

2001-2004

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN THE**

**COUNTY OF LASSEN**

**AND THE**

**LASSEN COUNTY PEACE OFFICERS ASSOCIATION**

**For**

**BARGAINING UNIT A**

**BARGAINING UNIT B**

# TABLE OF CONTENTS

<b>PREAMBLE</b>	<b>1</b>
<b>GENERAL PROVISIONS</b>	<b>1</b>
ARTICLE 1.01 PARTIES TO THE MEMORANDUM.	1
ARTICLE 1.02 SCOPE OF REPRESENTATION.	1
ARTICLE 1.03 VALIDITY OF MEMORANDUM.	1
ARTICLE 1.04 RATIFICATION.	1
ARTICLE 1.05 RECOGNITION.	1
<b>RESPECTIVE RIGHTS</b>	<b>2</b>
ARTICLE 2.01 EMPLOYEE RIGHTS.	2
ARTICLE 2.02 ASSOCIATION RIGHTS.	2
ARTICLE 2.03 ASSOCIATION REPRESENTATIVES.	2
ARTICLE 2.04 MANAGEMENT RIGHTS.	2
<b>GRIEVANCE PROCEDURE</b>	<b>3</b>
ARTICLE 3.01 GRIEVANCE DEFINITIONS.	3
ARTICLE 3.02 GRIEVANCE PROCEDURE.	3
<b>DISCIPLINARY ACTION</b>	<b>5</b>
ARTICLE 4.01 DEFINITION.	5
ARTICLE 4.02 NOTICE OF DISCIPLINARY ACTION.	5
ARTICLE 4.03 APPEAL FROM DISCIPLINARY ACTION.	6
<b>PERSONNEL ACTION APPEALS</b>	<b>6</b>
ARTICLE 5.01 APPEAL HEARING.	6
<b>SALARY AND RELATED MATTERS</b>	<b>7</b>
ARTICLE 6.01 SALARY INCREASES.	7
ARTICLE 6.02 SALARY UPON APPOINTMENT	7
ARTICLE 6.03 INCREASES WITHIN SALARY RANGE.	7
ARTICLE 6.04 SALARY UPON PROMOTION.	8
ARTICLE 6.05 SALARY UPON DEMOTION.	8
ARTICLE 6.06 SALARY UPON TRANSFER.	8
ARTICLE 6.07 SALARY RANGE CHANGE.	8
ARTICLE 6.08 SALARY UPON RECLASSIFICATION.	9
ARTICLE 6.09 ADDITIONAL MERIT STEP. LONGEVITY PAY	9
ARTICLE 6.10 RESIDENT POST PAY	9
ARTICLE 6.11 POST CERTIFICATE PAY	9
ARTICLE 6.12 UNIFORM ALLOWANCE	9
<b>HOURS OF WORK, OVERTIME AND RELATED</b>	<b>9</b>
ARTICLE 7.01 HOURS OF WORK.	9
ARTICLE 7.02 REST BREAKS.	10

ARTICLE 7.03	OVERTIME AND CALL-BACK.	10
ARTICLE 7.04	SCHEDULE CHANGE.	10
<b>PAID LEAVE</b>	<b>111</b>	
ARTICLE 8.01	SICK LEAVE	11
ARTICLE 8.02	SICK LEAVE USE (IMMEDIATE FAMILY).	11
ARTICLE 8.03	BEREAVEMENT LEAVE.	12
ARTICLE 8.04	VACATION ACCRUAL.	12
ARTICLE 8.05	HOLIDAYS.	13
ARTICLE 8.06	HOLIDAY SCHEDULING.	13
ARTICLE 8.07	PAID LEAVE CARRYOVER.	14
ARTICLE 8.08	CATASTROPHIC LEAVE POLICY.	14
<b>UNPAID LEAVE</b>	<b>144</b>	
ARTICLE 9.01	UNPAID LEAVE.	14
<b>LAYOFFS</b>	<b>15</b>	
ARTICLE 10.01	LAYOFF PROCEDURE.	15
<b>INSURANCES</b>	<b>17</b>	
ARTICLE 11.01	HEALTH INSURANCE.	17
ARTICLE 11.02	FLEXIBLE BENEFIT PLAN.	18
ARTICLE 11.03	DENTAL PREMIUM.	18
ARTICLE 11.04	HEALTH INSURANCE COMMITTEE.	18
ARTICLE 11.05	LIFE INSURANCE.	18
<b>RETIREMENT</b>	<b>18</b>	
ARTICLE 12.01	RETIREMENT PLAN.	18
ARTICLE 12.02	RETIREMENT PAID.	19
<b>MISCELLANEOUS PROVISIONS</b>	<b>19</b>	
ARTICLE 13.01	PROBATIONARY EMPLOYEE	19
ARTICLE 13.02	POSITION CLASSES	19
ARTICLE 13.03	PERSONNEL FILES.	19
ARTICLE 13.04	EMPLOYEE EVALUATION.	20
ARTICLE 13.05	JURY DUTY.	20
ARTICLE 13.06	MEAL REIMBURSEMENT/MILEAGE.	20
ARTICLE 13.07	HARASSMENT POLICY.	21
ARTICLE 13.08	TUITION AND BOOKS REIMBURSEMENT.	21
ARTICLE 13.09	EMPLOYER-EMPLOYEE RELATIONS POLICY.	21
ARTICLE 13.11	SICK LEAVE INCENTIVE PROGRAM	22
<b>CLOSING PROVISIONS</b>	<b>22</b>	
ARTICLE 14.01	FULL AND COMPLETE AGREEMENT.	22
ARTICLE 14.02	SIGNATURES.	22

APPENDIX A	PEACE OFFICERS ASSOCIATION POSITION CLASSIFICATIONS	24
APPENDIX B	CATASTROPHIC LEAVE	25
APPENDIX C	EMPLOYMENT HARASSMENT POLICY	25
APPENDIX D	WORKPLACE VIOLENCE POLICY	26

# COMPREHENSIVE MOU

## PREAMBLE

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

## GENERAL PROVISIONS

### ARTICLE 1.01 PARTIES TO THE MEMORANDUM.

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

### ARTICLE 1.02 SCOPE OF REPRESENTATION.

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

### ARTICLE 1.03 VALIDITY OF MEMORANDUM.

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

### ARTICLE 1.04 RATIFICATION.

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

### ARTICLE 1.05 RECOGNITION.

Lassen County Peace Officers Association is hereby recognized as the employee organization for those employees who are represented by said Association occupying job classifications listed on Appendix A.

Effective July 1, 2001, it is understood that the two bargaining units listed on Appendix A shall be

merged into one unit. However, classifications shall continue to use separate salary rate tables for the duration of this agreement.

## RESPECTIVE RIGHTS

### ARTICLE 2.01 EMPLOYEE RIGHTS.

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

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

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

### ARTICLE 2.02 ASSOCIATION RIGHTS.

- A. Subject to the right of employees to represent themselves individually, the Association shall have the right to be heard as the representative of the employees in the unit for which it is recognized regarding such employment matters as wages, hours and other terms and conditions of employment, except that the scope of representation shall not include consideration of the merits, necessity, or organization of any service or activity provided by the County.
- B. The Association shall have the right to receive reasonable written notice of any rule, resolution or regulation proposed for adoption by the Board that directly relates to matters within the scope of representation proposed to be adopted by the Board and the opportunity to meet and confer with the Board or the designated Employee Relations Officer prior to such adoption.

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

### ARTICLE 2.03 ASSOCIATION REPRESENTATIVES.

The Association will notify the County Administrative Officer of the names of Association representatives selected to represent the Association, prior to any formal meet and confer session. A reasonable number of representatives will be allowed reasonable time off without loss of compensation when formally meeting and conferring with designated County representatives on matters within the scope of representation. In addition to the foregoing, Association representatives shall receive release time from their normal workday when meeting with County representatives on matters outside the scope of representation, when approved by the County Administrative Officer.

Officially designated representatives of the Association shall be entitled to a reasonable amount of release time to assist unit members with disciplinary and grievance matters provided that reasonable advance notice is given to the appropriate supervisor and there is no compelling operational need that would prohibit such release. Officially designated Association representatives shall be entitled to utilize County telephones and copy machines in the furtherance of their representational activities.

#### ARTICLE 2.04 MANAGEMENT RIGHTS.

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

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

### GRIEVANCE PROCEDURE

#### ARTICLE 3.01 GRIEVANCE DEFINITIONS.

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

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

- A. The County recognizes that early settlement of grievances is essential to sound employee-employer relations. Therefore, every effort will be made to resolve grievances at the earliest possible level.
1. A grievant and/or the grievant's representative is assured freedom from restraint, coercion or discrimination in filing a grievance;
  2. Any grievant may be represented or assisted at any level of the procedure by a representative of his or her choosing;
  3. Proceedings shall be held within the grievant's normal working hours, when possible;
  4. Time limits may be waived by mutual consent of the parties;
  5. "Working day" is defined for the purposes of this section as when the grievant, affected supervisor, or affected department head are at work. Time limits will be extended when a party is on authorized leave, but not exceeding fifteen days;
  6. Failure on the part of the grievant to proceed to the next step of the process shall render the grievance settled on the basis of the last decision. Should the appropriate management representative fail to respond to the grievance within the limits specified, the grievant has the right to proceed to the next step;
  7. The Personnel Office shall serve as a repository for all grievances filed regardless of the step in the procedure at which each is resolved. A copy of each progressive step in the grievance process shall be filed in the Personnel Department.
- B. Procedure
1. Step I—Discussion with immediate Supervisor. The grievant shall first discuss the grievance with his/her immediate supervisor. The discussion shall be held within ten working days of the date of the event giving rise to the complaint or the date the action could reasonably have been expected to be known to the grievant. Failure to do so will render the grievance null and void. The employee must identify the matter being discussed as a grievance. It is the intent of this step that at least one personal conference be held between the aggrieved employee and the immediate supervisor. The immediate supervisor shall respond in writing to the grievant within five working days of the discussion with the grievant.
  2. Step II—Formal Written Grievance to the Department Head. In the event the employee believes that the grievance has not been satisfactorily resolved, and the employee wishes to pursue the matter, she/he shall submit a formal written grievance to his/her department head within five working days after the receipt of the immediate supervisor's response. The grievant shall use the form supplied for this purpose clearly stating the nature of the grievance and give the time, place, other persons involved and any other pertinent information. Within five working days from the receipt of the written grievance the department head shall deliver her/his written decision to the grievant.
  3. Step III—CAO Review. Should the grievant remain unsatisfied with the written decision of the department head, and should he/she wish to pursue the matter, he/she shall submit the grievance to the CAO within five working days after the receipt of the department head's response. Within ten working days from the receipt of the grievance the CAO shall hold a

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

## **DISCIPLINARY ACTION**

### **ARTICLE 4.01 DEFINITION.**

A permanent employee may be discharged, suspended or reduced in rank pursuant to this section. Examples of grounds for such disciplinary actions shall be:

1. Incompetence or inefficiency;
2. Insubordination;
3. Dishonesty;
4. Fraud in securing employment;
5. Substance abuse;
6. Misuse of County property.
7. Any person who has been employed, but who later is found not to qualify because they have practiced or attempted to practice, deception or fraud in their application may be discharged by the appointing power.

This list is not inclusive.

### **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 be personally served upon the affected employee or served by certified mail.

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 to the labor relations committee. The appeal shall be in writing and filed with the Personnel Director. The appeal shall contain the grounds for appeal.

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 in above but shall have appeal rights pursuant to LAPS Sections 17550-17566.

### **PERSONNEL ACTION APPEALS**

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

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

Officer. If the parties are unable to agree on a name, the Hearing Officer shall be selected by alternately striking a name from the list with the first option to strike determined by lot.

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

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

## **SALARY AND RELATED MATTERS**

### **ARTICLE 6.01 SALARY INCREASES.**

For all employees except Correctional Officers and Supervising Correctional Officers, increase base salaries 5.75% effective June 24, 2001 for payday of July 12; 2002

and for all employees, increase base salary 5.75% effective June 24, 2002 for payday of July 11, 2002

and for all employees, increase base salary 4.0% effective 7/1/03

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

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

### **ARTICLE 6.03 INCREASES WITHIN SALARY RANGE.**

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

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

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

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

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

#### ARTICLE 6.04 SALARY UPON PROMOTION.

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

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

#### ARTICLE 6.05 SALARY UPON DEMOTION.

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

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

#### ARTICLE 6.06 SALARY UPON TRANSFER.

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

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

ARTICLE 6.07 SALARY RANGE CHANGE.

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

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

ARTICLE 6.08 SALARY UPON RECLASSIFICATION.

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

ARTICLE 6.09 ADDITIONAL MERIT STEP. LONGEVITY PAY

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

ARTICLE 6.10 SPECIAL COMPENSATION DELETED

ARTICLE 6.11 RESIDENT POST PAY.

A maximum of eight (8) resident deputies designated by the Sheriff shall receive \$25.00 per month.

ARTICLE 6.12 POST CERTIFICATE PAY.

Post Certificate pay shall be the following total amounts:

A. Intermediate Certificate - 4.5%

Advanced Certificate - 7.0%

ARTICLE 6.13 UNIFORM ALLOWANCE.

Each represented uniformed employee shall receive a total of forty dollars (\$40) per month as and for a uniform allowance. Such allowance shall be paid by separate check twice annually on or about July 1<sup>st</sup> and December 1<sup>st</sup> of each year. New-hired uniformed employees shall receive two hundred forty dollars (\$240) by separate check concurrent with the receipt of their first paycheck in order to assist with uniform purchase.

## HOURS OF WORK, OVERTIME AND RELATED

### ARTICLE 7.01 HOURS OF WORK.

- A. Eight hours will constitute a day's work for all employees unless otherwise provided by resolution or ordinance of the Board of Supervisors, or by this article.
- B. The official workweek of the county shall be five days of eight hours each. It shall be the duty of each department head to arrange the work of his department so that each employee therein shall work not more than five days in each calendar week, except that a department head may require an employee in his department to temporarily perform services in excess of five days a week when public necessity or convenience so requires. The regular workweek for employees covered by this Agreement shall be forty hours (40), either five day/eight hour schedule or a four day/ten hour schedule, at the Sheriff's discretion.

### ARTICLE 7.02 REST BREAKS.

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

### ARTICLE 7.03 OVERTIME AND CALLBACK.

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

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

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

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

Employees in the classes of Assistant Sheriff, Correctional Officer, D.A. Investigator, Deputy Sheriff, Sergeant and Sergeant Investigator are subject to the Fair Labor Standards Act 7K exemption and are on a 28 day work period for overtime purposes.

Employees shall have the option of taking overtime pay in compensatory time off, subject to a maximum accumulation of forty (40) hours. Compensatory time off will be scheduled at the employee's request, subject to the needs of the department.

ARTICLE 7.04 SCHEDULE CHANGE.

There shall be no change of work schedule unless the employee is notified of such pending change prior to the end of the employee's last shift preceding the pending change.

**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. At a time when sick leave and vacation time is exhausted, the employee shall be placed on leave of absence without pay until able to return to active service.
- D. No employee shall be entitled to sick leave while absent from duty on account of any of the following causes:
  - 1. Disability arising from any sickness or injury purposely self-inflicted or caused by any of his willful misconduct;
  - 2. Sickness or disability sustained while on leave of absence other than his or her regular vacation period.
- E. Sick leave is transferable from department to department in case of an employee transfer to another department.

ARTICLE 8.02 SICK LEAVE USE (IMMEDIATE FAMILY).

A maximum of 1/2 the annual sick leave accumulation shall be allowed within any year for absence from duty while the employee cares for a member of his family who is ill or disabled. Immediate family is to be defined as husband, wife, parent, brother, sister, child, grandparent, and grandchild, and the corresponding relation by affinity. In the event of an extended family illness, upon recommendation of the department head, the Personnel Director may allow greater than this amount of sick leave to be used by the employee.

ARTICLE 8.03 BEREAVEMENT LEAVE.

When it is reasonably necessary for an employee to be absent from duty because of a death in the employee's immediate family, the employee shall be eligible for up to five (5) days of paid bereavement leave per occasion. Immediate family is to be defined as husband, wife, parent, brother, sister, child, grandparent, and grandchild and the corresponding relation by affinity.

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

ARTICLE 8.04 VACATION ACCRUAL.

Employees (other than temporary/extra help employees) shall be entitled to twelve (12) 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. Up to thirty days (30) 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 forgo the taking of a vacation and be compensated in lieu thereof; provided however, that any employee who is given the opportunity to take his earned vacation and who does not do so shall be deemed to have waived the vacation and shall not be entitled to compensation therefore.
5. Any employee who has served the county for five years of continuous service is thereafter entitled to fifteen (15) 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 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.

## ARTICLE 8.05 HOLIDAYS.

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

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

- B. If any holiday designated in subsection (a) of this section falls on a Sunday, the Monday following that holiday shall be given as a day off with pay to every permanent employee. If any such holiday falls on a Saturday, the Friday preceding that holiday shall be given as a day off with pay to every permanent employee.
- C. Employees who were employed as of December 31<sup>st</sup> shall be entitled to take a personal holiday in the following calendar year. If the paid personal holiday is not used by the employee during that year, it will be lost to the employee. Employees who have worked less than full time during the preceding six months in which the holiday is taken shall have their personal holiday prorated accordingly. The personal holiday cannot be granted to the employee in the form of additional compensation. It shall be taken as a paid day off.
- D. Any county employee, except temporary/extra help employees who are required to work on a holiday shall be entitled to the equivalent time off as provided in this section. Permanent part-time employees shall earn paid holidays on a prorated basis in relation to full-time employment.

**ARTICLE 8.06 HOLIDAY SCHEDULING.**

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

**ARTICLE 8.07 PAID LEAVE CARRYOVER.**

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

**ARTICLE 8.08 CATASTROPHIC LEAVE POLICY.**

The parties agree that the County's Catastrophic Leave Policy will stay in effect for the term of this Agreement. (See Appendix B)

**UNPAID LEAVE**

**ARTICLE 9.01 UNPAID LEAVE.**

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

1. Illness or disability;
2. Maternity leave. An employee may choose to utilize accumulated sick leave for maternity purposes. In the case that an employee's accumulated sick leave is exhausted or the employee chooses not to use sick leave this section does not apply. Employee's personal

physician will determine how close to the date of the expected birth of the child the employee may work. Pregnancy leave shall be for a period consistent with applicable law;

3. To take a course of study which will increase the employee's usefulness upon return to his position;
4. Personal reasons acceptable to the employee's department head and to the Board of Supervisors.

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

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

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

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

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

## LAYOFFS

### ARTICLE 10.01 LAYOFF PROCEDURE.

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

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

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

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

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

2. Seniority lists. The Personnel Director shall establish seniority lists for all classes based upon employees' length of service with the County. Such lists shall be established on departmental basis. For purposes of these procedures, "department" means those budget units administered by one appointing power.
3. Seniority score computation. Total seniority shall be counted from the initial date of appointment, as long as there has been no break in service; otherwise, total seniority credits shall be counted from the first day of employment following the last break in service.

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

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

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

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

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

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

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

E. In each instance, the layoff will be inverse order of seniority within the affected department.

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

F. An employee who is laid off may demote to a lower class in the same department that has similar duties, responsibilities and requirements, as designated by the Personnel Director, providing total seniority credits exceed the total seniority credits of one employee in the lower class. To be considered for demotion in lieu of layoff, an employee must notify the Personnel Director in

writing of selection not later than seventy-two hours after receiving the notice of layoff.

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

## **INSURANCES**

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

County agrees to contribute to PERS on behalf of any employee participating in a PERS-sponsored health insurance plan according to the chart below. PERS retirees participating in PERS sponsored health insurance shall also receive the County contribution provided by this article. Effective the pay period which includes July 1, 2001 the County will contribute the following amounts.

	<u>Amount</u>
Employee only	\$213
Employee + 1 dep.	\$237
Employee + 2 dep.	\$337

**ARTICLE 11.02 FLEXIBLE BENEFIT PLAN.**

The County and LCPOA agree to contribute \$213.00 monthly to the flexible benefit plan (prorated for regular part-time employees) which may be used for the following:

- A. Dental Coverage
- B. Vision Coverage
- C. Life Insurance above \$30,000
- D. Additional contributions to health insurance coverage
- E. Deferred Compensation
- F. Section 125 available accounts (i.e. childcare and non-reimbursed medical expenses)
- G. Supplemental insurance products

**ARTICLE 11.03 DENTAL PREMIUM.**

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

**ARTICLE 11.04 HEALTH INSURANCE COMMITTEE.**

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

**ARTICLE 11.05 LIFE INSURANCE.**

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

**RETIREMENT**

**ARTICLE 12.01 RETIREMENT PLAN.**

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

1. Safety - 2% @ 50 (including correctional officers) effective 7/1/01-6/30/03  
Safety- 3% @ 50 (including correctional officers) effective 7/1/03
2. Miscellaneous - 2% @ 55
3. Single Highest Year
4. 1959 Survivor Benefits (3<sup>rd</sup> Level) (Safety only)

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

#### ARTICLE 12.02 RETIREMENT PAID.

Effective July 1, 2001, the County will pay one hundred per cent (100%) of each represented employee's retirement contributions (i.e. member contributions) to P.E.R.S. (including all correctional officers previously designated Unit B)

### MISCELLANEOUS PROVISIONS

#### ARTICLE 13.01 PROBATIONARY EMPLOYEE

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

#### ARTICLE 13.02 POSITION CLASSES

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

When one or more new classes are requested, or whenever because of any change in organization or method, or significant changes in duties or responsibilities for an existing position is made which requires amendment of the classification plan, the department head will list the significant facts, duties and responsibilities of the position or positions and forward them to the Personnel Director. The Personnel director shall draft the proposed new class specification for approval by the Board of Supervisors.

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

#### ARTICLE 13.03 PERSONNEL FILES.

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

#### ARTICLE 13.04 EMPLOYEE EVALUATION.

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

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

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

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

D. Evaluations shall be kept in the official personnel file in the personnel office and shall not be open to public inspection. However, the Board of Supervisors may review the evaluations for purposes of granting an employee's merit step.

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

#### ARTICLE 13.05 JURY DUTY.

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

#### ARTICLE 13.06 MEAL REIMBURSEMENT/MILEAGE.

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

For meal/expense reimbursement purposes, effective upon adoption of this agreement by the Board of Supervisors, per diem shall be increased to the IRS general rates (currently \$34). The time frames for reimbursement shall change from 7:00 A.M. to 6:30 A.M. and from 6:00 P.M. to 6:30 P.M.

Represented members shall receive the amounts allowed by the State of California when attending S.T.C. -approved training.

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

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

#### ARTICLE 13.07 HARASSMENT POLICY.

The parties agree that the County's Harassment Policy will stay in effect for the term of this Agreement. (See Appendix C)

#### ARTICLE 13.08 TUITION AND BOOKS REIMBURSEMENT.

Both the LCPOA and the County of Lassen encourage and support educational and training programs that provide full-time employees opportunity for professional career development that directly benefits the county department in which the employee is employed by increasing the competency of its regular staff. Toward this end, the County will provide partial reimbursement for courses that are directly related to the employee's present position or promotion within the county service. Reimbursement, which will be provided for tuition and books directly related to the approved course, shall be limited to a maximum of one hundred fifty dollars (\$150) per course or fifty dollars (\$50) per semester or quarter unit, whichever amount is greater, not to exceed four hundred fifty dollars (\$450) per individual employee per fiscal year. Reimbursement up to the maximum course limits described above shall be based upon attaining a passing grade.

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

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

#### ARTICLE 13.09 EMPLOYER-EMPLOYEE RELATIONS POLICY.

The parties agree to adopt the Employer-Employee Relations Policy (as proposed by the County)

#### ARTICLE 13.10 SICK LEAVE INCENTIVE PROGRAM

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

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

CLOSING PROVISIONS

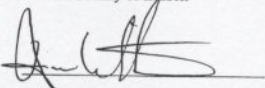
ARTICLE 14.01 FULL AND COMPLETE AGREEMENT.

The above constitutes a full and complete agreement between the parties on all items within the scope of representation from July 1, 2001 through June 30, 2004 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, 2004 and shall continue in effect year to year unless one of the parties notifies the other no later than April 15<sup>th</sup> of a given year of its intent to modify or amend this contract.

ARTICLE 14.02 SIGNATURES.

This agreement was ratified by the Lassen County Peace Officers Association on 2/28/01, and approved by the Lassen County Board of Supervisors on 3/13, 2001.

For the County of Lassen

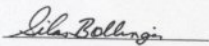


ANDY WHITEMAN  
County Administrative Officer

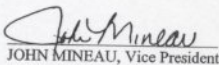


LYNNE MARGOLIES  
Personnel Director

For the Lassen County  
Peace Officers Association



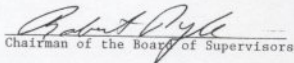
SILAS BOLLINGER President



JOHN MINEAU, Vice President

RICHARD HAEG  
Labor Consultant

RANDY NICKOLAUS  
Labor Consultant

  
Chairman of the Board of Supervisors

APPENDIX A

PEACE OFFICERS ASSOCIATION POSITION CLASSIFICATIONS

POSITION

UNIT A SALARY SCHEDULE

(Safety Retirement)

Deputy/Bailiff	R17
Deputy/Boat Patrol	R17
Deputy Sheriff	R17
Sgt./"OES"	R20
Sergeant/Investigator	R20
Sergeant	R20

UNIT B SALARY SCHEDULE

(Safety Retirement)

Correctional Supervisors	R17
Correctional Officer	R15

(Miscellaneous Retirement)

Correctional Cook Coordinator	R11
Correctional Clerk	R10
Correction Laundry Supervisor	R15
Correctional Maintenance Supervisor	R15
Dispatcher	R14
Educational Instructor	R20
Food Services Supervisor	R15
Staff Secretary [Brenda]	R14

## 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 an extended period of time and 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 work for an extended period 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

In no event shall a leave for the recipient employee be granted for longer than one year from the time the employee is unable to work in his or her regular job

#### 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 workday (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

EMPLOYMENT HARASSMENT POLICY

RESOLUTION NO. 89-115

**RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF LASSEN,  
STATE OF CALIFORNIA, IMPLEMENTING A COUNTYWIDE EMPLOYMENT  
HARASSMENT 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, 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 recognizes that the California Fair Employment Housing Commission regulations concerning harassment (2 Cal. Admin. Code 7287.60) provides a basis for establishment of County policy regarding discriminatory harassment.

BE IT FURTHER RESOLVED AND ORDERED that the policy of Lassen County regarding discriminatory harassment 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.

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, 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, the proposed action shall be forwarded to the employees involved i.e., complainant and alleged harasser. At all times, management shall respect the 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.

(#960923PO.MOU)