

2020-2023
MEMORANDUM OF UNDERSTANDING
BETWEEN THE
COUNTY OF LASSEN
AND THE
LASSEN COUNTY MANAGEMENT AND PROFESSIONAL ASSOCIATION
EFFECTIVE FROM RATIFICATION
THROUGH
JUNE 30, 2023

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GENERAL PROVISIONS

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 Management and Professional Association and the following agreement was made on wages, hours and other terms and conditions of employment.

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 Management and Professional Association, hereinafter 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 or effect until ratified and approved by the Board of Supervisors of the County of Lassen.

ARTICLE 1.05 RECOGNITION.

The Association is hereby recognized as the employee organization for those employees who are represented by said Association occupying job classifications listed on Attachment A.

ARTICLE 1.06 PAYROLL DEDUCTION.

It is mutually agreed that the County will, during the term of this Memorandum, deduct dues and remit to the Association as authorized by Employee Payroll Deduction.

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

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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 article.

ARTICLE 2.02 ASSOCIATION RIGHTS.

Subject to the right of employees to represent themselves individually:

- A. 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.
- C. Notwithstanding any of the foregoing requirements, 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.
- D. The County will provide the Association with the actual dues amount and salary for each Association member, along with a membership roster, with each dues check. The County shall adjust the dues rate when notified by the Association.

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 Association Representatives 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. Association representatives shall be entitled to utilize County telephones and copy machines for their representational activities relating to disciplinary and grievance matters.

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 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.

APPEAL PROCEDURES

ARTICLE 3.01 GRIEVANCE PROCEDURE.

The grievance procedure as applicable to this unit is contained in Appendix B.

ARTICLE 3.02 DISCIPLINE PROCEDURE.

The discipline procedure as applicable to the unit is contained in Appendix C.

SALARY AND RELATED MATTERS

ARTICLE 4.01 SALARY INCREASE.

Effective the first full pay period after July 1, 2021, employees shall receive a 2.0% base salary increase and effective the first full pay period after July 1, 2022, employees shall receive another 2.0% base salary increase.

ARTICLE 4.02 SALARY UPON APPOINTMENT.

The CAO may, upon finding by the Personnel Director that qualified applicants cannot be recruited successfully at the first step, approve an appointment up to the third step of the salary range.

ARTICLE 4.03 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 County Administrative Officer.

- 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 of continuous service on the first 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. Normally, and as a general rule, upon progress and productivity, employees may be considered for an increase on salary according to the following general plan:
1. The letters A, B, C, D, E, F, and G respectively denote the various steps in the pay range;
 2. Step A shall be paid upon initial appointment to County service for a period of six months' (1040 hours), except when Step B or C is indicated as the beginning pay step for a class;
 3. Step B will normally be paid upon satisfactory completion of the first six months' (1040 hours), employment unless hired as a part-time employee;
 4. At the satisfactory completion of twelve months (2080 hours) service in Step B, employees may be considered for increase to Step C;
 5. At the satisfactory completion of twelve months (2080 hours) service in Step C, employees may be considered for increase to Step D;
 6. At the satisfactory completion of twelve months (2080 hours) service in Step D, employees may be considered for increase to Step E.
 7. At the satisfactory completion of twelve months (2080 hours) service in Step E, employees may be considered for increase to Step F, but only after the first full pay period following July 1, 2021.
 8. At the satisfactory completion of twelve months (2080 hours) service in Step F, employees may be considered for increase to Step G, but only after the first full pay period following July 1, 2022.
- D. Regular Part-time employees may be given step increases pursuant to Section 4.03c.

ARTICLE 4.04 SALARY UPON PROMOTION.

An employee promoted to a position in a class with a higher salary range may be paid either at the minimum rate of the new range or at the nearest higher rate to that which he or she would otherwise be entitled to in his or her former position on the date his or her promotion is effective, whichever is greater. However, the pay rate shall be approximately 5% above the present rate of pay before promotion.

For those employees who begin at Step A of a pay range, the salary anniversary date shall be six months from the date of promotion.

For those employees who begin at a step higher than Step A of a pay range, the salary anniversary date shall be one year from the date of promotion.

ARTICLE 4.05 SALARY UPON DEMOTION.

Any employee who is demoted to a classification having a salary range lower than the classification from which he/she was demoted shall have his/her salary reduced to a monthly salary that is equal to or lower than the salary he/she received before demotion. In the case when an employee is demoted to a classification in which the maximum rate is less than the salary he/she is presently receiving, the employee will then receive only the maximum rate for that classification.

An employee who is demoted shall have a new salary anniversary date that shall be the effective date of his or her demotion.

ARTICLE 4.06. SALARY UPON TRANSFER.

An employee transferred to a different position within the same salary range shall receive the same salary he or she would otherwise be entitled to on the date the transfer is effective. A transfer will not include 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.

ARTICLE 4.07 SALARY RANGE CHANGE.

The salary of an employee in a position in a classification that is reallocated to a new salary range (due to a wage review and not due to a change of duties) shall be adjusted to the corresponding step of the new range, i.e., step to step.

If the salary range of a class is changed due to a wage review, the salary anniversary date of an employee holding a position allocated to the class shall not change.

ARTICLE 4.08 SALARY UPON RECLASSIFICATION.

The salary of the incumbent in a position which is reclassified (due to a review of job duties) shall be adjusted the same as a promotion, demotion or transfer. If the position held by an employee is reclassified due to changes in duties to a new class with a higher or lower salary range, the employee shall have a new salary anniversary date and shall be treated the same as a promotion or demotion.

ARTICLE 4.09 ADDITIONAL LONGEVITY PAY.

Employees who have completed 5 years of service shall receive a 2.5% longevity premium. Employees

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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. Longevity premium will be calculated from base pay. The additional 2.5% for 20 years of service and 25 years of service will become effective October 7, 2018.

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 benefitted service shall count the same as full-time service. On-call and/or part-time non-benefitted service shall not count for longevity purposes.

ARTICLE 4.10 EFFECTIVE DATE OF PAY ACTIONS.

Pay actions shall become effective on the first day of the full pay period following the event causing a change in pay (such as promotions, demotions, step increases, longevity increases).

HOURS OF WORK, OVERTIME AND RELATED MATTERS

ARTICLE 5.01 HOURS OF WORK.

Working hours-Workweek-Overtime.

- 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 Article 5.06 – Alternate Work Schedule.
- B. Except as may be otherwise provided in this section, 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 the 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 the department to temporarily perform services in excess of five days a week when public necessity or convenience so requires.

ARTICLE 5.02 REST BREAKS.

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

ARTICLE 5.03 OVERTIME AND CALL-BACK.

Overtime: Employees who are entitled to overtime under the F.L.S.A., and working more than 10 hours in one day or 40 hours in a workweek shall be compensated at the rate of time and one-half their regular hourly rate of pay or earn compensatory time off (at the rate of time and one-half) in lieu of overtime. No more than 40 hours of compensatory time may be accumulated. Management reserves the right to schedule an employee to use their compensatory time off.

Call Back: A minimum of one hour of base pay will be provided when an employee is called back to work outside regular work hours. A second call back in a 24-hour period will be compensated based on the actual hours worked. All call back time shall be compensated at the time-and-one-half rate, subject to the discretion of the department head and to prior budget approval by the Board of Supervisors. As further clarification, employees called out or called back to work, after having left work, are entitled to overtime at the time-and-one-half rate. This method of paying for call outs is consistent with other similarly situated employees.

ARTICLE 5.04 COMPENSATING TIME OFF AND CASH CHOICE.

Employees in this unit may, at their option and with the approval of their respective department head, elect to be paid in cash for overtime earned during a bi-weekly pay period. If the employee does not elect to be paid in cash or if the department head does not approve such cash payment (said denial to be in writing to the employee), the employee shall be credited with the appropriate amount of compensating time off (C.T.O.) for overtime worked. This provision shall only apply to overtime earned subsequent to this M.O.U. and is not intended to authorize the cashing out of overtime once it is credited to the employee as C.T.O. Nothing in this provision shall be construed to abridge or restrict the County's ability to manage its overtime policies.

ARTICLE 5.05 ON-CALL ASSIGNMENT AND PAY.

- A. On-Call Assignment Policy. On-call may be assigned by a department head. "On-call" is defined to mean "a period of time in addition to the normal work schedule in which an employee is required by his/her department head to remain available for immediate call." "On-call" duty requires the employee so assigned: (1) to be ready to return immediately to calls for his/her service; (2) to be reached by telephone or radio; (3) to remain within a specified distance from his/her normal work station; and (4) to refrain from activities which might impair his/her ability to perform assigned duties.
- B. On-Call Compensation. Any employee required by his/her department head to remain available for immediate call shall receive \$2.75 per hour for each hour on-call, effective October 7, 2018. Employees have the option of taking the pay in cash or C.T.O. equivalent. If an employee is placed on-call during a County recognized holiday, they shall receive 8 hours pay for the 24-hour period in lieu of the \$2.75 per hour.

- C. The County agrees to allow those employees who are assigned to be on-call to use a County vehicle and transport family members when no other arrangement is practical if the employee signs a hold harmless agreement containing the following:

Employee shall indemnify, defend, and hold harmless Lassen County and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with the employee's transporting any and all of their immediate family members in an approved county vehicle while serving in on-call status, except such loss or damage which was caused by the sole negligence or willful misconduct of the county.

- D. No employee shall be obligated to be or remain in an on-call status who has not been assigned to an on-call status pursuant to this Article.

ARTICLE 5.06 ALTERNATE WORK SCHEDULE.

Currently many departments allow employees to flex their hours for purpose of medical appointments, school appointments, and other needs and there is significant time off built into the benefits for all county employees. However, the county is very concerned with the mission of providing service to the public and keeping adequate public hours. The county is not adverse to departments trying out alternative schedules within the applicable federal and state regulations. The establishment of alternate work schedules shall be subject to the following:

1. An alternate schedule shall be established and approved in writing by the department head with notice to the Personnel office and the union;
2. The department head may, at any time, cause any employee or group of employees to revert to a standard work schedule permanently or temporarily. Except in cases of an emergency, the department head shall provide an employee with fourteen days advance notice of a permanent schedule change and/or twelve hours notice of a temporary change.
3. During payroll periods which contain a holiday, employee may be required to revert to a standard work schedule.
4. The usage of accrued leave balances such as vacation, sick leave and other paid time off, shall be on an hour-for-hour basis (e.g., an employee on a 4/10 schedule who misses a day because of illness shall be charged 10 hours sick leave for that day.).

ARTICLE 5.07 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 6.01 SICK LEAVE.

- A. Employees other than temporary shall be entitled to fifteen working days 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 one and one-fourth working day 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. Alternatively, an employee may opt to receive temporary disability payments only, provided that the employee signs an acknowledgment form provided by the Personnel Director indicating that the employee has been advised of the consequence of such option on other County benefits. 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. 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.
- E. 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.
- F. Sick leave is transferable from department to department in case of an employee transfer to another department.

ARTICLE 6.02 SICK LEAVE USE (IMMEDIATE FAMILY).

A maximum of seven and one-half (7 ½) days of accumulated sick leave 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 (marriage). In the event of an extended family illness, upon recommendation of the department head, the Personnel Director may allow greater than seven and one-half (7 ½) days sick leave to be used by the employee.

ARTICLE 6.03 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 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.

ARTICLE 6.04 INCENTIVE PROGRAM.

An annual sick leave incentive program shall be implemented whereby an employee may elect to convert sick days to vacation days on the basis of their sick leave use during a calendar year, as follows:

<u>SICK LEAVE DAYS USED ANNUALLY</u>	<u>DAYS THAT MAY BE CONVERTED (TO VACATION)</u>
0	4.5
1	3.0
2	1.5
3 or more	0

Employees may not convert sick leave days to vacation during their last year of service with the County, prior to termination.

ARTICLE 6.05 VACATION ACCRUAL.

Employees (other than temporary/extra help employees) shall be entitled to twelve working days 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 one working day for each month served. No accrued vacation time may be used prior to completion of six- (6) months of county employment. Up to thirty days 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 twelve days 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 forego 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 (5) years of continuous service is thereafter entitled to fifteen (15) days of paid vacation per year to be computed based on one and one-fourth (1 1/4) days per month of service, and such employees shall be entitled to accumulate such vacation time to a maximum of thirty (30) days. Each represented employee completing ten (10) years of continuous service shall be entitled to accrue eighteen (18) days of vacation leave with pay per year of full-time service. Any employee having seventeen (17) years of service shall be entitled to having twenty (20) working days of vacation leave for each year of full-time service. Such vacation shall accrue at the rate of one and two-thirds (1 2/3) working days 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.
7. Denial of Vacation: An employee who has, in writing, at least thirty- (30) days in advance of reaching the 240-hour cap on their vacation accrual, requested leave off and been denied that vacation, in writing, shall be entitled to have the amount of vacation they requested and were denied, be credited to compensatory time.

ARTICLE 6.06 VACATION LENGTH.

Employees may utilize the amount of vacation they have on the books, subject to approval by the department head. The department shall give the employee a written reason or a denial of said request.

ARTICLE 6.07 HOLIDAYS.

A. The following are established as holidays for all employees:

1. January 1st;
2. The third Monday in January (Martin Luther King Day);
3. February 12th, known as "Lincoln's Birthday;"
4. The third Monday in February;
5. The last Monday in May;
6. July 4th;
7. The first Monday in September, known as "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, known as "Christmas Eve;"
13. December 25th, known as "Christmas Day;"
14. Subject to approval by the Board of Supervisors, every day appointed by the President for a public feast, Thanksgiving or holiday;
15. Three personal holidays.

B. If any holiday designated in subsection (a) of this section fall 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 fall 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 three personal holidays in the following calendar year. If the paid personal holidays are not used by the employee during that year, they 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. 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.
- E. Premium pay for holidays. Employees required to work on a holiday shall earn time and one-half their regular pay for those hours worked. The holiday shall be defined as midnight to midnight.
- F. On the first day of the calendar year, three personal holidays (24 hours) shall be credited to each employee. New employees shall have their holidays pro-rated and credited to them on their 90th day of employment. Personal holidays may not be accrued; any not used at the end of the calendar year shall be lost.

ARTICLE 6.08 BLOOD DONATION LEAVE.

Each represented employee shall be allowed to receive up to two (2) hours paid time off to donate blood. The employee's department head may require verification of the donation.

ARTICLE 6.09 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 6.10 PAID LEAVE DURING AN EMERGENCY:

In an emergency situation for which the Chief Administrative Officer or authorized designee deems it necessary to temporarily close an affected County facility in order to protect the health and safety of county employees, the employees will be paid for their normal scheduled time subject to the limitations of this policy.

Employees shall be credited with pay for scheduled hours not worked provided all of the following conditions are met:

- The order must be approved by the CAO or his/her designee.

- The affected facility is the employee's normal work site.
- There was no alternate worksite provided for the employee.
- The employee was scheduled to work and was placed on leave pursuant to this policy.
- Employees ordered off the premises shall remain ready and available to be called back to work by their supervisor for the duration of their regular work day. If such employee is called back to work and chooses not to – with the supervisor's approval, or is unavailable to be called back to work, the remainder of the work day shall be charged to the appropriate leave balance.
- Employees who seek approval to leave work without having been ordered to shall use appropriate leave time for their time off.
- Employees already on vacation or holiday or sick pay will use the appropriate leave bank.
- Employees ordered off work and not called back to work that same day will be expected to return to work at their regularly scheduled work time on the next scheduled workday.
- Under this policy, the right to compensation for hours not worked only applies to the first day of closure. Compensation for hours not worked extending beyond the scope of this policy shall be subject to the approval of the Board of Supervisors.

Departments are responsible for informing employees of the policy and for providing a strategy for informing employees where they may call for further information.

ARTICLE 6.11 OTHER PAID LEAVES.

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

UNPAID LEAVE

ARTICLE 7.01 UNPAID LEAVE.

- A. Any employee in the classified service who has permanent status may be granted leave of absence without pay in excess of ninety (90) calendar days upon written request of the employee, which is recommended by his/her department head and approved by the Board of Supervisors. In the case of leave without pay of ninety (90) calendar days or less, approval may be granted by the Personnel Director. Benefits 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 leave purposes. In the case that an employee chooses to use accumulated sick leave for maternity 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 laws;
 3. To take a course of study that 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 the provisions of the Military and Veterans Code.
 - D. Whenever an employee who has been on leave without pay desires to return before expiration of such leave, he/she shall notify his department head as soon as possible in advance of his/her return, but not less than 14 days. The department head may waive the 14-day requirement.
 - E. A vacancy resulting from an approved leave of absence should be filled by a temporary or interim appointment, and the person appointed to fill his/her vacancy shall be informed by his/her department head that his/her appointment is temporary or interim.
 - 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 I.

LAYOFFS

ARTICLE 8.01 LAYOFF PROCEDURE.

The County agrees to meet with the union and discuss alternatives to county-wide layoffs before any action should occur.

- 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.
- D. Early Retirement: In the event of layoffs, Association and the County Administrative Officer may discuss early retirement options at either Association's or the County's request. Such discussions shall in no way delay pending layoffs.
- E. 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 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 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 credits.

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.

- F. The order of layoff among employees will be as follows:
 - 1.(A) Temporary/extra employees will be laid off;
 - 2.(B) Probationary employees will be laid off next;
 - 3.(C) Permanent part-time employees will be laid off next;
 - 4.(D) Permanent full-time employees will be laid off next.
- G. In each instance, the layoff will be inverse order of total County seniority. 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.
- H. 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 (72) hours after receiving the notice of layoff
- I. 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 than at least one employee in the class.
- J. 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 or if the employee being laid off has more seniority than at least one employee in the class.

- K. Any employee replaced by a demotion or transfer described in subsection (f) will have the same rights as set forth in this section.
- L. 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 (72) hours in which to determine which of the employment alternatives they will select. Within said seventy-two (72) hour period the employee will notify the Personnel Director of the employment alternative the affected employee has selected, said notification to be in writing.
- M. 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 eighteen (18) months. An employee, if recalled within this eighteen- (18) month 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.

INSURANCE

ARTICLES 9.01 HEALTH INSURANCE.

County agrees to contribute the following monthly to CalPERS on behalf of any employee participating in a PERS-sponsored health insurance plan:

	Current	Effective July 1, 2021	Effective December 1, 2021	Effective December 1, 2022
Employee only	240	265	290	315
Employee + 1 Dep.	315	340	365	390
Employee + 2 Dep	415	440	465	490

All increases to the monthly contributions to the PERS-sponsored health plans will be effective the first full pay period following the date listed above.

ARTICLES 9.02 COUNTY CONTRIBUTION TO POST EMPLOYMENT HEALTH INSURANCE PREMIUM

Employees shall have five (5) years of continuous Lassen County employment immediately preceding their retirement to qualify for the full retiree medical contribution from Lassen County. In the event this provision conflicts with the rules and/or resolutions of CalPERS, the rules and/or regulations of CalPERS shall be binding until and unless such rules are modified and any conflict is resolved. "Continuous Lassen County employment" includes all types of paid and unpaid leave and is broken only by separation of employment.

ARTICLES 9.03 FLEXIBLE BENEFIT PLAN.

The County will contribute monthly to a flex plan to be applied to benefits described below for current employees (pro-rated for regular part-time employees):

- A. Dental coverage.
- B. Life insurance.
- C. Additional contribution to health insurance.
- D. Deferred Compensation.
- E. Section 125 childcare and unreimbursed medical.
- F. Supplemental insurance plans offered by the County or its approved vendors.
- G. Vision Plan.

Current	Effective July 1, 2021	Effective December 1, 2021	Effective December 1, 2022
619	644	669	694

All increases to the amount contributed to the flex plan shall be effective the first full pay period after the dates listed above.

ARTICLE 9.04 HEALTH INSURANCE COMMITTEE.

The County agrees to maintain the health insurance committee on an active basis, with staff support.

ARTICLE 9.05 STATE DISABILITY INSURANCE.

The insurance premium is paid by employees through payroll deductions. See Appendix I for details of coordination of leave with state disability insurance.

ARTICLE 9.06 LIFE INSURANCE.

The County shall provide paid term \$40,000 life insurance coverage for each eligible employee.

ARTICLE 9.07 DENTAL INSURANCE

The maximum County contribution monthly for dental insurance shall be \$40.00, prorated for part-time employees, effective beginning October 7, 2018.

RETIREMENT

ARTICLE 10.01 RETIREMENT PLAN.

County agrees to maintain its contractual arrangement with CalPERS to provide (PERS 2% at 55) retirement benefits. Employees hired after June 11, 2012 shall be covered by the CalPERS 2% @ 60 retirement formula, as well as the highest salary for 36 consecutive months formula.

The County will pay one hundred per cent (100%) of each represented employees retirement contributions (member contributions) to CalPERS. Newly hired employees shall pay the employee contribution to CalPERS for the first six (6) months of employment. The duration of the contribution shall be extended in the event that absences without pay extend the probationary period. Such contributions paid by employees shall be paid pre-tax in accordance with IRS regulations. Effective the July 17, 2013 pay date, said employees shall pay the full PERS member contribution until separating from County employment.

Additionally, the County agrees to report the Employer Paid Member Contribution (EPMC) as CalPERS eligible earnings. Employees will pay 7% of the 7% as a net deduction, in order to help pay for this benefit. Effective the first full pay period in July 2013, EPMC shall be eliminated. Effective the July 17, 2013 pay date, employees shall begin paying their full CalPERS member contribution (7%), on a pre-tax basis.

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

MISCELLANEOUS PROVISIONS

ARTICLE 11.01 BILINGUAL SKILLS.

Employees who are authorized in advance by their respective department head to utilize bilingual skills in the performance of their job duties shall receive an ongoing five percent (5%) increase in base salary for the duration of such authorization. It is understood that from time to time such bilingual skills may be utilized outside of the employees department.

ARTICLE 11.02 IRS SECTION 125.

The County shall maintain an Internal Revenue Code Section 125 "Premium Conversion Plan".

ARTICLE 11.03 CASH ADVANCE-TRAINING AND CONFERENCES.

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 and seminar.

ARTICLE 11.04 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 11.05 PROBATIONARY PERIOD.

"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 right in disciplinary actions. Hereafter, "probationary employee" means an employee on a County probation period. Regular part-time employees' probationary period shall be based on calendar time served not hours.

Each newly hired or promoted employee shall serve a twelve-(12) month probationary period, no extensions allowed.

ARTICLE 11.06 NEW CLASSES AND RECLASSIFICATION PROCEDURE.

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 requires 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. Said requests shall be acted upon by the Personnel Director within 90 days of the receipt of the request from the department head, whenever possible. After 90 days an employee may inquire of the Personnel Director as to the status of the reclassification request. The Personnel Director shall notify the employee, in writing, as to the status of the reclassification request. 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 11.07 MEAL RECEIPTS AND PER DIEM.

For meal/expense reimbursement purposes, per diem shall be the IRS general rates. The time frames for reimbursement shall be before 6:30 A.M. and after 6:30 P.M.

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.

Department Head's may approve reimbursement of actual meal expenses in excess of the per diem conditional upon an employee providing receipts.

ARTICLE 11.08 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 Personnel Department 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. If an employee is not in agreement with a performance evaluation which results in a less than acceptable rating, the employee may, within ten (10) working days after receipt of the evaluation, request a review of such evaluation by his or her department head. If the employee is not in agreement with the determination of the department head, the employee may, within ten (10) working days after receipt of the determination of the department head, request a further review by the County Administrative Officer or designee, whose decision shall be final and conclusive and not subject to further appeal or grievance.
- C. With regard to the procedures established in subparagraph (b) above, if the employee's department head prepared the evaluation report in question, the employee may omit review by the department head and proceed directly to review by the County Administrative Officer or designee. If the final decision is adverse to the employee, a further performance evaluation shall be conducted by the department head or designee not later than ninety (90) days after the prior evaluation.
- D. An employee who has not received a regular performance evaluation by his anniversary date shall be deemed to "meet performance standards" for the year.
- E. Evaluations shall be kept in the official personnel file in the personnel office and shall not be open to public inspection.

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

ARTICLE 11.09 JURY DUTY.

No deductions shall be made from the salary of an employee while on jury duty if the fee for jury duty is remitted to the county. If he has not so remitted this stipend, he/she should be paid only for the time actually worked in his/her regular position. An employee accepted for jury duty shall immediately notify his/her department head in writing whether or not he/she remits his/her jury fee to the county. An employee can choose to use their vacation and/or compensatory time for jury duty and keep the jury duty fee. Sick pay cannot be used for this purpose.

ARTICLE 11.10 COMPLAINT PROCEDURE.

Employees may file a written complaint with their department head over any work-related matter that is not subject to the grievance procedure. The written complaint shall describe the problem and request a solution. The department head will respond in writing within ten (10) workdays. In addition to responding to the issues raised in the complaint, the department head shall identify any other county administrative procedure that the employee may utilize to resolve their problem such as the grievance procedure, harassment policy or discipline appeal procedure. In the event that the employee finds the department head's response unsatisfactory, the employee may forward the complaint to the CAO for review and response. The CAO shall respond within ten (10) workdays of receiving the complaint.

ARTICLE 11.11 BOOKS AND TUITION REIMBURSEMENT.

The County and the Association encourage and support educational and training programs that provide full-time employees opportunity for professional career development which 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 reimbursement for courses that are directly related to the employee's present position or promotion within the county service. Reimbursement will be provided for tuition and books directly related to the approved course. Reimbursement shall be based upon attaining a passing grade.

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

ARTICLE 11.12 WORK FURLOUGH.

The Board of Supervisors may affect a general reduction in work hours for broad groups of employees such as the implementation of a reduced workweek or unpaid furlough days. Nothing in this provision is intended to waive the Association's right to meet and confer on the impact of such reductions. The County will give the Association thirty (30) days advanced notice whenever the County intends to

ARTICLE 11.13 EMPLOYER-EMPLOYEE RELATIONS POLICY.

The County Employer-Employee Relations Policy is incorporated into this Agreement.

ARTICLE 11.14 WORKERS' COMPENSATION-TAX ISSUE.

Those employees with accepted workers compensation cases shall receive a "non-tax" payment for wages for the County when reimbursement for the employee's claim has been received from the County's third party administrator for workers compensation claims. This amount will be identified on the employee's year-end W-2 form.

ARTICLE 11.15 EMPLOYEE COUNSELING.

Whenever and wherever practicable, employee's supervisors will counsel and/or verbally warn unit employees in private.

ARTICLE 11.16 EXEMPT EMPLOYEES.

Employees in the following classifications are exempt from overtime provisions of this Agreement:

Network Services Manager

Senior Public Health Nurse

Senior Deputy County Counsel

Deputy County Counsel

Assistant Deputy County Counsel

Deputy Public Defender

Assistant Public Defender

Senior Deputy Public Defender

Assistant District Attorney

Senior Deputy District Attorney

Deputy District Attorney

Assistant County Clerk/Recorder

Assistant Director of Community Development

Assistant Treasurer Tax Collector

Chief Fiscal Manager

Assistant Director of Public Works

The Association will be notified of changes to the list of exempted positions within the unit.

All full-time employees covered by this exemption shall be expected to work the normal County office hours for their department. Employees are expected to complete the work assignments for their positions, regardless of the time necessary. Time sheets submitted by such employees shall therefore be signed in the "Exempt Employee" section, certifying that the employees have met the responsibilities of their respective positions, regardless of the time actually spent on the job. Department heads will also approve the time sheets. Due to the necessities of accountability to the public, and because salaries/FLSA exempt employees earn vacation, sick leave and administrative leave, time off in increments of one-half (1/2) day shall be accounted for on time sheets.

Employees hired into the classifications listed above shall receive three (3) days of professional leave effective upon the date hire if such date is before August 1 of the year and on the first full pay period of each calendar year thereafter must be taken during the course of the calendar year and shall not be carried into succeeding calendar years. Any remaining leave shall be forfeited upon termination of employment. Professional leave is not a right but a privilege and employees may be allowed to schedule such leave at the discretion of the department head.

ARTICLE 11.17 PERSONAL AND PROTECTIVE EQUIPMENT.

Unit employees who are required to wear Personal Protective Equipment as determined by the respective department head will be compensated at the same rate as the employees supervised. For example, Unit employees supervising employees in the Road Workers Association will receive a boot allowance at the rate delineated in the Road Workers Association agreement with the County. The Personal Protective Equipment allowance, when applicable, will be paid in the same manner as the employees supervised.

ARTICLE 11.18 LOCAL AGENCY PERSONNEL SYSTEM.

Notwithstanding any provision of this Agreement, the parties recognize that certain classifications in the bargaining unit are State of California "merit system" classifications and that the State of California Local Agency Personnel System rules as exist and as may be amended in the future apply to those classifications. The parties agree to abide by LAPS rules as appropriate.

ARTICLE 11.19 PEACE OFFICERS PROCEDURAL BILL OF RIGHTS.

The parties recognize that the Peace Officers Procedural Bill of Rights applies to peace officer classifications in the bargaining unit and agree to abide by its provisions as exist and as may be amended.

ARTICLE 11.20 JOB DESCRIPTIONS.

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

ARTICLE 11.22 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 11.23 CELL PHONE POLICY.

County agrees to amend the Cell Phone Policy to provide for a \$50 monthly stipend where a cell phone is determined to be operationally necessary by the employee’s Department Head.

ARTICLE 11.24 SALARY, HEALTH, AND FLEX RE-OPENER

County agrees that if at any time during the term of this memorandum of understanding any of the other bargaining units within Lassen County are successful in negotiating a greater salary increase, by percentage, than that which is memorialized here (ARTICLE 4.01 SALARY INCREASE (2% on July 1, 2019)) then this Association shall have the right to re-open negotiations as to salary.

Likewise, County agrees that if at any time during the term of this memorandum of understanding, the Lassen County General Employees Unit, represented by United Public Employees of California, Local 792, is successful in negotiating a greater health insurance or flex contribution than those represented here at sections 9.01 and 9.03, then this Association shall have the right to re-open negotiations as to those items.

The Association agrees that if negotiations are re-opened the County may offer evidence as to what other consideration may have been offered by the bargaining unit that got the increase.

ARTICLE 11.25 EDUCATION INCENTIVE

Employees with educational accomplishments that are above any job requirement shall be eligible to receive the following educational/certification incentive pay effective July 1, 2021:

Any employee who possesses or acquires an associate of arts/associate of science degree or a

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vocational certification of skill or training in a trade, in any field of study relevant to the work of their classification/classification series, shall receive an additional 2.5%, effective the first full pay period following proof of such certification to the satisfaction of the Personnel Director and Department Head.

Any employee who possesses or acquires an bachelor of arts/bachelor of science degree in any field of study relevant to the work of their classification/classification series, shall receive an additional 5%, effective the first full pay period following proof of such certification to the satisfaction of the Personnel Director and Department Head.

The maximum an employee may receive pursuant to this incentive is 5%, which may be a combination of education and certifications.

Whether a particular degree or certification is in a field of study relevant to the employee's classification/classification series is a determination left to the sole discretion of the employee's Department Head and the Personnel Director.

CLOSING PROVISIONS

ARTICLE 12.01 FULL AND COMPLETE AGREEMENT.

The above constitutes a full and complete agreement between the parties on all items within the scope of representation effective the date of ratification through June 30, 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 June 30, 2023, and shall continue in effect year to year unless one of the parties notifies the other no later than April 15th of a given year of its intent to modify or amend this contract.

ARTICLE 12.02 SIGNATURES.


This Agreement was approved by the Lassen County Management and Professional Association on October 22, 2020, and ratified by the Lassen County Board of Supervisors on October 27, 2020.

For the County of Lassen

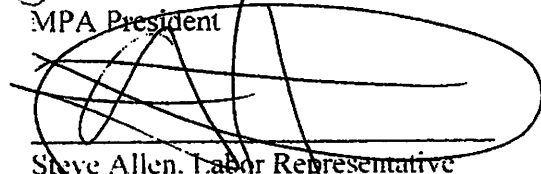


Richard Egan
County Administrative Officer

For the Lassen County Management and Professional Association



Jessica Valdovinos
MPA President



Steve Allen, Labor Representative
Goyette and Associates

APPENDIX A
POSITION CLASSIFICATIONS FOR
MID-MANAGEMENT UNIT EMPLOYEES

CLASSIFICATIONS
Accountant Auditor
Accountant Auditor
Administrative Assistant/Accounting Specialist
Administrative Assistant/ (CSS Supervisor)
Administrative Assistant/ (Office Manager)
Administrative Assistant/Fiscal
Administrative Assistant/QI
Administrative Assistant/HIPAA
Administrative Assistant
Alcohol & Drug Manager (Deputy Director)
Analyst/Budget, Grants
Animal Control Officer
Assistant Chief Probation Officer
Assistant Community Development Director
Assistant County Clerk
Assistant County Counsel
Assistant District Attorney
Assistant/Associate Treasurer/Tax Collector
Assistant/Associate Civil Engineer (license)
Assistant/Associate Surveyor (license)
Assistant Director of Planning and Building
Assistant Director of Public Works/Facilities
Assistant Juvenile Hall Supt
Assistant Public Defender
Behavioral Health Clinical Supervisor
Building and Grounds Supervisor
Chief Appraiser
Chief Building Inspector
Chief Fiscal Services Officer
Chief of Grants and Loans
Chief of Mental Health Billing & Clinical Services
Chief of Economic Development
Chief of Planning

Clinical Billing & Records Manager
Deputy Chief Probation Officer
Deputy Director of Public Works
Deputy District Attorney
Deputy Public Defender
Executive Assistant
GIS Coordinator
Heavy Equipment Mechanic Supervisor
ICW Supervisor
Information Services Supervisor I/II
Juvenile Hall Counselor III
Juvenile Hall Superintendent
Landfill Foreman
Landfill & Transfer Station Manager
Mental Health Manager (Deputy Director)
MH Case Worker Supervisor
MH Therapist Supv
Network Services Administrator
Network Services Analyst I/II
Program Coordinator
Program Manager (non-professional level)
Program Manager (Supervising Professionals)
Public Guardian/Conservator
Road Account Auditor
Road Field Supervisor (was Road Mtnce Supt)
Road Maintenance Supervisor
Senior Appraiser
Senior Auditor/Appraiser
Senior Building Inspector
Senior Civil Engineer
Senior Deputy DA
Senior Planner
Senior Recorder
Social Worker Supervisor I (BA)
Social Worker Supervisor II (MS)
Social Services Supervisor I, II
Senior Child Support Attorney
Senior Deputy Public Defender
Deputy/Senior Deputy County Counsel
Senior Public Health Nurse

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Staff Analyst
Supervising Deputy Probation Officer
Supervising Family Support Officer
Supervising Juvenile Hall Counselor
Supervising Mental Health Therapist
Supervising Substance Abuse Worker
Supv Ag Inspector (+w/certification as Deputy Comm)
Surveyor
Transportation Project Manager

APPENDIX B

GRIEVANCE PROCEDURE:

The County of Lassen recognizes that early settlement of grievances is essential to effective employee-employer relations. Therefore, every effort will be made to resolve grievances at the earliest possible level. The Personnel Department shall serve as the repository for all grievances filed, and a copy of the documents related to each step in the grievance process shall be filed therein.

Grievance is defined as a claim that the County has violated, misinterpreted or misapplied a provision of the Personnel rules, an ordinance, the MOU, or a resolution. Excluded from this procedure are disciplinary actions that would fall under Appendix C of this MOU.

For position classification matters, including content of job descriptions, letters of reprimand, performance reviews and promotion matters or those matters defined under management rights, the following process may be used but shall end with Step III.

(a) Step I: Discussion with the Immediate Supervisor. The discussion shall be held within ten (10) working days of 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 (5) working days of the discussion with the grievant.

(b) 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, he/she shall submit a formal written grievance to the department head within five (5) working days after the receipt of the immediate supervisor's response. The grievant shall clearly state the nature of the grievance and provide the time, place, other persons involved and other pertinent information. Within five (5) working days from the receipt of the written grievance, the department head shall hold a meeting with the grievant and deliver his/her written decision to the grievant.

(c) Step III: CAO. Should the grievant remain unsatisfied with the written response of the department head, and should he/she wish to pursue the matter, then he/she shall submit the grievance to the CAO within five (5) working days after the receipt of the department head's response. Within ten (10) working days from the receipt of the grievance, the CAO shall issue a written decision to the grievant.

(d) Step IV: Hearing Officer. Should the grievant remain unsatisfied with the written response of the CAO, and should he/she wish to pursue the matter, then he/she shall notify the Personnel Director within five (5) working days of having received the department head's written response that he/she wants the grievance heard before a Hearing Officer. The parties shall jointly request a list of five 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.

At the hearing, all parties will be entitled to be represented, present witnesses and evidence, and cross-examine opposing witnesses. 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.

APPENDIX C

DISCIPLINARY ACTION:

A regular employee may be discharged, suspended, reduced in pay or demoted pursuant to this section. Examples of grounds for disciplinary action shall include, but not be limited to, the following:

- (1) Incompetence or inefficiency;
- (2) Insubordination;
- (3) Dishonesty;
- (4) Fraud in securing employment;
- (5) Substance Abuse;
- (6) Misuse of county property;
- (7) Violation of occupational safety and health regulations;
- (8) Violation of the Lassen County Personnel Rules & Regulations;

(a) Employees receiving oral or written warnings as disciplinary actions are not subject to the procedures listed below in (b) through (e), but shall use the grievance procedure in Appendix B, Step I through Step III.

(b) Employees shall be provided written notice of proposed discharge, suspension or demotion at least five (5) working days in advance of the date the action is proposed to be taken. The notice shall either be given to the employee in person or mailed. If mailed, the notice shall be deemed to have been received three calendar days after the date of mailing by the County.

(c) A notice of proposed disciplinary action shall contain:

- (1) The proposed action and the complete statement of the reasons for such action, which shall include the rule, regulation or ordinance violated, if applicable;
- (2) A statement informing the employee of his rights to respond, either orally or in writing, to the Department Head within five (5) working days;
- (3) Notice that the employee has a right to be represented at all stages of these proceedings;
- (4) Notice that the employee has a right to appeal the action;
- (5) Copies of all materials on which the charges are based or a statement indicating where the materials upon which the charges are based are available for inspection.

(d) Should the Department Head determine to proceed with the disciplinary action following the employee response or should the employee choose not to respond prior to the effective date of the discipline, the employee shall have up to ten (10) working days from the effective date of the discipline to notify the Personnel Director that he/she wants the matter heard before a Hearing Officer. The request shall be in writing and shall contain the grounds for the appeal.

(e) Should the employee choose to have the matter heard before a Hearing Officer, the parties shall jointly 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 Conciliations 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 between the parties. At the hearing, all parties will be entitled to be represented, present witnesses and evidence, and cross examine opposing witnesses. 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.

Peace Officer classifications in the Probation Department will not be covered by this disciplinary action process but will be covered by the Probation Department Discipline Policy Manual adopted by the Board of Supervisors on November 26, 2013.

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 (ISD) to support disciplinary action.

In the event that the supervisors fail to enforce the policy, ISD 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 ISD 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.

3.0 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 ISD

3.1 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.

4.0 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).

4.1 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: HIPAA 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.

4.2 Obligation to Provide Access

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.

4.3 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.

4.4 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 ISD 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 ISD 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

Employee's Department

Date

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 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
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 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 G
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 enumerated, 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 H
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 consultive 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, 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 I 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 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 (SFRA)*

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.

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 the applicable 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 send 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 not more accrued pay time, they will be placed on unpaid status and 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 (PDL) 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 pro-rated 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 2.

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. The employee shall be responsible for their own benefits. The employee shall not accrue sick leave, vacation or holiday credits during a leave of absence 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.