

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
COUNTY OF LASSEN
AND THE
LASSEN COUNTY DEPUTY SHERIFFS ASSOCIATION
2019-2020

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COMPREHENSIVE MOU

PREAMBLE

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

GENERAL PROVISIONS

ARTICLE 1.01 PARTIES TO THE MEMORANDUM.

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

ARTICLE 1.02 SCOPE OF REPRESENTATION.

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

ARTICLE 1.03 VALIDITY OF MEMORANDUM.

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

ARTICLE 1.04 RATIFICATION.

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

ARTICLE 1.05 RECOGNITION.

Lassen County Deputy Sheriffs Association is hereby recognized as the employee organization for those employees who are represented by said Association occupying the Deputy Sheriff job classification.

RESPECTIVE RIGHTS

ARTICLE 2.01 EMPLOYEE RIGHTS.

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

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

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

ARTICLE 2.02 ASSOCIATION RIGHTS.

A. Subject to the right of employees to represent themselves individually, the Association shall have the

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

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

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

ARTICLE 2.03 ASSOCIATION REPRESENTATIVES.

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

ARTICLE 2.04 MANAGEMENT RIGHTS.

- A. The rights of the County include, but are not limited to the exclusive right to determine the mission of the County; set standards of service; determine the procedures and standards of selection, employment and promotion; manage its employees and its operations, relieve its employees from duty because of lack of work or for other legitimate reasons determined by the County; maintain the efficiency of the County operations; determine the number, location and nature of its facilities; determine the methods, means, and personnel by which County operations are to be conducted; determine the contents of job classifications; take any and all actions necessary to carry out the mission of the County in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work. Nothing in this section shall be construed to limit, amend, decrease, revoke or otherwise modify the rights vested in the County of Lassen by the California law as amended, or other laws regulating, authorizing or empowering the County of Lassen to act or refrain from acting.
- B. The County shall not be required to meet and confer in good faith on any subject preempted by Federal or State law or by enabling laws affecting the County of Lassen, nor shall it be required to meet and confer in good faith on County rights as defined in this section.

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

GRIEVANCE PROCEDURE

ARTICLE 3.01 GRIEVANCE DEFINITIONS.

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

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

The following process may be used for performance reviews but shall end with Step III. (New MOU)

ARTICLE 3.02 GRIEVANCE PROCEDURE.

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

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

B. Procedure

- 1. Step I—Discussion with immediate Supervisor. The grievant shall first discuss the grievance with his/her immediate supervisor. The discussion shall be held within ten working days of the date of the event giving rise to the complaint or the date the action could reasonably have been expected to be known to the grievant. Failure to do so will render the grievance null and void. The employee must identify the matter being discussed as a grievance. It is the intent of this step that at least one personal conference be held between the aggrieved employee and the immediate supervisor. The immediate supervisor shall respond in writing to the grievant within five working days of the discussion with the grievant.
- 2. Step II—Formal Written Grievance to the Department Head. In the event the employee believes that the grievance has not been satisfactorily resolved, and the employee wishes to pursue the matter, she/he shall submit a formal written grievance to his/her department head within five working days after the receipt of the immediate supervisor's response. The grievant shall use the form supplied for

this purpose clearly stating the nature of the grievance and give the time, place, other persons involved and any other pertinent information. Within five working days from the receipt of the written grievance the department head shall deliver her/his written decision to the grievant.

3. Step III—CAO Review. Should the grievant remain unsatisfied with the written decision of the department head, and should he/she wish to pursue the matter, he/she shall submit the grievance to the CAO within five working days after the receipt of the department head's response. Within ten working days from the receipt of the grievance the CAO shall hold a meeting with the grievant and issue a written decision to the grievant.
4. Step IV—Hearing Officer. Should the grievant remain unsatisfied with the written decision of the CAO, and should he/she wish to pursue the matter then she/he shall notify the Personnel Director within five days of having received the CAO's written decision that he/she wants the grievance heard before the Hearing Officer as defined in Article 5.01. At the hearing all parties will be entitled to be represented, present witnesses and evidence and cross-examine opposing witnesses. The Hearing Officer shall render a written decision within five days of the conclusion of the hearing. The decision of the Hearing Officer shall be final and binding except that such decision shall be advisory and subject to ratification by the Board of Supervisors only if said decision mandates a capital expenditure or significant, unbudgeted expenditure. In those instances, actions by the Board of Supervisors may include modifications or reversals.

DISCIPLINARY ACTION

ARTICLE 4.01 CAUSE.

Employee conduct upon which discipline may be imposed for cause is identified in two places:

1. The Lassen County Sheriff standards of conduct policy found in the Lassen County Sheriff's Policy Manual (the policy in effect as of the date of ratification of this memorandum is identified as 2019/01/17; updates and/or changes to this policy subsequent to ratification are subject to meet and confer); and
2. The Lassen County Personnel Rules and Regulations.

ARTICLE 4.02 PRELIMINARY NOTICE OF PROPOSED DISCIPLINARY ACTION.

Employees shall be given written notice of a proposed discharge, suspension or reduction in rank at least five working days in advance of the date the action is proposed to be taken. Any offense warranting dismissal, suspension without pay, demotion, or reduction in compensation is to be cleared through the Personnel Director prior to any final action taken to insure conformity with rules and procedures. The notice shall either be given to the employee in person or be mailed. If mailed, the notice shall be deemed to have been received three calendar days after the date of mailing by the county.

Contents of Notice. The Notice shall contain:

- A. The proposed action and the complete statement of the reasons for such action which shall include the rule, ordinance or regulation violated, if applicable;
- B. A statement informing the employee of their rights to respond, either orally or in writing, to the appointing authority within five working days;
- C. Notice that the employee has a right to be represented at all stages of these proceedings;
- D. 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.

ARTICLE 4.03 SKELLY MEETING.

- A. An employee who is subject to disciplinary action shall have the option, within five (5) work days after receiving a Notice of Proposed Disciplinary Action, participate in a Skelly Meeting. The proposed discipline shall become final if the employee fails to participate in the Skelly Meeting. Failure to request or participate in a Skelly meeting shall not preclude the employee's right to proceed to arbitration, if the Department head or designee imposes discipline.
- B. The County shall appoint a "Skelly Officer". The Skelly Officer shall meet with the employee and the employee's representative, if any, listen to arguments and receive documents presented by the employee. The Skelly Officer may recommend to the Department Head or designee that the proposed action be dismissed, modified, or sustained. Within ten (10) calendar days and in writing, the Department head or designee shall respond to the employee and the employee's representative, if applicable. If the proposed discipline is sustained or modified by the Department head or designee, the disciplinary action shall be implemented. A Final Notice of Disciplinary Action shall be served in the same manner as the Preliminary Notice of Disciplinary Action.
- C. Upon mutual agreement, the employee and the County may agree to modify the time lines contained in this subsection.

ARTICLE 4.04 APPEAL FROM DISCIPLINARY ACTION.

Should the appointing authority determine to proceed with the disciplinary action following the employee response such action shall be set forth in writing to the employee within five (5) days after such action stating:

1. A description of the action taken and its effective date or dates;
2. A clear and concise statement of the acts or omissions upon which the action was based;
3. A statement advising the employee of the right within ten days from the effective date of the discipline to appeal the action. The appeal shall be in writing and filed with the Personnel Director. The appeal shall contain the grounds for appeal.
4. The notice shall either be given to the employee in person or be mailed. If mailed, the notice shall be deemed to have been received three calendar days after the date of mailing by the County.

A copy of the foregoing written notification(s) shall be sent to the Personnel Department at the same time as the employee.

This procedure does not apply to voluntary reductions in rank or compensation.

PERSONNEL ACTION APPEALS

ARTICLE 5.01 APPEAL HEARING.

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

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

- B. The hearing shall be conducted before the Hearing Officer as a full-scale evidentiary hearing, with full due process rights, including the right to present witnesses, present evidence, cross-examine opposing witnesses, be represented and with findings to support the decision. The hearing need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence may be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs. Failure to enter timely objection to evidence constitutes a waiver of the objection. Upon request of any party, the hearing officer will issue subpoenas and subpoena duces tecum.
1. Findings. The hearing officer shall issue a written recommended decision and findings that shall be presented to the Board of Supervisors for final decision. The Board shall be under no obligation to hold an evidentiary hearing but shall review the written recommendations of the hearing officer.
 2. Appeal to the courts. Should the employee or the county choose to appeal the decision to the courts, said appeal or writ shall be filed within ninety days of the date of the decision of the Board of Supervisors.

SALARY AND RELATED MATTERS

ARTICLE 6.01 SALARY INCREASES.

Effective the first full pay period following January 1, 2020, employees shall receive a 2% salary increase.

ARTICLE 6.02 SALARY UPON APPOINTMENT.

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

ARTICLE 6.03 INCREASES WITHIN SALARY RANGE.

- A. Salary advancement shall not be automatic, but shall be given only upon affirmative recommendation of the department head and upon the approval of the Personnel Director
- B. Employees shall be eligible for advancement to the second step of their salary range, except those hired above Step A, on their salary anniversary date after six months (and a minimum of 1040 hours), of continuous service on the first step.

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

Eligibility for advancement will be on an annual basis thereafter until the employee reaches the maximum salary step of the appropriate salary range.
- C. Employees in positions which have been designated as temporary shall not be eligible for salary advancement except when hired for a period of time exceeding six months to replace an employee on military leave, or on other approved leave. Such employee will not have seniority rights to the position, but at such time as the absent employee returns from approved leave, the temporary worker shall have lay-off rights as enumerated elsewhere in this document.
- D. Effective the first full pay period following adoption of a new MOU, employees shall be eligible for a 6th salary step increase. Effective the first full pay period following January 1, 2018, employees shall be eligible for a 7th salary step increase. Both added steps eligibility shall be in accordance with the above A through C Sections.

ARTICLE 6.04 SALARY UPON PROMOTION.

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

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

ARTICLE 6.05 SALARY UPON DEMOTION.

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

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

ARTICLE 6.06 SALARY UPON TRANSFER.

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

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

ARTICLE 6.07 SALARY RANGE CHANGE.

An employee who receives a range change (due to a wage review and not due to a reclassification based on a change of duties) to a higher overlapping salary range shall be placed upon the same step in the new salary range as he was upon the former salary range. The employee's anniversary date for step advancement shall not be changed.

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

ARTICLE 6.08 SALARY UPON RECLASSIFICATION.

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

ARTICLE 6.09 LONGEVITY PAY.

Employees completing seven years of County service shall receive a 2.5% increase in pay, and employees completing ten years of County service shall receive an additional 2.5% increase from their base pay (For a total of 5% above their step). Employees completing fifteen years of County service shall receive a 5% increase in pay. The total longevity pay after fifteen years of service shall be 10%. (Calculated on base pay.)

ARTICLE 6.10 RESIDENT POST PAY.

A maximum of eight (8) resident deputies designated by the Sheriff shall receive \$60.00 per month. Effective the first full pay period following adoption of this MOU the \$60.00 shall be converted to 2%, added to the regular rate of pay, subject to CalPERS.

The Sheriff retains the right to reassign to and from resident post. This is not considered a change in pay or salary.

Residents must live within their assigned areas as follows:

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

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

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

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

ARTICLE 6.11 POST CERTIFICATE PAY.

Post Certificate pay shall be the following total amounts:

A. Intermediate Certificate - 4.5%

B. Advanced Certificate - 7.0%

ARTICLE 6.12 UNIFORM ALLOWANCE.

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

ARTICLE 6.13 BI-LINGUAL PAY.

Employees authorized to use their bi-lingual skills in the performance of their job duties shall receive a 2.5% increase in base salary for the duration of such authorization. They must pass a test to be determined appropriate by the Personnel Director to meet the necessary standards.

ARTICLE 6.14 SPECIALTY PAY.

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

ARTICLE 6.15 EDUCATION INCENTIVE.

Effective the first full pay period following ratification, any employee who possesses or acquires an associate of arts/associate of science degree in a field of study relevant to the work of the classification of deputy sheriff, shall receive an additional 2.5% effective the first full pay period following proof of such certification to the satisfaction of the Personnel Director.

Any employee who possesses or acquires an bachelor of arts/bachelor of science degree in a field of study relevant to the work of the classification of deputy sheriff, shall receive an additional 5% effective the first full pay period following proof of such certification to the satisfaction of the Personnel Director

The maximum an employee may receive pursuant to this incentive is 5%.

Whether a particular degree is in a field of study relevant to the work of those classifications in the unit is a determination that shall be left to the sole discretion of the Sheriff.

HOURS OF WORK, OVERTIME AND RELATED

ARTICLE 7.01 HOURS OF WORK.

- A. Employees shall be assigned to daily work schedules, including but not limited to 8, 9, 10, and 12 hour shifts, at the discretion of the Sheriff. Normal working hours for all employees shall be 80 hours in a bi-weekly pay period. Based on the scheduling needs and staffing levels, the Sheriff may use any of the following schedule(s): 5 days at 8 hours worked per day for two weeks; $10 @ 8 = 80$; 5 days at 8 hours worked per day for the first week, followed by 4 days at 10 hours per day for the second week ($5 @ 8 + 4 @ 10 = 80$); 5 days at 9 hours worked per day for the first week, followed by 4 days at 9 hours worked per day for the second week (One day in the two-week period will be shortened to an 8 hour work day to balance the work period at 80 hours). ($8 @ 9 + 8 = 80$); 4 days at 10 hours per day for 2 weeks. $8 @ 10 = 80$; 3 days at 12 hours per day for the first week, followed by 4 days at 12 hours per day for the second week. (One day in the two week period will be shortened to an 8 hour work day to balance the work period at 80 hours). ($6 @ 12 + 8 = 80$). Schedules other than the above may be used after meeting and discussing with the Association.
- B. For FLSA purposes, the existing policy and practice of utilizing Section 207 (k) of the FLSA for the purpose of determining overtime for employees in this unit. Pursuant to Section 207 (k), employees in this unit have been, and will continue for the term of this agreement, to be paid overtime at the rate of time and one half the employee's regular rate of pay for all hours worked-as the term "hours worked" is defined in this agreement-in excess of 171 within the designated 28 day work period. This section also defines as a past practice the practice of paying the overtime rate when assigning an employee to a backfill shift. A backfill shift is defined as an employee assigned to work the regular hours of another employee due to a scheduled or unscheduled absence. Additionally, employees are assigned to a regular and reoccurring shift which has regular starting and ending times as well as consecutive days off.

ARTICLE 7.02 REST BREAKS.

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

ARTICLE 7.03 ON-CALL.

A. On-Call Assignment Policy

On-Call may be assigned by a department head with the approval of the CAO. "On-call" is defined to mean "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 pager, 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 his/her 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 (no less than other units) for each hour on-call. If the employee is required to come on duty from being on-call, on-call pay shall end and the employee shall be paid at the rate of time and one-half during the period they are on duty, regardless of how many hours they have actually worked in the previous work period.

ARTICLE 7.04 OVERTIME AND CALLBACK.

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

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

A. Telephonic contact outside of work hours exceeding five (5) minutes shall be paid at a fifteen

(15) Minute minimum for each call. Calls exceeding fifteen (15) minutes shall be paid on a minute for minute basis.

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

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

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

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

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

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

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

ARTICLE 7.05 SCHEDULE CHANGE.

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

PAID LEAVE

ARTICLE 8.01 SICK LEAVE.

- A. Employees other than temporary shall be entitled to one hundred and twenty hours of sick leave with pay for each year of full-time county service. Sick leave shall accrue from the date of county employment at the rate of ten hours for each month or major fraction thereof served. Sick leave may not be granted in excess of the amount accrued and shall be cumulative from year to year. In any position of a Regular part-time nature, the accrual of sick leave shall be prorated in the same ratio as the regular work hours per day, days per week, weeks per month, or months per year of such part-time employees bear to eight hours per day, forty hours per calendar week, calendar weeks per month, or twelve calendar months per year.
- B. In the case of illness, the employee, upon request of the department head, must, upon his return to duty, present a doctor's certificate of illness in order to be credited with sick leave. Exceptions to this provision are permissible with an approval from the department head when the employee involved, for religious reasons, is opposed to the advice or assistance of a physician.
- C. A County employee who is entitled to temporary disability indemnity under the Labor Code may elect to take as much of his accumulated sick leave or his accumulated vacation after his accumulated sick leave becomes exhausted, as, when added to his disability indemnity, will result in a payment to him of his full salary wages. At a time when sick leave and vacation time is exhausted, the employee shall be placed on leave of absence without pay until able to return to active service.
- D. No employee shall be entitled to sick leave while absent from duty on account of any of the following causes:
 - 1. Disability arising from any sickness or injury purposely self-inflicted or caused by any of his willful misconduct;
 - 2. Sickness or disability sustained while on leave of absence other than his or her regular vacation period.
- E. Sick leave is transferable from department to department in case of an employee transfer to another department.
- F. Sick leave is identified 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. (Personnel Rules, Article 2.73)

ARTICLE 8.02 SICK LEAVE USE (IMMEDIATE FAMILY).

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

ARTICLE 8.03 BEREAVEMENT LEAVE.

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

ARTICLE 8.04 VACATION ACCRUAL.

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

1. In any position of a part-time, permanent nature, the allowed vacation leave shall be that part of ninety-six hours equal to the proportion that actual service bears to full-time service in the class of position in question.
2. Department heads shall have full responsibility and discretion for setting vacation periods for all employees under their supervision during the calendar year.
3. Any employee, regardless of length of permanent service with the county, shall be entitled upon resignation, retirement or layoff to compensation in lieu of accrued vacation, payable as of the last day of his employment.
4. All employees shall be encouraged to make use of earned vacation time in accordance with the provisions of this article. In exceptional circumstances, however, with the consent of the employee and the approval of the Board of Supervisors, the department head may allow such employee to forgo the taking of a vacation and be compensated in lieu thereof; provided however, that any employee who is given the opportunity to take his earned vacation and who does not do so shall be deemed to have waived the vacation and shall not be entitled to compensation therefore.
5. Any employee who has served the county for five years of continuous service is thereafter entitled one hundred and twenty hours of paid vacation per year to be computed based on ten hours per month of service, and such employees shall be entitled to accumulate such vacation time to a maximum of two hundred forty hours. Each represented employee completing ten (10) years of continuous service shall be entitled to accrue one hundred forty-four hours of vacation leave with pay per year of full-time service. Any employee having seventeen years of service shall be entitled to one hundred sixty hours of vacation leave for each year of full-time service. Such vacation shall accrue at the rate of 13.33 hours per month of service.
6. No person shall be permitted to work for compensation for the county in any capacity during the time

of his paid vacation from county service.

ARTICLE 8.05 HOLIDAYS.

- A. The following are established as holidays for all employees, including probationary employees, in permanent positions (temporary/extra help employees do not receive holidays):
1. New Year's Day;
 2. Martin Luther King Day;
 3. Lincoln's Birthday;
 4. President's Day;
 5. Memorial Day;
 6. Independence Day;
 7. Labor Day;
 8. Columbus Day;
 9. Veterans Day;
 10. Thanksgiving Day;
 11. The Friday after Thanksgiving Day;
 12. Christmas Eve;
 13. Christmas;
 14. Every day appointed by the President for a public feast, Thanksgiving or holiday conditional upon advance approval by the Board of Supervisors.
 15. One personal holiday.
- B. If any holiday designated in subsection (a) of this section falls on a Sunday, the Monday following that holiday shall be given as a day off with pay to every permanent employee. If any such holiday falls on a Saturday, the Friday preceding that holiday shall be given as a day off with pay to every permanent employee.
- C. Employees who were employed as of December 31st shall be entitled to take a personal holiday in the following calendar year. If the paid personal holiday is not used by the employee during that year, it will be lost to the employee. Employees who have worked less than full time during the preceding six months in which the holiday is taken shall have their personal holiday prorated accordingly. The personal holiday cannot be granted to the employee in the form of additional compensation. It shall be taken as a paid day off.
- D. Any county employee, except temporary/extra help employees who are required to work on a holiday shall be entitled to the equivalent time off as provided in this section. Permanent part-time employees shall earn paid holidays on a prorated basis in relation to full-time employment.

ARTICLE 8.06 HOLIDAY SCHEDULING.

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

ARTICLE 8.07 PAID LEAVE CARRYOVER.

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

ARTICLE 8.08 ADMINISTRATIVE LEAVE.

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

ARTICLE 8.09 OTHER PAID LEAVES.

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

UNPAID LEAVE

ARTICLE 9.01 UNPAID LEAVE.

- A. Any employee in the classified service who has permanent status may be granted leave of absence without pay in excess of 90 days upon written request of the employee, which is recommended by his/her department head and approved by the Board of Supervisors for the reasons listed below. In the case of leave without pay of ninety calendar days or less, approval may be granted by the Personnel Director. Benefits (including vacation and sick time) do not accrue during a leave of absence without pay.
 1. Illness or disability;
 2. Maternity leave. An employee may choose to utilize accumulated sick leave for maternity purposes. In the case that an employee's accumulated sick leave is exhausted or the employee chooses not to use sick leave this section does not apply. Employee's personal physician will determine how close to the date of the expected birth of the child the employee may work. Pregnancy leave shall be for a period consistent with applicable law;
 3. To take a course of study which will increase the employee's usefulness upon return to his position;
 4. Personal reasons acceptable to the employee's department head and to the Board of Supervisors.
- B. A leave of absence without pay may be for a period not to exceed one year and may extend only upon the approval of the Board of Supervisors. Failure of an employee to return to his county employment upon termination of an authorized leave of absence shall be grounds for dismissal from county service.
- C. Military leave shall be governed by provisions of the Military and Veterans Code.
- D. Whenever an employee who has been granted leave without pay desires to return before expiration of such leave he shall notify his department head as soon as possible in advance of his return.
- E. A vacancy resulting from an approved leave of absence should be filled by a limited term appointment, and the person appointed to fill his vacancy shall be informed by his department head that his employment in that position is temporary.

- F. Approval of leave without pay by the Board of Supervisors is not necessary when leaves are governed by federal and state family and medical leave laws or in the case of established or contested work-related injuries.
- G. In addition to A-F above, employees may be eligible for certain other unpaid leaves pursuant to Appendix A.

LAYOFFS

ARTICLE 10.01 LAYOFF PROCEDURE.

- A. Definition of Layoff: a layoff is an action, or a series of actions, where the Board of Supervisors determines that a reduction in the employment force is necessary and, as a consequence, an individual employee's employment with the County is terminated, subject to the conditions set forth herein.
- B. Scope of Layoff Procedure: all County employees shall be covered by layoff procedures described herein.
- C. Layoff Procedure: in the event of a layoff, such layoff will be initiated within affected County departments giving due recognition to the seniority an individual employee has within County service.
- D. After the Board of Supervisors has reviewed various proposals made by the affected department head regarding potential layoff plans, the Board will determine the number and classification and employees that must be laid off. Said layoff will take place in accordance with the following procedures:
 - 1. In the event of a layoff, such layoff will be initiated within County service.
 - 2. Seniority lists. The Personnel Director shall establish seniority lists for all classes based upon employees' length of service with the County. Such lists shall be established on departmental basis. For purposes of these procedures, "department" means those budget units administered by one appointing power.
 - 3. Seniority score computation. Total seniority shall be counted from the initial date of appointment, 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 service. For other than full time employees, 173.333 hours worked shall be equivalent to one month's service and seniority credit shall be given upon completion of each 173.333 hours worked. A full-time employee who has fifteen (15) or more calendar days of service in a calendar month shall be considered to have worked a complete month.

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

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

1. Temporary/extra employees will be laid off;
 2. Probationary employees will be laid off next;
 3. Permanent part-time employees will be laid off next;
 4. Permanent full-time employees will be laid off next.
- E. In each instance, the layoff will be inverse order of seniority within the affected department. Appropriate recognition will be given to jobs which require certain degrees of specialization as determined by the department head and in the event that two employees have equal seniority within a specific classification in that department, the employee with the specialized skills to perform the job shall be the last to be laid off.
- F. An employee who is laid off may demote to a lower class in the same department that has similar duties, responsibilities and requirements, as designated by the Personnel Director, providing total seniority credits exceed the total seniority credits of one employee in the lower class. To be considered for demotion in lieu of layoff, an employee must notify the Personnel Director in writing of selection not later than seventy-two hours after receiving the notice of layoff.
- G. In lieu of being laid off in an employee's present classification, an employee may elect to transfer to or demote to any class with the same or lower maximum salary in which the employee had served with permanent status in the same department or other department in the County if such a position is vacant or if the employee being laid off has more seniority in that class than at least one employee in the class.
- H. In special circumstances, upon recommendation of the department head and the approval of the Board of Supervisors, an employee may elect to transfer or demote in lieu of layoff to a position in said employee's department in which the employee has not previously served but which the employee's skills and ability are adequate to perform the respective job if such a job is vacant.
- I. Any employee replaced by a demotion or transfer described in subsection (f) will have the same rights as set forth in this section.
- J. Thirty (30) calendar days before the effective date of the layoff, written notice of the intended layoff action and the various employment alternatives available to the affected employee will be provided to the affected employee. Said written notice shall state the reasons for which the layoff procedure is necessary. An employee receiving such written notice shall have seventy-two hours in which to determine which of the employment alternatives they will select. Within said seventy-two hour period the employee will notify the Personnel Director of the employment alternative the affected employee has selected, said notification to be in writing.
- K. Reemployment rights: Employees affected by the procedure set forth in this subsection shall have the following reemployment rights:
1. A reemployment list will be established in the inverse order of layoff within specific classification in each department. Persons on this list will be afforded the first opportunity for appointment to any future employment in said class for a period of one year. An employee, if recalled within this one-year period, will resume employment and will be reinstated with all rights and benefits as though said employee had returned from an unpaid leave of absence, including accumulation of seniority, unpaid or unused vacation and sick leave, and reinstatement at the salary step level to which said employee previously held, notwithstanding any provision of County rules, regulation or ordinances to the contrary.
 2. Persons on such reemployment lists shall have the right to refuse two offers from the employment list for jobs within the classification within the County department where that employee was previously employed. After a person has made two such refusals that employee's name will be stricken from the reemployment list.

L. The County and the DSA agree to meet and agree on the layoff process during the term of this MOU.

INSURANCES

ARTICLE 11.01 HEALTH INSURANCE.

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

	<u>Amount</u>
Employee only	\$240
Employee + 1 dep.	\$315
Employee + 2 dep.	\$537

ARTICLE 11.02 FLEXIBLE BENEFIT PLAN.

The County agrees to contribute \$619 monthly to the flexible benefit plan (prorated for regular part-time employees) which may be used for the following:

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

ARTICLE 11.03 DENTAL PREMIUM.

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

ARTICLE 11.04 HEALTH INSURANCE COMMITTEE.

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

ARTICLE 11.05 LIFE INSURANCE.

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

RETIREMENT

ARTICLE 12.01 RETIREMENT PLAN.

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

1. Safety- 3% @ 50
2. Single Highest Year
3. 1959 Survivor Benefits (3rd Level)

4. Sick Leave Credit
5. Military Service Credit
6. Service Credit for Lay-offs

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

ARTICLE 12.02 RETIREMENT PAID.

"Classic" PERS members shall pay their full PERS member contribution (9%), on a pre-tax basis. "PEPRA" PERS members shall pay 50% of the normal cost, as defined by PERS, as their PERS member contribution on a pre-tax basis.

ARTICLE 12.03 PENSION REFORM ACT OF 2013.

In addition to the above CalPERS retirement provisions, the County will comply with and apply the California Public Employee's Pension Reform Act of 2013 and all applicable amendments thereto. Any changes to the cost sharing formula for employees hired prior to January 1, 2013, shall be met and agreed upon prior to 2018.

MISCELLANEOUS PROVISIONS

ARTICLE 13.01 PROBATIONARY EMPLOYEE.

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

ARTICLE 13.02 POSITION CLASSES.

All classes of positions with the exception of the exempt service shall constitute the classified service.

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

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

ARTICLE 13.03 PERSONNEL FILES.

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

ARTICLE 13.04 EMPLOYEE EVALUATION.

- A. Upon completion of an employee's probationary period and then annually, within one month prior to the employee's anniversary date, each department head shall evaluate the performance of his/her employees in the classified service. The evaluation shall be in writing on forms approved by the county counsel and shall give the employee an overall rating of either:
1. exceeds performance standards;
 2. meets performance standards;
 3. needs improvement; or
 4. unacceptable performance.
- B. An employee who is dissatisfied with the rating received may grieve the matter through the Lassen County grievance procedure.
- C. An employee who has not received a regular performance evaluation by his anniversary date shall be deemed to "meet performance standards" for the year.
- D. Evaluations shall be kept in the official personnel file in the personnel office and shall not be open to public inspection.
- E. Evaluations shall be considered in approving transfers, promotions, merit increases, disciplinary actions or other personnel actions.

ARTICLE 13.05 JURY DUTY.

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

ARTICLE 13.06 MEAL REIMBURSEMENT/MILEAGE.

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

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

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

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

ARTICLE 13.07 TUITION AND BOOKS REIMBURSEMENT.

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

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

Funding for this program is dependent upon sufficient funds being available in the departmental budget to reimburse the employee.

For further details, see the County Policy "Training and Tuition Reimbursement".

ARTICLE 13.08 CELL PHONE STIPEND.

Effective the first pay date following adoption of this MOU, all employees shall receive a monthly cell phone stipend of \$50 monthly, paid on a pro-rated share bi-weekly. All employees shall be required to use their personal cell phone for work related matters while on duty. Such phones must be in appropriate working condition so they can be utilized for all work related matters.

ARTICLE 13.09 SICK LEAVE INCENTIVE PROGRAM.

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

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

ARTICLE 13.10 K-9 POLICY.

A. Scope of Program

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

B. K-9 Handler Compensation

1. The County and the Association have determined that the amount of compensable off-duty

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

ARTICLE 13.11 DEPUTY SHERIFF RECRUIT.

Should the County hire someone and they attend the POST Academy, they shall be paid as a Deputy Sheriff Recruit at a flat rate of 10% below Deputy Sheriff Step A, and time spent in the Academy shall extend their 12-month probationary period by such time. If the County provides housing during this process, the Recruit shall receive \$20 per diem daily in addition to the housing.

ARTICLE 13.12 JOB DESCRIPTION.

Add the following to the current job description: "ability to work cooperatively with other employees".

ARTICLE 13.13 COUNTY POLICIES.

The County and the Association agree the following County policies apply to employees covered by this MOU:

- A. Catastrophic Leave Policy
- B. Employer-Employee Relations Policy.
- C. Harassment Policy
- D. Workplace Violence Policy
- E. Veterans Policy
- F. Information Technology Policy
- G. Training and Tuition Reimbursement

ARTICLE 13.14 MOU/PERSONNEL RULES & REGULATIONS CONFLICT.

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

ARTICLE 13.15 BODY WORN VIDEO CAMERAS.

The Sheriff and the DSA agree to develop a policy regarding Body Worn Video Cameras.

ARTICLE 13.16 COUNTY EMPLOYMENT HARASSMENT POLICY.

The parties agree to update the County Employment Harassment Policy as proposed by the County.

CLOSING PROVISIONS

ARTICLE 14.01 FULL AND COMPLETE AGREEMENT.

The above constitutes a full and complete agreement between the parties on all items within the scope of representation effective from ratification through December 31, 2020 except as otherwise specified herein. It is intended that all other ordinances, resolutions, rules, memoranda, practices and procedures shall remain in full force and effect through December 31, 2020 and shall continue in effect year to year unless one of the parties notifies the other no later than October 15th of a given year of its intent to modify or amend this contract.

ARTICLE 14.02 SIGNATURES.

This agreement was approved by the Lassen County Deputy Sheriffs Association on March 13, 2019, and ratified by the Lassen County Board of Supervisors on March 19, 2019.

For the County of Lassen

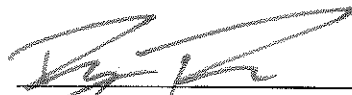


RICHARD EGAN
County Administrative Officer



JEFF HEMPHILL
Chairman, Lassen County Board
of Supervisors

For the Lassen County
Deputy Sheriffs Association



Ryan Ruano
Representative



Scott Ducasse
Representative



Mark Salvo
Labor Consultant

APPENDIX A

OTHER PAID/UNPAID LEAVES

1. **Medical/Family Care Leave (MFL): *Federal Family and Medical Leave (FMLA) and California Family Rights (SFRA)***

1.1 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.

1.2 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.

1.3 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.

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

1.5 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.

1.6 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.

1.7 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.

1.8 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.

1.9 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.**

1.10 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.

1.11 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.

1.12 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.

1.13 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.

2. 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.

2.1 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.

2.2 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.)

2.3 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.

2.4 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.

3. 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.

4. 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.

5. 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.

6. 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.

7. 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.