Heads may request audits, documentation, or notification of use from County Information Systems Department (ISO) to support disciplinary action.

In the event that the supervisors fail to enforce the policy, ISO will forward the matter to the Department Head.

## 2.0 Acceptable Use of County Information Systems

Access to County Information Systems is provided to Users for County business use. Limited personal use of County Information Systems is acceptable and whenever possible should occur during Users' break time. The determination of what constitutes acceptable personal use is set by the Department, subject to the following general restrictions:

- Use of County Information Systems or data for personal or commercial gain is always prohibited.
- Use that violates other policies, laws, or regulations is always prohibited. (Exhibit B)
- Use that substantially interferes with the User's productivity or that reduces the capacity of system as a whole is not acceptable.

### 2.1 Right to Enforce Use Restrictions

The County reserves the right to block or disable uses of the system that are clearly inappropriate. Items blocked for the County as a whole will be determined by the County's Information Technology & Communications Committee. Department Heads may request that ISO disallow activities on a Departmental basis.

Exceptions to these restrictions can be made on case-by-case basis where there is a justifiable business need.

### 2.2. Security

Because of the interconnections between Information Systems, the actions of one User can have a significant impact on the whole system. Users are expected to exercise judgment in avoiding websites, emails, or programs that are suspicious.

#### General Security Rules

- Physical access to County Information Systems is restricted to authorized Users.
- User accounts may not be shared.
- Passwords must be kept secure and may not be shared or posted openly
- Users must lock their computers when away from their desks, and may not disable or circumvent the automatic 10 minute idle time-out.

- Users must not disable or unduly postpone regular automatic virus scans and virus and security updates.
- Users may not connect personal devices or equipment to the computer or network.
- Users may not access storage media (CDs, DVDs, Floppy Disks, USB Flash Drives, etc.) with the computer unless the media is County owned and/or the access is authorized by ISO

### 3.0 Right to Enforce Security Restriction

The County reserves the right to enforce security restrictions on system access and use as required by policy, law, or regulation; as directed by County Management; or in response to a potential threat to the security of the system.

#### 3.1 Auditing

There is no expectation of User privacy in the use of the County's Information Systems. County Information Systems and their contents are subject to review, audit, discovery, and disclosure, including disclosure pursuant to the Public Records Act (California Government Code Section 6250).

#### 3.2 Right of Access

To ensure that the County's Information Systems are secure and used appropriately the County reserves the right to monitor their use and access any data created or received by Users.

Such access and disclosure shall be in accordance with and subject to any controls or restrictions imposed by applicable laws and regulations (particularly in regards to the privacy and confidentiality of the public: HIPM 45CFR, 42CFR Part 2, Taxpayer Browsing Act, SSA Security agreement, etc.) and in a manner consistent with preservation of evidentiary privileges.

The Department Head under whom each User works has the authority to access, review, and disclose information in accordance with the policies contained in this section. Peers and subordinates have no authority except as specifically granted by Department Head or higher authority.

#### 3.3 Obligation to Provide Access

3.4 Users are required to immediately provide access to County information systems and data to appropriate County management upon request. Such access may include disclosing passwords, decrypting data, and turning over devices or media.

#### 3.5 System Administrator Access

Users assigned responsibilities as system administrators are understood to have inherent access to the information system and data they administer for the purpose of supporting Users of the system and for assisting management in reviews to ensure the County's security. This access

shall remain consistent with federal laws and regulations and does permit disclosure of User or Public information obtained in the performance of administrative duties except as directed by management or required by the regular performance of duties.

### 3.6 Logging, Audit Trails, Regular Audits, and "Red Flags"

The County will use logs, audit trails, periodic audits, and other monitoring systems to identify inappropriate or unsecure use. Incidents of inappropriate or unsecure use will be forwarded by ISO to the User's supervisor as specified in section 1.3.

The County reserves the right to contract with independent auditors to perform operational, security, and compliance audits of ISO systems and staff.

EXHIBIT A  
STANDARD OF CONDUCT AGREEMENT

BY SIGNING THIS FORM, I UNDERSTAND AND AGREE TO THE FOLLOWING:

This is to certify that I have read and understand and agree to abide by the County of Lassen Information & Technology Use and Security Policy.

I understand that as a County employee or person who provides services to the County, I have access rights only to the information with which I have been assigned to work and that accessing confidential information in files or other stored communications data other than those to which I am assigned to work, or using County equipment or on-line services to access and/or distribute to other County employees, contractors or members of the public, any unacceptable information obtained from any source, is expressly prohibited.

I understand that the County maintains the right to monitor, access, examine and disclose all data and information stored and transmitted by a County computer and/or telecommunications system in accordance with applicable laws and policies in order to ensure the proper use and maintenance of these systems.

I further understand that failure to comply with any of the guidelines and requirements of the County of Lassen Information & Technology Use and Security Policy, as well as other related Departmental and County Policies and State and/or Federal law could result in disciplinary action, up to and including termination of my employment.

I agree to participate in annual computer use and security training and review the associated Information & Technology Use & Security Guidelines. In addition, changes or modifications may be made to this Policy and I understand that the law, this Policy and associated Guidelines regarding the use of the County's information systems, are continually evolving. And as such, I understand that my regular review of this Policy is required. I understand that updates to this Policy and associated Guidelines will be made available to me when changes or modifications to these occur.

This acknowledgment form will be filed in my personnel file and with the Department of Information Technology Services.

EMPLOYEE ACKNOWLEDGMENT:

Employee Name (print)

Signature

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Employee's Department

Date

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## EXHIBIT B

### EXAMPLES OF UNACCEPTABLE USE

This list is not intended to be exhaustive, rather to serve as common examples of behaviors that are clearly unacceptable.

- Any form of harassment.
- Violations of the rights of any person or company protected by copyright, trade secret, patent or other intellectual property, or similar laws or regulations, including, but not limited to, the installation or distribution of "pirated" or other software products that are not appropriately licensed for use by Lassen County
- Unauthorized copying of copyrighted material including, but not limited to, digitization and distribution of photographs from magazines, books or other copyrighted sources, copyrighted music, and the installation of any copyrighted software for which Lassen County or the end user does not have an active license is strictly prohibited
- Creating or forwarding "chain letters", "Ponzi" or other "pyramid" schemes of any type.
- Sending unsolicited email messages, including the sending of "junk mail" or other advertising material to individuals who did not specifically request such material (email spam).
- Personal use during work hours listed in Section 1.1, except as provided for in Section 2.

## **APPENDIX E**

### **VETERAN'S PREFERENCE POLICY**

#### **Purpose**

It is the intention of this policy to demonstrate the County's support and appreciation of our United States veterans by establishing a Veterans' Preference Policy pursuant to the Board of Supervisors Resolution, Preference will be awarded, per specified criteria, to veterans in the recruitment process for new hires. This policy will be effective November 27, 2012.

#### **Definitions**

**Open Recruitment Process:** Defined as an open competitive recruitment for a Regular entry level position for the County, pursuant to the Lassen County Personnel Rules and Regulations, (does not include Merit System Services Classifications).

**Veterans:** Defined in accordance with California Government Code 18973 which states that a veteran shall mean any person who has served full time for 30 days or more in the armed forces in time of war or in time of peace in a campaign or expedition for service in which a medal has been authorized by the government of the United States, or during the period September 16, 1940 to January 31, 1955, or who has served at least 181 consecutive days since January 31, 1955, and who has been discharged or released under conditions other than dishonorable, but does not include any person who served only in auxiliary or reserve components of the armed forces whose service therein did not exempt him or her from the operation of the Selective Training and Service Act of 1940.

**Disabled Veteran:** For the purposes of this policy, a disabled veteran is one who meets the definition above and has a service connected disability rating of no less than 10%.

**Eligible Service:** for the purpose of this policy, a veteran must have served on active duty in the United States Armed Forces, National Guard or Military Reserve activated by the Federal Government for a period of at least one hundred and eighty-one continuous days.

#### **Policy**

The County of Lassen will recognize veterans as defined above by granting them preference during the application screening process for entry-level open recruitments, (as determined by the County Personnel Director). A veteran shall move to the next step in the recruitment process over other similarly qualified candidates that meet minimum qualifications.

Veteran's preference is limited to applicants with veteran status who are not currently permanent employees with the County of Lassen. The application of veteran's preference shall be exhausted upon first appointment to a regular County position. Candidates requesting veteran's preference must submit a copy of their DD-214 with each employment application.

## **APPENDIX F**

### **OTHER PAID/UNPAID LEAVES**

#### **1. State Disability Insurance (SDI) and Coordination of Benefits**

Employees who pay into the State Disability Insurance Fund may apply for disability payments (from the Employment Development Department) when they have an illness or injury that lasts or is expected to last for more than one week. All employees eligible for SDI will be deemed eligible for Federal Family and Medical Leave (FMLA) and California Family Rights (CFRA) and their leave will be designated as such.

While employee is on SDI, he/she must coordinate benefits. That is, the employee must use his/her accrued sick, compensatory, vacation and personal leave pay in the amount that will result in payment of full salary and wages after SDI is subtracted.

Employees electing to be covered by SDI must contact the Auditor's Office when they apply for SDI. They will be required to provide the Auditor's Office a copy of all SDI payments immediately upon receipt of payments. Their county paycheck will be the difference between the SDI benefits they receive and their normal pay, provided they have leave time available. In no situation shall employees earn more in integrated benefits than their regular wages. If an overpayment occurs, reimbursement will be required from the employee to the state and/or the County.

When employees no longer have accrued paid time to coordinate, they may request or be placed on unpaid leave depending upon the circumstances (see below). When an employee is coordinating benefits, accruals of vacation and sick pay shall be pro-rated based on County paid hours used by the employee.

#### **2. State Paid Family Leave (through California State Disability Insurance)**

All employees who participate in State Disability Insurance will be eligible for the Paid Family Leave program effective July 1, 2004. This will be administered in accordance with state regulations. Notification will be handled the same way as MFL below and all leave shall run concurrently with MFL below if the employee is so eligible.

State Paid Family Leave requires a seven day waiting period. During that time, the employee will be required to use vacation time, or they may substitute accrued family sick pay in lieu of vacation.

Employees who are not eligible for MFL below (those who have not been employed for one year or worked 1250 hours in the past twelve months), shall not be guaranteed the right to reinstatement to the same position held prior to the leave nor shall they be eligible for benefit continuation if they do not have accumulated paid leave.

### **3. Medical/Family Care Leave (MFL): Federal Family and Medical Leave (FMLA) and California Family Rights (CFRA)**

3.1 Eligibility: Employees who have been employed with the county for a minimum of one year and who have worked at least 1250 hours within the twelve months immediately preceding the commencement of leave are eligible for Medical/Family Care Leave (MFL) under this policy. All eligible employees shall conditionally be placed on MFL when the county is made aware of a situation or serious health condition that may entitle them to MFL. That leave shall be conditioned upon receipt of documentation confirming their eligibility.

All terms of this policy shall be interpreted under the Federal Family Medical Leave Act and the California Family Rights Act and the regulations of the California Fair Employment and Housing Commission and the U.S. Equal Employment Opportunity Commission.

Federal and State Leaves shall run concurrently.

3.2 Amount of Leave: Eligible employees are entitled to take a maximum of twelve (12) work weeks of leave during a twelve- (12) month period. The 12- month period shall be measured forward from the date an employee's first leave began.

3.3 Reason for Leave:

- a) Because of a serious health condition that makes the employee unable to perform the functions of the position of such employee;
- b) In order to care for the spouse, registered domestic partner, child or parent, of the employee, if such person has a serious health condition;
- c) Because of the birth of a son or daughter of the employee;
- d) Because of the placement of a son or daughter with the employee for adoption or foster care.

3.4 Certification of Need: An employee applying for MFL shall provide documentation as requested in packet of forms available from the Personnel Department.

3.5 Denial of Leave: The County may deny MFL to otherwise eligible employees where such leave would result in undue hardship to a County operation or for reasons consistent with FMLA and CFRA.

3.6 Leave during Probation: Employees on initial probationary periods are not eligible for Medical/Family Care Leave. In some cases, the Department Head may grant a 30-day leave of absence without pay; however, this is discretionary and not subject to the guarantees of MFL, and probation will be extended.

If an employee on a probationary period due to a promotion is granted a leave of absence of any kind over 10 days, his or her probationary period and salary anniversary date shall be extended the same length of time as the leave. Such extensions of salary anniversary dates and

Probationary periods which arise as a result of this policy shall not reflect negatively on any employee's performance.

3.7 **Return from Leave:** The County shall accept the return of an employee from MFL to the same or a comparable position unless:

The employee has not returned and the leave has ended, or the agreed upon return-to-work date has passed and the employee has not requested further leave in writing.

OR

The same or comparable position has been eliminated for legitimate business reasons unrelated to the employee's family care leave. If the position of an employee on medical family leave is eliminated during such leave, then the employee shall have the rights accorded to them in the layoff provisions of this memorandum of understanding.

3.8 **Failure to Return from Leave:** If the employee does not return from MFL on the agreed upon return-to-work date or the end date of the eligible MFL, then

If the employee still has eligible accrued paid time off, the employee may request an extension of leave in the case of their own illness. (See Extended Paid Leave below).

If the employee has no remaining accrued paid time off, the employee may request a leave of absence without pay. (See Leave of Absence Without Pay below.)

When an employee has indicated they shall not be returning from an authorized leave of absence, and has not requested an extension of leave, the employee will be considered to have resigned their employment. If the reason they are not returning is because they are unable to due to their own health condition, they shall be considered to have resigned for medical reasons.

An employee who has requested an extension of leave and has been denied that extension and cannot return to work will be considered to have been terminated for medical reasons.

For employees who have been terminated due to medical reasons, a letter confirming the termination will be sent by the Personnel Department giving the employee ten working days notice of the date of termination and the right to return to work before that final date. The employee will have five working days to request an interactive interview asking for accommodations other than extended leave. Such accommodations might include a transfer or demotion to an open position where they would be able to perform the essential functions of the job. (See Medical Transfer, Demotion, Resignation or Termination Policy) If the employee has previously submitted a medical opinion that he/she cannot return to work, and submits a new opinion stating that the employee can return to work, it must be from the same health care provider.

3.9 **Payment and Benefits During Medical/Family Care Leave (FMLA and CFRA):** Paid leave shall be used in increments to produce a full paycheck while it is available.

3.10 Use of Sick Pay: An employee who takes Medical/Family Care Leave under Section 3.3(a) above must use their available paid leave (subject to coordination of benefits under SDI above) before going on unpaid status.

An employee who takes Medical/Family Care Leave under Section 3.3(b) above must use their available family sick pay before using other paid leave or going on unpaid status.

3.11 Use of Accrued Compensatory, Vacation and Personal Time Pay: An employee who takes Medical/Family Care Leave must use all of their accrued compensatory time, all of their accrued personal time and all of their accrued vacation before going on unpaid status.

3.12 Health Care Benefits: County contributions to group medical and dental insurance will continue at the same level as immediately prior to the Medical/Family Care Leave, whether the status during the leave is paid or unpaid. The county will continue to pay county provided life insurance premiums for the employee as well. If the employee is on unpaid status during the leave, the employee is responsible for making arrangements to continue their portion of the payment.

3.13 All Other Benefits (Pension, Flex, Voluntary Supplemental Insurance, Accrued Vacation and Sick Pay: As long as the employee is receiving their full pay (with or without coordination of benefits) during the MFL, they shall continue to receive the county contribution for all benefits as before their leave and all supplemental plans and employee payments shall be made from their check. Accrual of new vacation, sick time and holiday pay will be prorated based on the employee's paid hours. When hours are insufficient to make a full paycheck, the final leave accrual will be paid.

When the employee has no more accrued pay time, they will be placed on unpaid status and any county contribution to these benefit plans (other than health care as described above) will end. The employee may make arrangements for the plans to continue during their Family Care Leave.

#### **4. Special Benefits for Pregnancy under California Pregnancy Disability Leave (POL) and CFRA**

An employee who is pregnant is entitled to Pregnancy Disability Leave of up to four months upon certification from her doctor that she is unable to work. She may apply for State Disability Insurance.

4.1 Leave During Probation: When a pregnant employee is on a probationary period and eligible for pregnancy disability leave, her probationary period shall be extended the same length as the leave. Such extensions of salary anniversary dates and probationary periods which arise as a result of this policy shall not reflect negatively on any employee's performance.

4.2 Coordination with FMLA and CFRA: If she is eligible for Medical/Family Care Leave (see above) then FMLA will run concurrently and she will be subject to that policy for benefits and use of paid time for the first twelve weeks. After that twelve weeks, she may take an additional four weeks for her own medical care (during pregnancy or after delivery) as long as the health care provider certifies she is disabled.

An employee may also take an additional twelve weeks under CFRA for bonding with the child. (However, any disability leave after the birth of the child does count for CFRA, so the total leave available after birth is twelve weeks.)

4.3 Benefits Under PDL: The employee is eligible for the employer contribution for group health and dental premiums during any time she is eligible for MFL above.

During any time off for which she is receiving full pay with or without SDI coordination (including comp, vacation, and personal paid time as well as sick pay during the time she is disabled.), she will receive the full county contribution for health insurance benefits and prorated flex contributions and vacation and sick accrual.

When the employee has no more accrued pay time, she will be placed on unpaid status and any county contribution to these benefit plans (other than health care as described above during the MFL) will end. The employee may make arrangements for the plans to continue during any FMLA ineligible unpaid Pregnancy Disability Leave and child bonding under CFRA.

4.4 Submission of Request: A request for pregnancy leave of absence should be submitted by the employee as soon as feasible after the employee learns of the pregnancy. The employee must provide a written statement from her health care provider indicating the date the physician believes the leave of absence should begin and the estimated date of birth. If an intermittent leave, reduced work schedule or transfer to another position is medically advised, the request must be submitted to the Personnel Department and noted on the payroll action form. The County may require a pregnant employee who wishes to continue working to provide a physician's statement approving the continuance of her work duties.

## **5. Extended Paid Medical Leave**

Employees who still have paid leave time on the books after their federal and state leave rights are exhausted, may extend their medical leave beyond the time allowed under Medical/Family Care Leave upon certification of need by the health care provider. Accrued paid leave must be used in the amount that will result in payment of full salary and wages. Extended paid leave will usually be granted on a full-time basis only. Extended paid leave should be requested no less than five (5) working days before the end of Family Care Leave. Extended paid leave is permissive. The county has the right to deny extended leave if it determines that there are sound reasons for that denial. If employees are coordinating this leave with disability pay, benefits will be pro-rated based on hours of paid time off used.

## **6. Unpaid Leave Status**

Employees who have used all of their accrued paid time off, and still have federal and/or state statutory rights for leave (or are absent because of established or contested work-related injuries) are considered to be on unpaid leave status. This status does not require special permission. Benefits during this period depend on the type of leave for which the employee is eligible (see above). It is the employee's responsibility to contact the Personnel Department to determine any insurance premium amount that may be due. Benefit plans could terminate if the employee does

not pay the premiums. It is the employee's responsibility to be aware of their time and status. If the employee does not return before their statutory rights end, or by the agreed upon return date, they shall be considered to have resigned their position, unless they have requested and have been granted a leave of absence without pay as described below.

#### **7. School Visit Leave**

Each employee who is the parent or guardian of a child in a licensed day care program, in kindergarten or in grades 1 through 12 shall be allowed up to a maximum of forty (40) hours time off each school year (no more than eight (8) hours in any one calendar month) for the purposes of participating in an activity of the school or licensed day care facility. Prior to taking such time off, the employee must give his/her Department Head reasonable notice of the planned absence. Employees may use vacation, comp time, personal holidays or unpaid time off for this purpose. The Department Head may require documentation from the school as proof that the employee did visit the school on a specific date and at a specific time in cases where the employee does not have adequate leave time to cover the school leave time taken.

#### **8. Military Leave**

Military leave is defined as: time off for military duty ordered for purposes of active military duty, active military training, encampment, naval cruises, special exercises, or like activity as a reserve or activated member of the U.S. Armed Forces or National Guard, for a period of ordered duty up to one hundred eighty (180) calendar days (six months), including time involved in going to and returning from the duty, but not for inactive duty (for training) such as scheduled reserve drill periods. For the purpose of this section, "active military training" shall be defined as a period of training (i.e., encampment, naval cruises, special exercises, or like activities) which normally occurs once a year over a two-week interval. "Inactive duty for training" and "scheduled reserve drill periods" shall be defined as the weekend periods of training which are scheduled once a month.

Employees must submit a copy of military orders to their Department Head and the Personnel Director prior to the beginning of the military leave period and as soon as the employee knows of the need to request such leave, except where military necessity dictates otherwise.

Regular and probationary employees shall receive the difference between their regular pay and military pay for the first thirty (30) days of military leave in any one fiscal year upon turning in their military pay stub. If they wish, they may use vacation or compensatory time and also keep their military pay. After the first thirty (30) days of military leave in a fiscal year, employees may continue to use vacation, holiday and compensatory time if they have it to receive a full or partial paycheck under the same conditions as apply to coordinating benefits with disability leave (except that sick pay may not be used). An employee who has no more paid time accumulated will be considered on unpaid leave status.

Regular and probationary employees on a military leave of absence shall receive the same vacation, sick leave, and holiday privileges and the same rights and privileges to promotions, continuance in office, employment reappointment to office, or reemployment that they would have enjoyed had they not been absent. Contributions to retirement, life insurance, and medical and dental plans shall be suspended after thirty (30) days of military leave or when paid leave time drops below 20 hours in a pay period, whichever comes later. They will be resumed when

the employee is reinstated. The employee is eligible for COBRA rights and may elect to continue benefits coverage at his or her own expense, with the exception of retirement.

If an employee is required to perform military reserve duties while on probation, his or her probationary period shall be extended the same length of time as the military leave. Such extensions of salary anniversary dates and probationary periods which arise as a result of this policy shall not reflect negatively on any employee's performance.

The County shall reinstate those employees returning from a military leave of one hundred eighty (180) days or less to the position they occupied prior to taking a military leave of absence or to a position of comparable seniority, status, and pay, upon presentation of a certificate of satisfactory completion of service and if such employees are qualified to return to their former positions.

If an employee is required to perform active military duty for a period in excess of one hundred eighty (180) days as part of his or her military obligation as a reserve member of the U.S. Armed Forces or National Guard, upon expiration of the one hundred eighty (180) days of military leave, such employee will be released from County employment subject to the same rights to reemployment as a laid off worker unless the employee has requested and received a leave of absence without pay.

#### **9. Jury Duty and Witness Leave**

No employee shall be dismissed, suspended or in any manner discriminated against for taking time off from work to serve as a juror or witness when required by law provided such an employee complies with the provisions of this rule. An employee called to serve as a juror or witness shall notify his or her supervisor at least one (1) week prior to the commencement of such service, unless extenuating circumstances exist.

9.1 Any employee of the County called as a petit juror shall be entitled to be absent from his or her duties with the County as long as required by the court system or other tribunal. The employee shall obtain a jury calendar or assignment sheet weekly during such service. The employee shall have the jury calendar or assignment sheet signed by the jury clerk or jury commissioner and shall deliver this sheet to his or her supervisor at the end of each week to verify jury duty or witness service. Time off for petit jury duty shall be with pay if the employee turns in his/her jury duty fees to the Auditor.

9.2 If an employee is required to serve on petit jury duty while on probation, his or her probationary period shall be extended the same length of time as the jury duty. Such extensions of salary anniversary dates and probationary periods which arise as a result of this policy shall not reflect negatively on any employee's performance.

9.3 Any employee required to appear as a witness by proper subpoena issued by a court or other legally empowered agency in a matter arising out of his or her County employment shall be required and paid to attend the trial or hearing as a regular part of job duties. In such case, any fees, including mileage if a County vehicle is used, must be deposited with the County. An

employee required to be present as a witness in any other matter shall not be entitled to be paid during such absence.

9.4 Any employee who is released by the court from jury duty on any regularly scheduled work day shall return to work. An employee may not be scheduled for standby duty while serving on jury duty and shall be rescheduled as needed for standby duty after the conclusion of jury duty.

9.5 An employee may become a member of the County Grand Jury if selected by the Superior Court. However, participation on the County Grand Jury is without pay except to the extent that the employee may cover any absences from work with the use of accrued and scheduled vacation time, if approved in advance by the Department Head, and based upon the needs of the department.

9.6 An employee required to serve on a criminal grand jury shall be treated the same as an employee required to serve on petit jury duty.

## **10. Further Leaves**

State and federal laws may require leaves beyond what is stated in this policy. The county will abide by such requirements.

10.1 Leave for Crime Victims: Employees who are the victims of serious crimes and relatives and domestic partners of crime victims may take unpaid leave from work to attend legal proceedings. Accrued compensatory, vacation, and sick pay time may be used for this leave. Documentation from the court, the DA or the victim/witness office must be received in advance, unless prior notice is not feasible, in order for leave to be approved.

10.2 Leave for Victims of Domestic Violence: Employees who are the victims of domestic violence may take unpaid leave from work to attend legal proceedings. Compensatory and vacation pay may be used for this leave. Documentation from a medical professional, domestic violence advocate, health care provider, or counselor that the employee was undergoing treatment; a police report that the employee was a victim of domestic violence; and/or evidence that the employee appeared in court must be received in advance or within a reasonable time after the absence if advance notice is not feasible. Time off for this leave will be designated as Family and Medical Leave and run concurrently with that leave.

## **11. Absence without Notice**

Absence without due notice to the proper county representative, whether voluntary or involuntary, for three working days, may be considered an automatic resignation.

## **12. Leave for Work Related Injuries**

An employee who must be off work because of a work related injury is treated the same as an employee off work for a non-work related injury, with the following exceptions.

12.1 Temporary Disability Payments: State Disability Insurance is not available for work related injuries. However, temporary disability payments through workers compensation may be. No temporary disability indemnity is recoverable for time off work during the first three (3) days after the injury unless the disability continues for more than fourteen (14) days or the employee is hospitalized as an inpatient for treatment required by the injury, in either of which cases temporary disability indemnity shall be payable from the date of disability. An employee shall receive full compensation for the date of injury and the employee may use accrued sick or vacation leave for the three- (3) day waiting period.

12.2 Medical/Family Care Leave: Employees who will be off work for more than 5 days will be eligible for Medical/Family Care Leave as described above in Section 3.

12.3 Coordination of Payments and Benefits: Employees incapacitated by reason of an injury or illness arising out of and in the course and scope of his/her employment will receive a sum which, when combined with the amount of temporary disability payment, results in a payment equal to but not exceeding such employee's regular compensation, up to the total amount of the employee's accrued but unused sick, vacation leave and compensatory time. Partial coordination is not allowed. As long as the employee is coordinating their paid leave with temporary disability to the full amount of their salary, county health insurance contributions shall remain the same as they were pre-injury, however county contributions to flex shall be pro-rated based on hours of paid leave used. During this time, sick leave, vacation and holiday credits shall be pro-rated based on paid leave time.

When an employee has exhausted their paid leave time and their eligible MFL the employee shall be placed on leave of absence without pay as defined above and temporary disability payments will be made directly from the workers compensation carrier. An employee on a leave of absence without pay shall not receive compensation or accrue sick leave, vacation, or holiday credits. County's contribution to the employee's retirement, life insurance, medical, dental or other designated benefit plans shall be suspended until the employee is reinstated. However, upon approval of a leave of absence without pay, the employee may elect to continue his or her benefits coverage at his or her own expense, with the exception of retirement and social security. Any employee requesting a leave of absence without pay shall be required to utilize all of his or her eligible sick pay, accrued compensatory time off and vacation time prior to the start of the leave without pay.

12.4 Effect on Probation and Seniority Date: If an employee experiences a workers' compensation related injury or illness while on probation, his/her probationary period shall be extended the same length of time the employee is prevented from working because of such injury or illness. Such extensions of salary anniversary dates and probationary periods which arise as a result of this policy shall not be perceived as casting aspersions on any employee, but rather to allow an adequate time period for evaluating employee performance and/or for an equitable calculation of seniority dates.

12.5 Contact with Supervisor: Employees experiencing a work-related injury must continue to be in contact bi-weekly with their supervisor and authorize time cards during the time they are off due to a work-related injury.

#### Definitions

Parent: biological, foster, or adoptive parent; stepparent; or legal guardian.

Spouse: legal spouse according to the laws of California, which do not recognize "common law" spouses.