

**August 24, 2021-June 30, 2024**  
**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN THE**  
**COUNTY OF LASSEN**  
**AND**  
**UPEC, Local 792,**  
**LASSEN COUNTY GENERAL**  
**EMPLOYEES UNIT**

---

## **TABLE OF CONTENTS**

<b><u>ARTICLE</u></b>		<b><u>PAGE</u></b>
	<b>GENERAL PROVISIONS</b>	
	PREAMBLE	1
1.01	Parties to the Memorandum	1
1.02	Scope of Representation	1
1.03	Validity of Memorandum	1
1.04	Ratification	1
1.05	Recognition	1
1.06	Payroll Deductions	1
1.07	Membership and Payroll Deduction	2
	<b>RESPECTIVE RIGHTS</b>	
2.01	Employee Rights	3
2.02	Association Rights	4
2.03	Association Representatives	4
2.04	Management Rights	4
	<b>GRIEVANCE PROCEDURE</b>	
3.01	Grievance Definition	4
3.02	Grievance Procedure	5
	<b>DISCIPLINARY ACTION</b>	
4.01	Disciplinary Action – Cause	6
4.02	Notice of Disciplinary Action	7
4.03	Appeal from Disciplinary Action	7
	<b>PERSONNEL ACTION APPEALS</b>	
5.01	Appeal Hearing	8

---

## **SALARY AND RELATED**

6.01	Salary Increase	9
6.02	Salary Upon Appointment	9
6.03	Increases Within Salary Range	10
6.04	Salary Upon Promotion	10
6.05	Salary Upon Demotion	11
6.06	Salary Upon Transfer	11
6.07	Salary Range Change	11
6.08	Salary Upon Reclassification	11
6.09	Additional Longevity Pay	11
6.10	Education Incentive	12

## **HOURS OF WORK**

### **OVERTIME AND RELATED MATTERS**

7.01	Hours of Work	12
7.02	Rest Breaks	13
7.03	Overtime and Call Back	13
7.04	Compensating Time Off and Cash Choice	14
7.05	On-Call Assignment and Pay	14
7.06	Alternative Work Schedule	14
7.07	Working Out of Classification	15

## **PAID LEAVE**

8.01	Sick Leave	15
8.02	Sick Leave Use (Immediate Family)	16
8.03	Bereavement Leave	16
8.04	Incentive Program	17
8.05	Vacation Accrual	17

---

8.06	Vacation Length	18
8.07	Holidays	18
8.08	Blood Donation Leave	19
8.09	Administrative Leave	19
8.10	Paid Leave during an Emergency	19
8.11	Other Paid Leaves	20
<b>UNPAID LEAVE</b>		
9.01	Unpaid Leave	20
<b>LAYOFFS</b>		
10.01	Layoff Procedure	21
<b>INSURANCE</b>		
11.01	Health Insurance	24
11.02	Flexible Benefit Plan	24
11.03	Health Insurance Committee	25
11.04	Disability Insurance	25
11.05	Life Insurance	25
<b>RETIREMENT PLAN</b>		
12.01	Retirement Plan	26
12.02	Retirement Paid	26
12.03	Union Pension Plan	26



---

## MISCELLANEOUS PROVISIONS

13.01	Bilingual Skills	26
13.02	IRS Section 125	26
13.03	Cash Advance-Training and Conferences	27
13.04	Personnel Files	27
13.05	Probationary Period	27
13.06	New Classes and Reclassification Procedure	27
13.07	Meal Receipts and Per Diem	28
13.08	Employee Evaluations	28
13.09	Jury Duty	28
13.10	Complaint Procedure	29
13.11	Books and Tuition Reimbursement	29
13.12	Work Furlough	29
13.13	Board of Supervisors Agenda	29
13.14	Workers Compensation - Tax Issue	29
13.15	Employee Counseling	30
13.16	Approval of County Policies	30
13.17	Safety Shoes	30
13.18	Job Descriptions	30
13.19	MOU/Personnel Rules & Regulations Conflict	30
13.20	New Employee Orientation	30
13.21	UPEC Bulletin Boards	31
13.22	Probation Safety Equipment	31

---

## **CLOSING PROVISIONS**

14.01	Full and Complete Agreement	32
14.02	Signatures	32

## **APPENDICES**

Appendix A	Job Classifications/Salary Ranges	33
Appendix B	Catastrophic Leave	37
Appendix C	Harassment Policy	38
Appendix D	Veterans Preference Policy	41
Appendix E	Information Technology-Use and Security	42
Appendix F	Violence in the Workplace	47
Appendix G	Other Paid/Unpaid Leaves	50
Appendix H	Training and Tuition Reimbursement	61
Appendix I	State of California GOVERNMENT CODE Section 6254.3	63

## **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 UPEC 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 UPEC, 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 DEDUCTIONS.**

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.

ARTICLE 1.07 MEMBERSHIP AND PAYROLL DEDUCTION.

A. RECOGNITION.

Pursuant to California Government Code Section 3501(b) the County recognizes UPEC as the Recognized Employee Organization bargaining representative for the purpose of establishing salaries, hours, fringe benefits and working conditions of all regular employees employed in the classifications in the General Unit.

B. MEMBERSHIP.

All regular employees occupying positions in classifications in the General Unit, who are members of the Union, shall be required to pay Union Dues. Employees are not required to join the Union as a condition of employment.

C. PAYROLL DEDUCTION OF DUES/VOLUNTARY REPRESENTATION FEES.

The County agrees, upon notification from the Union that an employee has provided written consent for the deduction of membership dues/fees as established by the Union, from the salaries of the employees the Union represents. The County shall remit the sum so withheld, immediately, directly to the Union along with a list of employees who have had such amounts deducted. The Union agrees to provide a listing of additions or deletions of membership/fees or requested changes to establish payroll deductions of represented employees, to the payroll section of the Finance department.

D. MAINTENANCE OF MEMBERSHIP/FEES.

All UPEC members who are members on the date of ratification of this Agreement or who, thereafter, during its term become members of UPEC, shall, as a condition of continued employment, maintain their membership in UPEC or pay a voluntary representation fee for the term of this Agreement; provided, however, that any such member may resign from membership in UPEC or cancel voluntary representation fees during the period of thirty (30) days prior to the expiration of the Agreement in accord with the procedures established by UPEC and on a form provided by UPEC. In the absence of an Agreement the month of June shall be the time during which an employee may resign membership or revoke fees.

E. INDEMNIFY AND HOLD HARMLESS.

UPEC fully indemnifies and holds harmless and agrees to defend the County, its officers, agents, and employees acting on behalf of the County against any and all claims, demands, suits, and from liabilities of any nature which may arise out of or by reason of any action taken or not taken by the County under provisions of this article.

## **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 article.

Pursuant to Government Code Section 3502 any employee shall have the right to represent themselves individually with the County and to present grievances, other workplace issues and discipline appeals to the County and to have such grievances and appeals adjusted without the intervention of the Union up to but not including arbitration, provided that the adjustment shall not be inconsistent with the Memorandum of Understanding and further provided that the Union shall be given an opportunity to be present at any formal steps of adjustment.

### **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 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.
- 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 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. Performance reviews and letters of reprimand shall end at Step III – CAO Review. 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.

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 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, he/she 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 his/her 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. 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**

The action of an employee which reflects discredit upon a public service, or is a hindrance to the effective performance of the department in which the employee is employed shall be considered good cause for discipline. Examples of grounds for disciplinary action shall include, but not be limited to the following:

- ☐ Incompetency
- ☐ Inefficiency
- ☐ Neglect of duty
- ☐ Insubordination



- ☐ Absence without leave
- ☐ Conviction of a felony
- ☐ Discourteous treatment of the public or other employees
- ☐ Improper political activity
- ☐ Willful disobedience
- ☐ Willful concealment or misrepresentation of material facts in applying for or securing employment
- ☐ Other conduct either during or outside of duty hours which causes discredit to the agency or the employment
- ☐ Violation of the Lassen County Personnel Rules & Regulations

#### ARTICLE 4.02 NOTICE OF 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 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.

Employees covered by State Merit System's Local Agency Personnel Standards shall not have access to the appeal process described above but shall have appeal rights pursuant to LAPS Sections 17550-17567.

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.

## **PERSONNEL ACTION APPEALS**

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

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

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

the objection. Upon request of any party, the hearing officer will issue subpoenas and subpoena duces tecum.

1. Findings. The hearing officer shall issue a written recommended decision and findings that shall be presented to the Board of Supervisors for final decision. The Board shall be under no obligation to hold an evidentiary hearing but shall review the written recommendations of the hearing officer.
2. Appeal to the courts. Should the employee or the county choose to appeal the decision to the courts, said appeal or writ shall be filed within ninety days of the date of the decision of the Board of Supervisors.

### **SALARY AND RELATED MATTERS**

#### **ARTICLE 6.01 SALARY INCREASE:**

- A. Effective the first full pay period after August 24, 2021, employees shall receive a 2.0% salary increase.
- B. Effective the first full pay period after July 1, 2022, employees shall receive a 2.0% salary increase.
- C. Effective the first full pay period after July 1, 2023, employees shall receive a 2.0% salary increase.
- D. Effective January 1, 2022, Salary Schedule Ranges 8-11 shall be modified as set forth on the attached spreadsheet A.
- E. The following classifications shall be moved up one salary range effective the first full pay period after ratification of this MOU:
  - Admin Clerk – from Range 8 to Range 9
  - Office Assistant II – from Range 10 to Range 11
  - BH Case Manager I – from Range 18 to Range 19
  - BH Case Manager II – from Range 20 to Range 21
  - Social Worker I – from Range 14 to Range 15
  - Social Worker II – from Range 16 to Range 17
  - Social Worker III A/6 years' experience OR Bachelors – from Range 18 to Range 19
  - Social Worker III B/6 years' experience AND Bachelors – from Range 21 to Range 22
  - Social Worker IV A/License Eligible – from Range 24 to Range 25
  - Social Worker IV B/Licensed – from Range 26 to Range 27

#### **ARTICLE 6.02 SALARY UPON APPOINTMENT:**

The CAO may, upon the 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 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 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 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 par-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. Upon the date of ratification of this MOU, and upon the satisfactory completion of twelve months' (2080 hours) service in Step E, employees may be considered for increase to Step F.
8. Starting July 1, 2022, upon the satisfactory completion of twelve months' (2080 hours) service in Step F, employees may be considered for increase to Step G.

D. Regular Part-time employees may be given step increases pursuant to Section 6.03c.

ARTICLE 6.04 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 date of promotion.

#### ARTICLE 6.05 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 6.06 SALARY UPON TRANSFER

An employee transferred to a different position with 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 6.07 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 6.08 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 6.09 ADDITIONAL LONGEVITY PAY.

Employees who have completed 7 years of service shall receive a 2.5% longevity premium.

Employees who have completed 10 years of service shall receive an additional 2.5% for a total longevity premium of 5% (2.5 plus 2.5 – longevity premiums are not compounded). Employees with 15 years of service will receive an additional 5% for a total longevity premium of 10% of their base pay. Employees with 20 years of service will receive an additional 2.5% for a total of 12.5% longevity premium. Employees with 25 years will receive an additional 2.5% for a total of 15% longevity premium. 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 the first full pay period following ratification.

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

#### **ARTICLE 6.10 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, 2022:

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

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

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

Working hours-Workweek-Overtime. Employees of the departments as shall hereafter be designated by resolution of the Board of Supervisors shall not be bound by the provisions of this section, but

shall be bound to work in such shifts as shall be set by their department head and as approved by the Board of Supervisors.

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 MOU Article 7.06.

1. 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 his department so that each employee therein shall work not more than five days in each calendar week, except that a department head may require an employee in his department to temporarily perform services in excess of five days a week when public necessity or convenience so requires.

B. Juvenile Hall Counselors, having been determined to be subject to the FLSA Section 207(k) may be scheduled to work a 12-hour shift from 6 am to 6 pm and from 6 pm to 6 am. The workweek for juvenile hall counselors on this schedule shall begin on 6 am Sunday morning. (This section supersedes Article 1001 in the Personnel Rules and Regulations).

Overtime for group counselors working this twelve-hour week will be based on a 2 week pay period of 80 hours. The county will pay overtime for hours worked over 12 in one day and over 80 in two weeks. (Vacation, sick leave, holiday hours or other leave are not included in time worked for purposes of calculating overtime.) Employees will be credited with 8 hours of holiday pay at each holiday, accruals of vacation and sick pay will be the same as elsewhere in this MOU.

#### ARTICLE 7.02 REST BREAKS.

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

#### ARTICLE 7.03 OVERTIME AND CALL-BACK.

**Overtime:** If in the judgment of a department head, work beyond the normal workday and/or workweek provided in this chapter is required of any employee, he/she may authorize such overtime. All employees (except temporaries) working up to two hours after a normal work shift shall be compensated at the straight time rate, except where the F.L.S.A. requires time and one-half.

Employees working beyond said two hours shall be compensated at the time and one-half rate for those hours worked beyond the two hours.

**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 callback 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 half rate. This method of paying for call outs is consistent with other similarly situated employees.



ARTICLE 7.04 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. C.T.O. accumulation shall be in accordance with the Federal allowable maximum limit, currently 240 hours. A department head may require an employee to take time off using accrued CTO time for any hours accumulated above 120 hours.

ARTICLE 7.05 ON-CALL ASSIGNMENT AND PAY.

A. On-Call Assignment Policy. On-call may be assigned by a department head with the approval of the County Administrative Officer. "On-call" is defined to mean "a period of time in addition to the normal work schedule in which 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.

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. 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.

B. 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.

C. 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 7.06 ALTERNATIVE WORK SCHEDULE.



Currently many departments allow employees to flex their hours for purposes 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:

- An alternate schedule shall be established and approved in writing by the department head with notice to the Personnel office and the union.
- 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.
- During payroll periods which contain a holiday, employee may be required to revert to a standard work schedule.
- 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 ten hours sick leave for that day.)

#### ARTICLE 7.07 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 8.01 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 8.02 SICK LEAVE USE (IMMEDIATE FAMILY).

A maximum of seven and one half (7 1/2) 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 1/2) days 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.

ARTICLE 8.04 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</u> <u>USED ANNUALLY</u>	<u>DAYS THAT MAY BE CONVERTED</u> <u>(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 8.05 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 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 days of paid vacation per year to be computed based on one and one-fourth 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 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 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. An employee who has, in writing, at least 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.
8. All vacation requests shall be approved or denied within two weeks of their submission to the employees supervisor. Failure of the supervisor to respond within that time period will be deemed approval of the requested vacation leave. Receipt of a vacation leave request shall be established either by a signature by the supervisor (acknowledging receipt) or a copy of an email to the supervisor.

#### ARTICLE 8.06 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 for a denial of said request.

#### ARTICLE 8.07 HOLIDAYS:

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

1. January 1st;
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 24, known as "Christmas Eve;"
13. December 25, known as "Christmas;"
14. Subject to approval by the Board of Supervisors, every day appointed by the President for a public feast, Thanksgiving or holiday;
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 31 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.

E. 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.

#### ARTICLE 8.08 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 8.09 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 8.10 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 8.11 OTHER PAID LEAVES:

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

### **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 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 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 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 G.

## **LAYOFFS**

### **ARTICLE 10.01 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



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, UPEC and the County Administrative Officer may discuss early retirement options at either UPEC'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 seniority lists for all classes based upon employees' length of service with the County. Such lists shall be established on departmental basis. For purposes of these procedures, "department" means those budget units administered by one appointing power.
3. Seniority score computation. Total County seniority shall be counted from the initial date of appointment to a regular employment status, as long as there has been no break in service; otherwise, total seniority credits shall be counted from the first day of employment following the last break in service.

One point of seniority credit shall be given for each qualifying month of regular employment status. For other than full time employees, 173.333 hours worked shall be equivalent to one month's service and seniority credit shall be given upon completion of each 173.333 hours worked. A full-time employee who has 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.

E. 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.

F. 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.

G. 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.

H. 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.

I. 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.

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

K. Thirty 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.

L. 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 months. An employee, if recalled within this eighteen-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

### ARTICLE 11.01 HEALTH INSURANCE.

Effective upon ratification of this MOU, County agrees to contribute the following monthly to PERS on behalf of any employee participating in a PERS-sponsored health insurance plan:

Employee only	265
Employee + 1 Dep.	340
Employee + 2 Dep.	440

Effective the first full pay period following Dec 1, 2021, contributions shall be a total of:

Employee only	290
Employee + 1 Dep.	365
Employee + 2 Dep.	465

Effective the first full pay period following Dec 1, 2022, contributions shall be a total of:

Employee only	315
Employee + 1 Dep.	390

ARTICLE 11.02 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 - \$40 per month
- B. Life insurance above \$40,000
- C. Additional contribution to health insurance
- D. Deferred Compensation
- E. Vision Plan

Section 125 childcare and unreimbursed medical

Supplemental insurance plans offered by the County or its approved vendors.

Effective on the first full pay period after ratification of the MOU, the amount contributed to the flex plan shall be \$644.00 monthly.

Effective the first full pay period pay period after Dec 1, 2021, the amount contributed to the flex plan shall be a total of \$669.00 monthly.

Effective the first full pay period after Dec 1, 2022, the amount contributed to the flex plan shall be a total of \$694.00.

ARTICLE 11.03 HEALTH INSURANCE COMMITTEE

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

ARTICLE 11.04 STATE DISABILITY INSURANCE.

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

ARTICLE 11.05 LIFE INSURANCE.

The County shall provide paid term \$40,000 life insurance coverage for each eligible employee. (Please note that employees 65 or older are covered for ½ the amount for employees under the age of 65 per the terms of the insurance policy).

## **RETIREMENT**

### **ARTICLE 12.01 RETIREMENT PLAN.**

County agrees to maintain its contractual arrangement with CalPERS to provide (CalPERS 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. 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.

### **ARTICLE 12.02 RETIREMENT PAID.**

The County will pay 4% of the 7% required CalPERS member contribution. Newly hired employees shall pay the full 7% member contribution to the Public Employees Retirement System for their first six months of employment.

Additionally, the County agrees to report the Employer paid member contribution as CalPERS eligible earnings. Effective the July 17, 2013 pay date, 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.

### **ARTICLE 12.03 UNION PENSION PLAN**

The County agrees to implement a Union Pension Plan subject to the following conditions being met:

- There is no cost to the County
- There is no Agency Shop Requirement
- All represented employees have the right to vote to approve the Pension Plan.

## **MISCELLANEOUS PROVISIONS**

### **ARTICLE 13.01 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 employee's department.

### **ARTICLE 13.02 IRS SECTION 125.**

The County shall maintain an Internal Revenue Code Section 125 "premium conversion Plan" Effective 7/1/01, the Section 125 Plan is expanded to apply to childcare and unreimbursed medical expenses. (See also Article 11.02)

ARTICLE 13.03 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 or seminar.

ARTICLE 13.04 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 13.05 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 six (6) month probationary period. The department head may extend an employee's probationary period for an additional six (6) months subject to the approval of the Personnel Director. Effective November 27, 2012 employees newly hired or promoted shall serve a twelve-(12) month probationary period, no extensions allowed.

Notwithstanding the above, those employees newly hired or promoted into the classes of Probation Officer and Group counselor, shall serve a twelve (12) month probationary period.

For those employees newly hired or promoted into the classes of Integrated Case Worker I and Social Worker I, the probationary period shall be twelve (12) months.

Effective on ratification, the probationary period for promotions within the same series shall be six months rather than the one year as required above.

ARTICLE 13.06 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 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. 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 13.07 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 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.

#### ARTICLE 13.08 EMPLOYEE EVALUATION.

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. 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 13.09 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 13.10 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 13.11 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 H.

ARTICLE 13.12 WORK FURLOUGH.

The Board of Supervisors may effect 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 UPEC thirty (30) days advanced notice whenever the County intends to furlough employees.

ARTICLE 13.13 BOARD OF SUPERVISORS AGENDA.

The County will mail to the Association a copy of the agenda of the Board of Supervisors (the agenda outline) and a copy of the minutes of Board meetings.

ARTICLE 13.14 WORKERS' COMPENSATION-TAX ISSUE.

Those employees with accepted workers compensation cases shall receive a "non-tax" payment for wages from 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 13.15 EMPLOYEE COUNSELING.

Whenever and wherever practicable County supervisory employees will counsel and/or verbally warn employees in private.

ARTICLE 13.16 APPROVAL OF COUNTY POLICIES.

The parties have agreed to the following policies:

E-mail

Employer-Employee Relations Resolution

Fitness for Duty, Medical Transfer, Demotion or Termination

Alcohol & Drug

Job Sharing Policy

ARTICLE 13.17 SAFETY SHOES.

When the Department Head determines safety shoes are appropriate for use by Department employees, the identified employee(s) shall receive an annual allowance of one hundred fifty dollars (\$150) for the purchase and maintenance of safety shoes. The purchase of safety shoes shall meet the requirements determined by the Department Head and shall be marked by the manufacturer for compliance.

ARTICLE 13.18 JOB DESCRIPTIONS.

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

ARTICLE 13.19 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 13.20 NEW EMPLOYEE ORIENTATION.

The County will notify the Union no less than 10 days prior to new hire orientations being held, including the time, date, and location of the orientation, as well as the number of prospective U.P.E.C. Local 792 employees anticipated to be in attendance.

The County will allow the Union representative up to 20 minutes at the end of the orientation to meet with new employees who are hired to positions that are represented by U.P.E.C., Local 792.



The County reserves the right to attend this 20-minute period of the orientation.

The County agrees to release time for one current employee to attend these meetings and for travel time to and from the orientation. The Union will provide the County with the name of the representative on release time at least five (5) days prior to the orientation.

### **Information Provided**

The County will within 30 days of the date of hire, and to the extent this information is possessed by the County, provide the Union with the new bargaining unit employee's, (via digital file (currently excel spreadsheet)):

Name  
Job title  
Department  
Work location  
Work, home and personal cellular telephone numbers  
Personal email addresses on file with the employer  
Home address

The County will also provide the Union this same information, via digital file, on all bargaining unit members on a quarterly basis (120 days).

The Union and the County agree that the County may provide the advisement form, Appendix I, incorporated herein by reference, during the new hire orientation process indicating the ability of an employee to “opt-out” of providing the five pieces of information listed below. In order for the “opt-out” to be effective, it must be in writing and signed by the new hire employee.

Home address  
Home telephone number  
Personal cellular telephone number  
Personal email address  
Birth Date

### **ARTICLE 13.21 UPEC BULLETIN BOARDS.**

In departments where employees are represented by UPEC and have bulletin board space, the department head shall designate at least one (1) posting space in each non-contiguous location for use by the Union. No posting shall be made on County premises on space other than that provided except for postings relating solely to social activities of the Union. Bulletin boards shall be used only to inform employees of the procedure for joining the Union, notification of meetings, internal organizational elections, or other similar internal business matters. Bulletin boards shall not be used for presenting arguments, making charges, or for matters which may adversely reflect upon the effectiveness of the County.

### **ARTICLE 13.22 PROBATION SAFETY EQUIPMENT**

The parties agree to meet and discuss safety equipment for Probation Department Peace Officers.

### CLOSING PROVISIONS

#### ARTICLE 14.01 FULL AND COMPLETE AGREEMENT-TERM

The above constitutes a full and complete agreement between the parties on all items within the scope of representation effective upon ratification through June 30, 2024, 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, 2024 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 14.02 SIGNATURES.

This agreement was ratified by the UPEC, Local 792, on August 23, 2021 and approved by the Lassen County Board of Supervisors on September 7, 2021.

For the County of Lassen



RICHARD EGAN  
County Administrative Officer

For the Lassen County  
General Unit of UPEC



BARBARA RAMEY  
UPEC Labor Representative

**Approved as to Form**



AUG 30 2021  
Lassen County Counsel

**APPENDIX A**  
**POSITION CLASSIFICATIONS FOR GENERAL UNIT EMPLOYEES**

<b>UPEC CLASS LIST</b>
Account Clerk
Account Technician
Administrative Clerk (Office Assistant II)
Administrative Secretary
Animal Control Specialist
Agricultural Biologist I/II
Aide (Child Care, CPS, others)
Assistant/Associate Appraiser
Assistant/Associate Auditor-Appraiser
Assistant/Associate Planner
Assistant/Associate Transportation Planner
Building and Grounds Worker
Building Inspector I/II
Cadastral Drafter
Child Care Specialist
Child Support Program Specialist
Child Support Specialist I/II
Code Enforcement Officer I/II
CSS Assistant I/II
Custodian
Deputy Public Guardian
Deputy Probation Officer I/II
Engineering Technician I/II
Environmental Health Specialist III
Environmental Health Specialist I/II
Environmental Technician I/II
Gate Keeper
H&HS Driver
H&HS Lead Driver
Housing Grants Specialist I/II
ICW I/II
Info Tech Analyst Info Systems Technician

<b>UPEC CLASS LIST</b>
Information Systems Coordinator I/II (MSS)
Juvenile Hall Asst Counselor II
Juvenile Hall Counselor I/II
Kennel Assistant
Kennel Attendant
Landfill Equipment Operator
Landfill Spotter
Legal Clerk
Legal Secretary
MH Case Worker I
MH Case Worker II (BA)
MH Certified Rehab Specialist (no BA)
MH Certified Rehab Specialist (w/BA)
MH Therapist I (license eligible)
MH Therapist II (fully licensed)
Patient Rights Advocate
Probation Assistant
Program Assistant
Psychiatric Nurse
Public Health Nurse
Public Health Assistant I
Public Health Assistant II
Public Health Educator
Public Health Program Coordinator
Receptionist
Secretary
Section 8 Housing Assistant
Senior Account Clerk
Senior Administrative Clerk (Office Assistant III)
Senior Building and Grounds Worker
Senior Cadastral Drafter
Senior Child Support Specialist (CSS III)
Senior Deputy Probation Officer
Senior ICW
Senior Juvenile Hall Counselor
Senior Legal Clerk
Senior Legal Secretary

<b>UPEC CLASS LIST</b>
Senior Substance Abuse Worker
Social Worker I
Social Worker II
Social Worker III
Senior Social Worker III (6 yr exp as Ca SW or BA + 2 yrs exp)
Senior Social Worker III (6 yr exp as Ca SW AND BA)
Social Worker IV (MS)
Social Worker IV (MS) (Licensed)
Software Support Specialist I/II
Sr Engineering Technician
Sr Landfill Equipment Operator
Sr Technical Support Specialist
Sr. CSS Assistant
Substance Abuse Worker I/II
Technical Support Specialist I/II (Info Sys Coord I/II)
Technician
Technician/Natural Resource
Technician/Assessor
Veterans Service Representative
Victim/Witness Advocate

### **Social Worker Series – Definitions**

Social Worker I/II (I/II positions are flex staffed\*)

Social Worker III (III and Sr III are flex staffed\*)

Senior Social Worker III (6 years of experience as a Social Worker in California or a Bachelors Degree and two years casework)

Senior Social Worker III (6 years of experience as a Social Worker in California and a Bachelors Degree in Social Work or related field)

Social Worker IV (Masters degree in Social Work or equivalent degree as established by Merit Systems, but not licensed by state, or licensed as an intern)

Licensed Social Worker IV (Masters degree, with state license issued by Behavioral Board)

A Social Worker actively enrolled in a recognized Masters degree program, in Social Work or an equivalent field as determined by Merit Systems Services, will be entitled to a premium equivalent to one step on the salary range chart. (Enrollment must be continuous for this premium – it is the employees' responsibility to show enrollment status each quarter or semester. Any overpayment of premium due to employee's failure in the program, or failure to inform the county that they are no longer enrolled in the program, will be reimbursed to the county through payroll deductions)

**Behavioral Health Case Worker Series**

Eligibility for elevation from Behavioral Health Case Worker I to Behavioral Health Case Worker II is either by possession of a bachelor's degree or six years of satisfactory performance as a Behavioral Health Case Worker I. Satisfactory performance, for this purpose, means an overall meets performance standards on all performance evaluations in the six years immediately preceding the elevation.

## **APPENDIX B CATASTROPHIC LEAVE**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**APPENDIX C**  
**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 D 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 E**

### **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.

### 1.1 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.

## 1.0 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

### 1.1 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.

## 1.0 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).

### 1.1 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.

### 1.2 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.

### 1.3 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.

### 1.4 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 F  
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:

- ☐ Armed security at worksite
- ☐ Surveillance of perpetrator
- ☐ Area lighting
- ☐ Accompaniment to and from car
- ☐ Change of work hours
- ☐ Change in parking location
- ☐ Surveillance of employee
- ☐ Change in work location
- ☐ Injunction against perpetrator
- ☐ Buddy system

Date initiated: \_\_\_\_\_

Date initiated: \_\_\_\_\_

Date initiated: \_\_\_\_\_

Date initiated: \_\_\_\_\_

Date initiated: \_\_\_\_\_

Date initiated: \_\_\_\_\_

Date initiated: \_\_\_\_\_

Date initiated: \_\_\_\_\_

Date initiated: \_\_\_\_\_

Date initiated: \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## **APPENDIX G 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 (MLF)

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 anyone 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**

Lassen County will follow all requirements of the Uniformed Services Employment and Reemployment Rights Act (USERRA). USERRA provides time off and job reinstatement to employees called to active duty in the U.S. military, including the U.S. Armed Forces, Reserves, and National Guard. USERRA, requires employers to provide up to five years of unpaid leave for military service. Employees must be allowed to continue their group health care benefits for up to 24 months during their leave.

Once their leave is over, these employees must be reinstated to the position they would have held had they been continuously employed (called the "escalator" position), along with the associated seniority, pay, benefits, and other advantages of employment.

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) (short-term), or more than one hundred eighty (180) calendar days (six months) but not more five (5) years (long-term), 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 salary, retirement, life insurance, and medical and dental plans shall be suspended after thirty (30) calendar days of military leave. 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 for a period of up to twenty-four (24) months.

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.

**A) National Guard Leave:** In addition to the military leave provided to employees under applicable federal law, Lassen County provides up to seventeen (17) days of job-protected unpaid leave per calendar year to employees who are members of the reserve corps of the armed forces of the United States, the National Guard or the naval militia when called to military duty for purposes of military training, drills, encampment, naval cruises, special exercises or the like, including travel time. Additionally, employees in the California State

Military Reserve are entitled to a temporary military leave of absence without pay while engaged in military duty for purposes of military training, drills, unit training assemblies or similar inactive duty training not to exceed fifteen (15) calendar days annually, including travel time.

### **B) Unpaid Spousal Leave**

Up to ten (10) days of unpaid leave will be provided to eligible spouses of qualified members deployed military personnel while on leave from military duty.

A qualified military member is a member of the United States Armed Forces, National Guard or Reserves who has been deployed in support of an Operational Mission under the United States Code, Title 10, sections 12301 and 12302 or Title 32.

To be eligible, the employee must work an average of twenty (20) hours per week and be the spouse of a qualified member of the military who has been deployed. A qualified leave for members of the United States Armed Forces is a break during a deployment. A qualified leave for a member of the National Guard or Reserves is a break during a mid-tour leave or end of tour leave during deployment.

To request spousal leave, the employee should notify their employer of their intent to take leave within two business days of receiving official notice their spouses will be on leave from military deployment and provide certification that their spouses leave from active duty is during the time the leave is requested. Departments are not to retaliate or discriminate against an employee who requests/takes military spouse leave.

## **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.

### **Title 3 – 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.

## **APPENDIX H TRAINING AND TUITION REIMBURSEMENT**

### **PURPOSE AND SCOPE**

In order to establish a competent, continuously evolving workforce and to encourage the process of lifelong learning and development in our staff, Lassen County encourages employees to further their education. Additionally, costs of certain educational classes or curricula that provide a benefit to the County of Lassen may be eligible for reimbursement.

### **TYPES OF TRAINING**

#### **1. Courses required for continuation of employment**

When the county or other governmental regulatory body requires a license/certification in order to acquire and continue employment in a position, and where continuing classes or units are required to maintain that license/certification, Lassen County may pay the costs of those educational and/or training classes and any related mandated publications.

Any classes mandated by the employer during an evaluation, or in a corrective plan of action, for which an employee shall be paid.

#### **2. General seminars and training sessions**

When seminars and/or trainings are offered to employees, but their attendance is not required, the county may pay certain costs of employees as established below.

#### **3. General educational classes or degree programs**

Employees seeking general educational classes or degrees may request reimbursement up to \$750 per year for tuition and books.

### **BUDGETING**

Dollars for reimbursement shall come from allocated training funds in the department's budget. Each department head must determine the priority for allocation of the training funds. Suggested factors for determining priority include maintaining necessary licensing requirements, encouraging needed skills lacking within departments, or needed for promotion to other positions within the county, and retaining and recruiting valuable employees.

### **AUTHORIZATION**

All completed requests for reimbursement, approved or not, must be sent to personnel in order to maintain records of requested participation. Attachment 1 to this appendix shall be used for this purpose.

All requests for reimbursement must be authorized by the employee's supervisor and the Department Head in advance, in writing.



Reimbursements may only occur after employee presents proof of passing the class and receipts of the amount spent.

**WHAT MAY BE PAID FOR (AND/OR REIMBURSED)**

1. Courses required for continuation of employment

Tuition, materials, time spent in classes and travel in accordance with county travel policies.

2. General seminars and training sessions

Registration fees, required materials, time spent in class during regular work hours and travel time may be paid for ONLY when authorized in advance.

3. General educational classes or degree programs

Only tuition and books may be reimbursed in a general degree program. Mileage, travel time and time spent will not be paid.

**WHAT IS NOT PAID FOR (AND/OR REIMBURSED)**

Study time is never reimbursed. Leisure and meal times are not reimbursed. Class time for general educational classes is not counted as hours worked. An employee may use comp and/or vacation time to receive pay for these hours, or a department head may allow for flex time where appropriate.

In general, training, lectures, and conferences after hours (and the time spent traveling to them) shall be considered voluntary, and no additional pay, overtime or compensatory time shall be given by the County, unless advance written approval is granted.



**APPENDIX I**

**State of California  
GOVERNMENT CODE  
Section 6254.3**

6254.3. (a) The home addresses, home telephone numbers, personal cellular telephone numbers, and birth dates of all employees of a public agency shall not be deemed to be public records and shall not be open to public inspection, except that disclosure of that information may be made as follows:

- (1) To an agent, or a family member of the individual to whom the information pertains.
- (2) To an officer or employee of another public agency when necessary for the performance of its official duties.
- (3) To an employee organization pursuant to regulations and decisions of the Public Employment Relations Board, except that the home addresses and any phone numbers on file with the employer of employees performing law enforcement-related functions, and the birth date of any employee, shall not be disclosed.
- (4) To an agent or employee of a health benefit plan providing health services or administering claims for health services to public agencies and their enrolled dependents, for the purpose of providing the health services or administering claims for employees and their enrolled dependents.

(b) (1) Unless used by the employee to conduct public business, or necessary to identify a person in an otherwise disclosable communication, the personal email addresses of all employees of a public agency shall not be deemed to be public records and shall not be open to public inspection, except that disclosure of that information may be made as specified in paragraphs (1) to (4), inclusive, of subdivision (a).

(2) This subdivision shall not be construed to limit the public's right to access the content of an employee's personal email that is used to conduct public business, as decided by the California Supreme Court in *City of San Jose v. Superior Court* (2017)2 Cal.5th 608.

(c) Upon written request of any employee, a public agency shall not disclose the employee's home address, home telephone number, personal cellular telephone number, personal email address, or birth date pursuant to paragraph (3) of subdivision(a) and an agency shall remove the employee's home address, home telephone number, and personal cellular telephone number from any mailing list maintained by the agency, except if the list is used exclusively by the agency to contact the employee.

(Amended by Stats. 2017, Ch. 21, Sec. 5. (AB 119) Effective June 27, 2017)

**If you wish to avail yourself of the right to opt-out of providing the Union with the information identified above, submit a request in writing to the personnel department to exercise this right.**