

**MEMORANDUM OF UNDERSTANDING  
BY AND BETWEEN  
THE  
LAKE COUNTY SAFETY EMPLOYEES  
ASSOCIATION  
AND  
THE COUNTY OF LAKE  
FOR October 21, 2020 – October 20, 2021**



**LCSEA MOU October 21, 2020 to October 20, 2021:**

**1. GENERAL PROVISIONS**

**1.1. PARTIES TO THE MEMORANDUM**

This Memorandum of Understanding (hereinafter referred to as "MOU") has been executed by a representative of the Board of Supervisors of the County of Lake, hereinafter referred to as the COUNTY, and by representatives of the Lake County Safety Employees Association, hereinafter called the ASSOCIATION. The parties agree that all changes in working conditions and/or benefits caused by the approval of this Memorandum of Understanding and contained herein shall become effective on the date that the Board of Supervisors approves this Memorandum of Understanding, unless otherwise specified herein.

**1.2. AUTHORIZED AGENTS**

For the purpose of administering the terms and provisions of this MOU, the following authorized agents and their respective mailing addresses are designated.

**1.2.1. County Agents**

COUNTY'S principal authorized agents shall be the County Administrative Officer or his/her duly authorized representative:

County of Lake  
255 North Forbes Street  
Lakeport, CA 95453

**1.2.2. Association Agents**

ASSOCIATION'S principal authorized agent shall be the President of the ASSOCIATION or his/her duly authorized representative:

Lake County Safety Employees Association  
675 Manzanita Street  
Lakeport, CA 95453

**1.3. RECOGNITION**

The ASSOCIATION is hereby acknowledged as the recognized employee organization for the purpose of meeting and conferring in good faith under the auspices of Section 3500 et seq. of the Government Code of the State of California and the Employer- Employee Relations Ordinance of Chapter 14 of the Ordinance Code of the County of Lake. Specifically, such recognition extends to those permanent positions in the Lake County Safety Employees Association (Unit 10) as shown in Attachment "A" to this MOU.

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**1.4. ASSOCIATION RIGHTS**

**1.4.1. Dues Deduction**

The COUNTY agrees to a check-off system whereby ASSOCIATION dues, as established by the ASSOCIATION will be withheld from ASSOCIATION members' pay. Such withholding of dues will be remitted promptly to the Treasurer of the ASSOCIATION, or such other officer as designated by the ASSOCIATION, along with a list of the employees who have had said dues deducted.

**1.4.2. Meet and Confer Members**

The County shall provide up to three (3) Association members, as determined by the Association president, paid release time from their regularly scheduled work to attend negotiation meetings and meet and confers. Release time shall be paid at straight time.

**1.4.3. Use of Bulletin Boards**

Insofar as the following is not disruptive to the normal operation of the department:

1. COUNTY will continue to provide space for bulletin boards, the use of established intercommunication systems, and meeting rooms.
2. COUNTY will continue to provide use of the duplicating equipment at prevailing fees for work done.
3. Employee representatives will be allowed to post notices on bulletin boards in their sections during work hours without loss of pay insofar as the exercise of this privilege does not interfere with his/her assigned duties.
4. Because of the shift nature of the work, COUNTY agrees to provide a location for ASSOCIATION meetings to facilitate attendance insofar as it does not conflict with other provisions of this article to do so.

**1.5. COUNTY RIGHTS AND RESPONSIBILITIES**

COUNTY retains, solely and exclusively, all the rights, powers and authority exercised or held prior to the execution of this MOU, except as expressly limited by a specific provision of this MOU. Without limiting the generality of the foregoing, the rights, powers, and authority retained solely and exclusively by COUNTY and not abridged herein, include but are not limited to, the following: To manage and direct its business and personnel; to manage, control and determine the mission of its departments, building facilities and operations; to create, change, combine or abolish jobs, departments and facilities in whole or in part; to

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subcontract or discontinue work for economic or operational reasons; to direct the work force; to increase or decrease the work force and determine the number of employees needed; to hire, transfer, promote and maintain the discipline and efficiency of its employees; to establish work standards, schedules of operation and reasonable work load; to specify or assign work requirements and require overtime; to schedule working hours and shifts; to adopt rules of conduct and penalties for violation thereof; to determine the type and scope of work to be performed and the services to be provided; to determine the methods, processes, means, and places of providing services; to take whatever action is necessary to prepare for and operate in an emergency. Nothing in this Article shall be construed to limit, amend, decrease, revoke or otherwise modify the rights vested in the COUNTY by any law regulating, authorizing or empowering the COUNTY to act or refrain from acting.

**2. COMPENSATION**

**2.1. SALARY SCHEDULE**

**2.1.1. Five Step Salary Schedule**

**2.1.1.1. Salary Steps**

The Salary Step System contained herein is a five-step salary schedule (Step 1, Step 2, etc.). Movement in this system shall be based on an annual satisfactory performance evaluation as determined by the employee's department head. Eligibility for progression through the steps of the salary schedule shall be based upon at least one full year's satisfactory service at the preceding step. Upon achievement of one full year of service and an overall rating of "Satisfactory" or above on the associated annual performance evaluation, as determined by the employee's department head, the employee shall receive a 5% increase upon movement to the next step in the system (Steps 2-5). Unless advanced step hiring has been approved, every employee entering into represented classes covered by this MOU shall begin his/her service at the first step (Step 1).

**2.1.1.2. Steps Upon Voluntary Demotion**

Employees who voluntarily demote shall be placed at the salary step representing the least loss of pay. Employees who voluntarily demote to a position they have previously held shall be placed at the lower salary range at the appropriate step based on their qualifications. In no case shall the salary be increased above that

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received in the classification from which the employee was demoted. If the employee is at Step 5 in the previous classification and will be at Step 5 in the demotion classification the employee's salary anniversary date will be maintained.

**2.1.1.3. Effective Date**

A step increase shall become effective on the date the step increase became due except when the employee's performance is less than satisfactory.

**2.1.2. Promotion and Reclassification**

**2.1.2.1. Promotion or Reclassification to Non-supervisory Classification**

An employee who is promoted to a non-supervisory classification, or whose position has been reclassified to a higher level, but remains non-supervisory, shall receive a salary at the first step of the higher class or at the step which provides for at least a five percent (5%) increase over his/her base salary prior to such promotion. If the employee being promoted, or whose position is reclassified to a higher level, is at step 5 in the former classification and will be at Step 5 in the new classification, the employee's salary anniversary date will be maintained.

**2.1.2.2. Promotion or Reclassification to Supervisory Classification**

An employee who is promoted from a non-supervisory classification to a supervisory classification, or whose position has been reclassified to a supervisory level, shall receive a salary at the first step of the higher class or at the step which provides for at least a ten percent (10%) increase over his/her base salary prior to such promotion. If the employee being promoted, or whose position is reclassified to a higher level, is at step 5 in the former classification and will be at step 5 in the new classification. The employee's salary anniversary date will be maintained.

**2.1.2.3. Promotion or Reclassification from One Supervisory Classification to Another**

An employee who is promoted or whose position is reclassified from one supervisory classification to another supervisory classification shall receive a salary at the first step of the higher class or at the step which provides for at least a five percent (5%) increase over his/her base salary prior to such promotion. If the

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employee being promoted, or whose position is reclassified to a higher level, is at step 5 in the former classification and will be at step 5 in the new classification, the employee's salary anniversary date will be maintained.

**2.1.2.4. Salary on Promotion – Advanced Step**

Upon promotion of a full-time or part-time employee to a new class the employee has not held before, the appointing authority may recommend, based on the employee's extraordinary qualifications, that the employee receive a salary step which is higher than that set forth in 2.1.2.1 and/or 2.1.2.2. Under such circumstances, the Human Resources Director may authorize an advanced salary step up to Step 3. The County Administrative Officer may authorize an advanced salary step at Step 4 or Step 5. The union will be notified when an advanced step is given on promotion pursuant to this section.

**2.2. SALARY**

The salary range for each classification from Step 1 through Step 5 shall be as shown in Attachment "A" which is attached hereto and incorporated by reference herein and reflects the following adjustments:

The CPS-HR Classification and Compensation (CC) Study dated October 1, 2019 shall be implemented at 85% of market median (Market 85):

**2.3. WORKING OUT OF CLASS**

**2.3.1. Temporary Replacement for Fifteen (15) Days or Less**

An employee assigned to temporary duties of fifteen (15) work days or less in a higher job classification shall not receive the pay of the higher job classification.

**2.3.2. Accrual of Temporary Replacement Time**

An employee who, within a twelve-month period, accrues more than fifteen (15) days of temporary duties in a higher job classification, shall be compensated at the base salary rate of the position to which assigned, or five percent (5%) above their normal salary rate, whichever is higher, commencing on the sixteenth (16th) working day of such duties for each day so worked thereafter.

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**2.4. LONGEVITY PAY**

**2.4.1 Eligibility** – The fifth year after an employee reaches the fifth step, the employee shall receive a 2.5% increase for longevity. Each fifth year thereafter, the employee shall receive an additional 2.5% for longevity. Employees are eligible for longevity increases even when they are in a Y-rated status.

**2.4.2 Longevity upon Voluntary Demotion** – Employees who voluntarily demote shall be placed at the salary step representing the least loss of pay. In no case, shall the salary be increased above that received in the classification from which the employee was demoted. Any longevity increases accrued shall remain in effect to the extent such longevity increases accrued in the previously held job classification to which the employee demotes. The employee shall maintain any longevity step that has been previously accrued in the classification to which the employee is demoting.

**2.4.3 Longevity upon Promotion** – Employees who are promoted to a position that places them at the fifth step of the new position shall receive a 2.5% longevity increase after serving five years in the new position.

**2.5. INCENTIVE PAYS**

**2.5.1. Educational Differential**

Any Deputy Probation Officer, or Welfare Fraud Investigator who achieves the education, advanced training and experience levels described below shall receive an additional 2.5% of his/her base pay upon certification by the Chief Probation Officer or his/her designee that such training level/experience has been achieved:

<u>Advanced Degree</u>	<u>Training Points*</u>	<u>Yrs. Experience</u>
None	15	8
None	30	6
None	45	4
A.A.	15	4
B.A.	15	2

\*One training point is accrued for each twenty (20) hours of instruction approved in advance by the Chief Probation Officer or his/her designee.

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**2.5.2. Field Training Officer Pay**

An employee assigned as a Field Training Officer shall receive an additional two and one-half percent (2.5%) of his/her base pay rate during the term of such assignment. Such assignments by the Chief Probation Officer shall be made on the basis of a selection process that includes but is not limited to a completed application. The Chief Probation Officer shall determine the number of employees assigned as a Field Training Officer at any given time.

**2.5.3. Bilingual Differential**

All employees certified as bilingual, through the County's standard bilingual certification process, in Spanish or other language as necessary for County business, as determined by the Chief Probation Officer, shall receive two and one-half percent (2.5%) of his or her base pay for all hours worked.

**2.5.4. Range Master Pay**

When assigned as Range Master, an employee shall receive an additional 2.5% of his/her base wages. The employee shall be paid at the same step level as he/she is currently assigned and his/her anniversary date shall not change as a result of his/her assignment. No more than one officer shall be assigned as Range Master at any one given time

**2.5.5. Professional Development Incentive**

Staff who achieve an Intermediate or Advanced P.O.S.T. Certificate, or Supervisory Standard and Training Corrections Certificate shall receive an additional 2.5% of his/her base pay upon certification by the applicable department head or his/her designee that such training has been achieved. Eligibility for this differential is upon the request of, and does not vest until requested by the employee.

**2.5.6. Shift Differential**

Any employee who is assigned and works a shift of which at least five hours are between 10:00 p.m. and 8:00 a.m. shall receive an additional two and one-half percent (2.5%) of base salary as shift differential for that shift, and for hours contiguous to that shift.

**2.5.7. Weaponless Defense Instructor**

When assigned as Weaponless Defense Instructor, an employee shall receive an additional 2.5% of his/her base wages. The employee shall be paid at the same step level as he/she is currently



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assigned and his/her anniversary date shall not change as a result of his/her assignment. No more than one officer shall be assigned as Weaponless Defense Instructor at any one given time.

**2.5.8. Firearms Instructor**

When assigned as Firearms Instructor, an employee shall receive an additional 2.5% of his/her base wages. The employee shall be paid at the same step level as he/she is currently assigned and his/her anniversary date shall not change as a result of his/her assignment. No more than one officer shall be assigned as Firearms Instructor at any one given time.

**2.6. MINIMUM CALL BACK**

Employees who are called back to work shall be credited with a minimum of four (4) hours of time at a rate of one and a half.

**3. HOURS OF WORK**

**3.1. SHIFT SCHEDULES**

Each employee shall be scheduled to work a shift with regular starting and quitting times. All days off will be consecutive. Except in emergencies, or flextime use per COUNTY policy, the employee shall be given seven (7) calendar days' notice of any change in work schedule. The Chief Probation Officer reserves the right to change the current shift schedule type to balance staffing resources, financial resources and/or other issues.

The workweek of LCSEA unit members shall normally consist of either:

1. Five (5) work periods of eight (8) hours per day (5/8).
2. Four (4) work periods of ten (10) hours per day (4/10).
3. Four and one-half (4½) work periods of four (4) nine (9) hour days and one (1) four (4) hour day (9/80).
4. Two (2) sets of twelve-hour days alternating with three (3) twelve-hour days in a fourteen-day work period. Said work period shall be subject to the overtime exemption of Section 207K of the Fair Labor Standards Act.

**3.2. REST PERIODS**

Where practical, unit employees shall be provided a fifteen (15) minute rest period during each one-half shift.

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**3.3. SCHEDULING TIME OFF**

Written time off requests submitted by an employee 30 days in advance shall receive a response within seven (7) business days, and if approved, said time off shall only be rescinded to meet unanticipated departmental needs.

**3.4. OVERTIME**

**3.4.1. Overtime Defined**

Overtime shall be compensated for hours worked in excess of the normal daily work shift or forty (40) hours in the normal work week at 1 ½ times the hourly rate of pay, or compensatory time off at time and one-half, at the employee's option. All paid time with the exception of sick leave shall be considered time worked for the purpose of calculating overtime.

**3.4.2. Maximum Accrual of CTO**

Compensatory time off may be accumulated up to a maximum of two hundred (200) hours.

**3.4.3. Seniority Overtime**

Supervisors shall offer overtime to employees by departmental seniority from among the unit members who have the qualifications necessary to perform the assignment or function as determined by the Chief Probation Officer or designee. When time does not permit, Supervisors shall not have to wait for a response from more senior employees before contacting less senior employees. If the employee is willing to work before the supervisor has a commitment from a less senior employee, the more senior employee will be allowed to work the overtime. Efficiency of departmental operations and officer safety are paramount in timely response. Nothing in this section shall prevent the Chief Probation Officer or his designee from requiring unit members to work overtime if the assignment is not able to be filled using the process above.

**3.5. CALL BACK**

**3.5.1. Call Back Defined**

For purposes of this MOU, Call Back, Call Out and Call In shall have identical meaning. Call Back shall occur when an employee has completed his/her work shift, be it regular or extended, has departed the employer's premises or place of work assignment and is off duty, and is subsequently called back to a place of work

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assignment by the COUNTY prior to the beginning of the employee's next designated work shift.

**3.5.2. Minimum Call Back Time**

Employees who are called back to work shall be credited with a minimum of four (4) hours at the appropriate overtime rate of pay. Compensated hours under this section shall not be included in the determination of total hours worked.

**3.5.3. Seniority Call Back**

Supervisors shall call employees by departmental seniority from among the unit members who have the qualifications necessary to complete the assignment or function as determined by the Chief Probation Office or designee. When time does not permit. Supervisors shall not have to wait for a call back from more senior employees before contacting less senior employees. Supervisors shall leave messages on answering machines of the attempt to call. If the employee returns the call and is willing to work before the supervisor has a commitment from a less senior employee, the more senior employee will be allowed to work the call back. Efficiency of departmental operations and officer safety are paramount in providing timely call back. Nothing in this section shall hinder the ability of the supervisor to call back employees.

**3.6. COURT TIME**

Employees who must report for a court appearance or other official hearing outside of their regularly scheduled work shift shall be guaranteed four (4) hours credit at time and one-half. If a telephone call is required rather than a personal appearance, employees shall receive a minimum of one (1) hour credit at time and one-half. Compensated hours under this section shall not be included in the determination of total hours worked in a monthly pay period.

**3.7. STANDBY ASSIGNMENTS**

**3.7.1. ELIGIBILITY**

Employees who must report for a court appearance or other official hearing outside of their regularly scheduled work shift, shall be guaranteed four (4) hours credit at time and one-half. If a telephone call is required rather than a personal appearance, employees shall receive a minimum of one (1) hour credit at time and one-half. Compensated hours under this section shall not be

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included in the determination of total hours worked in a monthly pay period.

**3.7.2. ASSIGNMENT PERIODS**

- A. Daily  
Daily assignment shall include the hours when the office is closed Monday through Friday (normally from 5:00 p.m. until 8:00 a.m. of the next day).
- B. Weekend  
Weekend assignments shall include the period from 8:00 a.m. Saturday, until 8:00 a.m. Sunday or from 8:00 a.m. Sunday until 8:00 a.m. Monday.
- C. Holiday  
Holiday assignments shall include the periods from 8:00 a.m. of a holiday, during which the COUNTY offices are closed because of that holiday, until 8:00 a.m. the following morning.

**3.7.3. STANDBY PAY**

The COUNTY shall pay fifty (\$50.00) dollars per day for each daily assignment and seventy-five (\$75.00) dollars per day for each weekend or holiday assignment. An employee assigned to stand-by on their regularly scheduled day off shall receive the weekend and holiday rate.

**3.7.4 SENIORITY STAND BY**

Supervisors shall offer stand by to employees by departmental seniority from among the unit members who have the qualifications necessary to perform the assignment or function as determined by the Chief Probation Officer or designee. When time does not permit, Supervisors shall not have to wait for a response from more senior employees before contacting less senior employees. If the employee is willing to work before the supervisor has a commitment from a less senior employee, the more senior employee will be allowed to work the stand by shift. Nothing in this section shall prevent the Chief Probation Officer or his designee from requiring unit member to work a stand by shift if the assignment is not able to be filled using the process above.

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**4. LEAVE BENEFITS**

**4.1. VACATION LEAVE**

**4.1.1. Allowance**

The following annual vacation allowance shall be credited to each employee in the unit based upon full-time continuous permanent employment with the COUNTY:

<u>YEARS OF SERVICE</u>	<u>ANNUAL ALLOWANCE ACCRUED MONTHLY</u>
1) After 1 year but less than 5 years	80 hours
2) After 5 years but less than 10 years	120 hours
3) After 10 years but less than 15 years	128 hours
4) After 15 years but less than 20 year	160 hours
5) After 20 years	200 hours

For employees whose first day of work with the County of Lake is on or after November 1, 2007, years of full-time, continuous, permanent employment for another county or city government for which the employee worked within 30 days immediately prior to being hired by the COUNTY shall be added to the years of service with the COUNTY for purposes of earning vacation leave at the request of the employee.

**4.1.2. Utilization**

Employees may use accumulated vacation leave during the pay period following its accrual subject to the approval of the department head.

**4.1.3. Denial of Leave Request/Accrual Extension**

In the event an employee is denied two (2) requests to take vacation within a calendar year, the employee shall be allowed to carry over accrued vacation in excess of the maximum allowed.

**4.1.4. Payment Upon Separation**

Accrued but unused vacation leave shall be paid upon termination.

**4.1.5. Sick While on Vacation**

Employees becoming seriously ill while on vacation leave may apply to change their leave to sick leave for the time involved. Serious illness shall mean an illness requiring care in a licensed health care facility. It is mutually understood to exclude common

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colds, minor flu, etc. All normal sick leave verification requirements apply.

**4.1.6. Maximum Vacation Leave Accruals**

Employees may accrue up to 260 hours of vacation leave.

**4.1.7 Vacation Accrual Following Layoff**

For employees hired after April 1, 2009 who have previously worked for the County and were terminated due to lay-off after April 1, 2009, the years of County service prior to that layoff shall be added to the current years of service for purposes of earning vacation leave.

**4.1.8. Vacation Cash Out**

Employees with two hundred (200) or more hours of accrued vacation leave may make a one-time request and receive compensation for up to thirty (30) hours of unused vacation time. Such vacation cash out shall be paid within ninety (90) days of Board of Supervisors approval of this MOU in a manner prescribed by the Auditor-Controller.

**4.2. SICK LEAVE**

**4.2.1. Accumulation and Usage**

The accumulation and use of sick leave shall be governed by the appropriate sections of the County's Personnel Rules.

**4.2.2. Limited Compensation for Accumulated Sick Leave**

Employees shall be allowed, as a bonus payment, a percentage of unused sick leave upon voluntary termination from COUNTY service according to the following schedule, up to a maximum payment of two thousand dollars (\$2,000.00).

Employees shall be allowed, as a bonus payment, a percentage of unused sick leave upon retirement from COUNTY service according to the following schedule, up to a maximum payment of two thousand five hundred dollars (\$2,500.00). For purposes of this provision, to "retire" means that the subject employee has taken all necessary steps to implement a CalPERS retirement.



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**4.3. COUNTY DECLARED HOLIDAYS**

**4.3.1. Holidays Defined**

The following days during the contractual period shall be declared as holidays for unit members:

- 1) January 1
- 2) January (Third Monday)
- 3) February (Third Monday)
- 4) May (Last Monday)
- 5) July 4
- 6) September (First Monday)
- 7) Indigenous Peoples' Day (Second Monday in October)
- 8) November 11
- 9) November (Thanksgiving Day)
- 10) November (Day after Thanksgiving Day)
- 11) Winter Holiday (Monday – Friday of the week December 25th falls on, if December 25th falls on a weekday. If December 25th falls on a Saturday or Sunday, the 23th through 29th of December.)
- 12) Any other holiday declared by the Board pursuant to State law.

**4.3.2. Holiday Observance**

Any holiday, with the exception of Winter Holiday, which falls on a Sunday shall be observed on the following Monday. Any holiday, with the exception of Winter Holiday, which falls on a Saturday shall be observed on the preceding Friday.

**4.3.3. Holiday Pay**

All shift employees who have to work regardless of the holiday schedule shall receive the equivalent of eight (8) hours pay during the pay period in which the holiday occurs at straight time in lieu of the holiday off. Such holiday pay shall not be considered time worked for the purpose of calculating overtime nor shall it be used to calculate base pay. All other employees shall receive the day off with eight (8) hours pay with such time to be considered time worked. When a holiday falls on a non-shift employee's regular day off, he/she will be compensated with equivalent time off within the same week of the pay period.

**4.4. BEREAVEMENT LEAVE**

An employee shall receive bereavement leave of twenty-four (24) hours for an incident requiring one way travel of less than 500 miles, or forty (40)



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hours for an incident requiring more than 500 miles of one way travel, due to the death of his or her parent, stepparent, step-siblings, mother-in-law, father-in-law, spouse, registered domestic partner, child, stepchild, adopted child, grandchild, grandparent, sister, brother, sister-in-law, brother-in-law, aunt, uncle, niece, nephew, grandfather-in-law, grandmother-in-law, son-in-law, daughter-in-law, or the death of any person residing in the immediate household of the employee at the time of death.

Travel distances shall be computed using the mileage calculator on the Rand McNally website ([www.randmcnally.com](http://www.randmcnally.com)), using the employee's residence as the starting point and the site of the memorial or funeral as the end point.

Bereavement leave is not subject to accrual and the leave allowed pursuant to this provision must be used for any single incident of bereavement within seven (7) days of the time the employee first takes bereavement leave for said incident unless, upon advance request to do so, the County Administrative Officer approves an extension of the seven-day period. Such bereavement leave is separate and shall not be credited against other forms of leave.

Bereavement leave shall be used by the employee before he/she makes use of accrued sick time for purposes of the bereavement leave provision of Section 1504 of the Lake County Personnel Rules.

**4.4.1. Part Time Employees**

An employee whose position is allocated less than full time shall receive a prorated number of hours for bereavement leave.

**5. HEALTH AND WELFARE BENEFITS**

**5.1. GROUP INSURANCE**

**5.1.1. Maximum Monthly County Contribution For Health Care Coverage**

The COUNTY shall pay a maximum contribution of one thousand dollars (\$1000.00) per month toward the COUNTY-sponsored medical, dental and vision insurance plan for each employee who enrolls in a COUNTY-sponsored group medical, dental and vision insurance plan. Employees who select such employee-only coverage and/or employee plus dependent coverage will NOT be entitled to receive in cash, other compensation, benefits, or in any

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form the difference between the amount of the cost of either such coverage and the \$1000 per month COUNTY contribution.

**5.1.2. Coverage**

The scope of coverage under the COUNTY-sponsored plan will not be diminished during the term of this Agreement. For purposes of this paragraph, "scope of coverage" is defined as medical, dental and vision insurance coverage.

**5.1.3. Retirees' Coverage**

**5.1.3.1. Retiree Insurance**

For County retirees, who retire from County service with fifteen (15) years of total County service as a permanent employee, of which five (5) years must be continuously served immediately prior to retiring, who participate in the County's retiree insurance program, the County shall pay a monthly stipend to the retiree which is equivalent to 50% of the group health insurance medical premium for active employees with employee-only coverage under the same health plan. Such stipend shall be discontinued once the employee reaches sixty-five (65) years of age or is eligible for Medicare coverage. For those retirees who retire from County with twenty (20) years of total County service as a permanent employee, of which five (5) years must be continuously served immediately prior to retiring, who participate in the County's retiree insurance program, the County shall pay a monthly stipend to the retiree which is equivalent to 75% of the group health insurance medical premium for active employees with employee-only coverage under the same health plan. Such stipend shall be discontinued once the employee reaches sixty-five (65) years of age or is eligible for Medicare coverage.

**5.1.3.2. Break in Service Due to Layoff**

When the last break in service immediately prior to retirement is due to a lay-off, the requirement to work at least five (5) continuous years shall be waived.

**5.1.3.3. Discontinue Allowance for Break in Service**

Notwithstanding the above, employees whose original hire date or re-hire date is November 1, 2011 or later, shall not be eligible for the retiree health insurance monthly stipend unless they have either

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fifteen (15) or twenty (20) consecutive years of County service as a permanent employee. However, if the last break in service immediately prior to retirement was due to a lay-off and the employee was re-hired under the Reemployment provision under Article IV(B.) herein, the employee maintains eligibility and the requirement to work at least five (5) continuous years shall be waived.

**5.1.4. Insurance Opt-Out With Alternative**

Employees may waive health care coverage in its entirety, i.e. medical, dental, and vision insurance (not life insurance). Proof of other similar employer sponsored coverage is required to be provided to the COUNTY in such a form as the COUNTY may require. The COUNTY shall pay the monthly basic employee only life insurance premiums for any employee who chooses to waive health coverage in its entirety while employed by the COUNTY. Employees waiving health care coverage shall receive \$200.00 per month cash in lieu.

**5.2. PERS**

**5.2.1. Employee's PERS Contribution**

**5.2.1.1. "Classic" and "New" Members**

Employees defined as "classic" members, pursuant to the California Public Employees' Pension Reform Act of 2013, shall pay the employee's contribution to PERS equal to 9% of the employee's gross pay to be paid as a pre-tax payment as currently provided by IRS Code Section 414(h)(2).

Employees defined as "new" members, pursuant to the California Public Employees' Pension Reform Act of 2013, shall pay 50% of normal costs and the County shall not pay any of the required employee contribution in accordance with the aforementioned law.

**5.2.2. Credit for Unused Sick Leave Option**

The PERS plan includes the credit for unused sick leave option. Employees who are eligible for the COUNTY sick leave incentive program shall have the option of electing either that program or the PERS option at the time of retirement, but may not participate in both.

**5.2.3. Military Buy Back**

Pursuant to the COUNTY's contract with PERS, employees may "buy back" limited military service time at no cost to the COUNTY.

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**5.3. SAFETY EQUIPMENT**

**5.3.1. Defined**

The following items are defined as safety equipment which shall be provided by the COUNTY with the inclusion of a department level mandatory wear policy:

- 1) Level IIIA Ballistic Vests

**5.3.2. Ammunition**

The COUNTY shall provide necessary ammunition for the Standard Duty Weapon and duty ammunition for the required qualification shootings per year. The type, manufacturer, and quantity of items to be provided shall be determined by the COUNTY. The Chief Probation Officer will solicit the views of the ASSOCIATION prior to these decisions.

**6. GRIEVANCE PROCEDURE**

**6.1. DEFINITIONS**

**6.1.1. Grievance**

A grievance is a claimed violation, misapplication, or misinterpretation by the COUNTY of a specific provision of this MOU or an employee protection contained in any State law, County Ordinance, Resolution, Personnel Rule or written policy which adversely affects the grievant.

**6.1.2. Grievant**

A Grievant is an employee in the unit who is filing a grievance as defined above, or the ASSOCIATION alleging a violation of an ASSOCIATION right. Alleged violations, misapplications, or misinterpretations which affect more than one employee in a substantially similar manner may be consolidated at the discretion of management as a group grievance. In situations where more than one employee is affected, the ASSOCIATION may file grievances on behalf of its members. The COUNTY may require that the ASSOCIATION provide a list of the names of those employees allegedly affected.

**6.1.3. Days**

"Day(s)" shall mean day(s) in which the COUNTY's main administration office is open for business.

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**6.2. INFORMAL LEVEL**

Within ten (10) days from the event giving rise to a grievance or from the date the employee would reasonably be expected to have knowledge of such event, the grievant shall orally discuss his/her grievance with his/her immediate supervisor. The supervisor shall have ten (10) days to give an answer to the employee.

**6.3. FORMAL LEVELS**

**6.3.1. Level 1:**

If the grievant is not satisfied with the supervisor's answer, the grievant may, within ten (10) days from the date of such answer, file a written appeal to the Chief Deputy Probation Officer, who shall within ten (10) days meet with the grievant and thereafter give a written answer to the grievant within ten (10) days thereafter.

**6.3.2. Level 2:**

If the grievant is not satisfied with the Chief Deputy Probation Officer answer, the grievant may, within ten (10) days from the date of such answer, file a written appeal to the Chief Probation Officer who shall within ten (10) days meet with the grievant and thereafter give a written answer to the grievant within ten (10) days thereafter.

If the Chief Probation Officer approves the grievance and the grievant does not affirmatively request a meeting with the department head upon being notified that the grievance has been approved, it is not required that such a meeting occur and the approval of the grievance shall stand as the written answer to the grievant.

**6.3.3. Level 3:**

If the grievant is not satisfied with the written answer from the department head, the grievant may, within ten (10) days from the date of such answer, file a written appeal to the County Human Resources Director, or his/her designee, who shall investigate the grievance, which may include a meeting with the concerned parties, and shall give a written answer to the grievant within ten (10) days after the completion of the investigation.

**6.3.4. Level 4:**

If the grievant is not satisfied with the County Human Resources Director's written answer to the grievance, the grievant may within ten (10) days from receipt of such answer file an appeal for final

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determination by the County Administrative Officer. The appeal, along with any documentation, shall be forwarded to the County Administrative Officer for his/her consideration by the County Human Resources Director and the grievant. The County Administrative Officer or designee shall hear the grievance within two (2) weeks thereafter, or as soon as possible. A neutral person, such as a member of State Mediation & Conciliation Service (SMCS), and the union president, or his/her representative, shall sit on a hearing panel for the purpose of providing input and guidance to the County Administrative Officer. The neutral person and Union president can ask questions and review all written documentation submitted. No later than two (2) weeks after the hearing, the County Administrative Officer shall issue a final decision in the matter.

**6.4. GENERAL PROVISIONS**

**6.4.1. Employee's Time Limit for Forwarding Grievance**

If a grievant fails to carry his/her grievance forward to the next level within the prescribed time period, the grievance shall be considered settled upon the decision rendered at the most recent level utilized.

**6.4.2. Time Limit for Response**

If any responder fails to respond within the given time period, the grievant may appeal his/her grievance to the next higher level.

**6.4.3. Employee Representation**

The grievant may be represented by a person of his/her choice at any formal level of this procedure.

**6.4.4. Waiver of Limits and Levels**

Time limits and formal levels may be waived by mutual written consent of the parties.

**7. MISCELLANEOUS**

**7.1. DISCIPLINARY PROCEDURE**

Disciplinary action may be taken against any employee who has permanent status only for cause. As used in this section, "disciplinary action" means dismissal, demotion, suspension without pay, or letter of reprimand. Disciplinary action may be taken only by the department head or his/her designee.

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### **7.1.1. Notice**

The department head or his/her designee may initiate disciplinary action against an employee for cause by serving upon the employee a written notice of the proposed disciplinary action. The notice shall be served upon the employee either personally or by mail and shall include: (1) A statement of the nature of the proposed disciplinary action; (2) A statement of the causes therefore; (3) A statement in ordinary and concise language of the acts or omissions upon which the causes are based; (4) Copies of all documents and materials upon which the action is based or notice of where access to such documents or materials are available; (5) A statement advising the employee of his/her right to respond either orally or in writing to the department head or his/her designee within five (5) working days of receipt of such and that such proposed disciplinary action shall not be effective until after completion of the response period; and (6) A statement advising the employee that if disciplinary action is imposed, he/she may appeal such action as provided in the appeal section of this Agreement by filing a written request for hearing with the Human Resources Director's Office within twenty (20) calendar days of service of the notice.

### **7.1.2. Appeal**

If the department head or his/her designee determines to impose the proposed disciplinary action and a request for hearing is filed, in all cases, an attempt shall be made to mutually agree upon a joint written submission of the issues to be submitted to the hearing officer. The basic issues to be submitted in the absence of a jointly submitted statement of the issues to the hearing officer are as follows: Was (employee's name) [dismissed, suspended, demoted] for cause? If not, to what remedy is (employee's name) entitled under the provisions of this Agreement? The hearing shall be private unless both parties agree to a public hearing. Each party shall have the right to call and examine witnesses, introduce exhibits, cross-examine opposing witnesses, subpoena evidence and witnesses, and to rebut evidence presented. Oral evidence shall be taken only under oath or affirmation. The hearing need not be conducted according to technical rules relating to evidence or witnesses. Any relevant evidence may be admitted if it is the sort of evidence responsible persons are accustomed to rely on in the conduct of serious affairs. The rules of privilege shall be effective to the same extent that they are now or hereafter may be recognized in civil actions. Irrelevant or unduly repetitious evidence

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may be excluded. Following the hearing, the hearing officer shall consider the evidence presented, shall make findings regarding facts and the existence of cause, and shall render a written decision and recommendation. The hearing officer may find the disciplinary action was without cause and should be totally rescinded, was with cause and should be upheld, or was with cause but should be modified. The finding for modification shall be specific as to the modified disciplinary action recommended.

Copies of the hearing officer's decision and recommendation shall be sent to the employee and the department head and two copies shall be sent to the Human Resources Director, one to be filed in the employee's permanent personnel records, and one to be sent to the County Board of Supervisors for review and decision. The authority for decision to accept or reject the recommendations of the hearing officer shall rest with the County Board of Supervisors. If the hearing officer's recommendation is that the disciplinary action be totally rescinded and the Board of Supervisors concurs, the affected employee shall be restored to his/her former position or circumstance with all losses of pay and benefits fully restored. If the hearing officer recommends that the disciplinary action be modified and the Board of Supervisors concurs, the modified action shall be applied forthwith with all losses of pay and benefits, in excess of the modified action, fully restored. The decision of the Board of Supervisors in these matters shall be binding upon all parties. At all steps of this appeal process, the employee may represent himself/herself or may be represented by a person of his/her choosing. For purposes of discipline in the form of a letter of reprimand, an employee's right to appeal shall extend only to an administrative appeal to the department head.

**7.1.3. Hearing Officer Selection and Procedures**

**7.1.3.1. Selection**

Upon receipt of the notice or request for hearing, the Human Resources Director or his/her representative and the employee or his/her representative shall attempt to mutually agree upon a hearing officer to hear the matter. If no agreement is reached within fourteen (14) calendar days, a hearing officer shall be selected from a list of seven (7) hearing officers requested by the American Arbitration Association, the hearing officers shall be selected by the County from State Mediation and Conciliation Services who practice in the area and are members of the American Arbitration



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Association by alternately striking names until one name remains. The party to strike names first shall be selected by lot.

**7.1.3.2. Witnesses**

Either the COUNTY or the ASSOCIATION may call any employee as a witness, and the COUNTY agrees to release said employee from work if on duty for the period of time actually necessary for his/her testimony.

**7.1.3.3. Decision**

The hearing officer shall have no power to alter, amend, change, add to, or subtract from any of the terms of this contract. The decision of the hearing officer shall be based solely upon the evidence and arguments presented to him by the respective parties in the presence of each other.

**7.1.3.4. Fees and Expenses**

All fees and expenses of the hearing shall be equally shared by the parties, except that each party shall bear the expense of the presentation of its own case.

**7.2. LAYOFF**

**7.2.1. Reasons for Layoff**

When it becomes necessary, through lack of work, lack of funds, or whenever it is deemed advisable in the interests of economy or other cause to reduce the number of employees in a department within a given class, the Board of Supervisors, with the advice of the department head, shall prepare a layoff list providing that all extra-help, temporary and provisional employees in the given class shall be laid off before permanent or probationary employees.

**7.2.2. Order of Layoff**

Notwithstanding any provision to the contrary, the order of layoff shall be in the inverse order of seniority within the following categories:

**7.2.2.1. First: Employees without permanent status:**

1. Extra-help employees
2. Temporary employees
3. Provisional employees
4. Probationary employees

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**7.2.2.2. Second: Employees with permanent status:**

1. Employees with permanent status whose last two successive performance evaluations were improvement needed or unsatisfactory over all. Regular or supplementary scheduled evaluations may be considered. However, the two evaluations utilized must have occurred at least one year apart to be counted against the two consecutive evaluations rule.
2. All other employees with permanent status.

**7.2.3. Seniority Defined**

Seniority shall include the employee's total time of permanent County service, but shall not include any period during which the employee was (1) on leave without pay; or (2) not actually in COUNTY employment because of his/her voluntary termination, layoff, or other cause. Pursuant to Section 7.3.1, for any employee who is re-employed after layoff, seniority shall be based off of consecutive permanent County service immediately prior to the layoff. For an employee who is re-employed after a break in service, seniority shall be measured from the date of his/her most recent appointment to permanent County service.

**7.2.4. Notice of Layoff**

The COUNTY shall send written notice by certified mail, postage prepaid, return receipt requested, and correctly addressed, to the last known mailing address of the employee as found in his/her personnel file. In lieu of the above, the COUNTY may serve notice by personal service. Notice of layoff shall be made at least fourteen (14) calendar days prior to the effective date of the action. If the written notice is returned to the COUNTY marked unable to forward or undeliverable, that shall also serve as proper notice.

**7.2.5. Demotion and Displacement In Lieu Of Layoff**

**7.2.5.1. Election and Seniority**

In lieu of being laid off, a regular employee may elect demotion and displacement in the same department to a classification previously held in permanent status by said employee with substantially the same or lower salary range. In order to be eligible for demotion and displacement, an employee must have more seniority than at least one of the incumbents in the demotion and displacement class.

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**7.2.5.2. Within Department Only**

Demotion and displacement rights to specified classifications shall be applicable only within the department and subject to layoff list provisions in this section based on ability and seniority.

**7.2.5.3. Notice Required**

Employees wishing demotion and displacement in lieu of layoff must notify the COUNTY, in writing, of this election no later than seven (7) calendar days after receiving notice of layoff.

**7.2.5.4. Salary Placement**

Employees being demoted or displaced shall be placed at the salary step representing the least loss of pay. In no case shall the salary be increased above that received in the classification from which the employee was laid off.

**7.3. REEMPLOYMENT AFTER LAYOFF**

**7.3.1. Reemployment List**

A permanent employee involuntarily terminated from COUNTY employment by layoff shall have his/her name placed on a reemployment list by the Human Resources Director. Persons on such a list shall be provided to employing departments in accordance with the County Personnel Merit System for a period of twelve (12) months following the date of layoff. This twelve (12) month period may be extended an additional six (6) months, for a total of no more than eighteen (18) months following the date of layoff, upon the written request of the employee to the Human Resources Director.

**7.3.2. Conditions for Rehire**

If all of the following conditions exist, the hiring department shall be required to rehire former departmental employees from the reemployment list:

1. The department has previously laid off employee(s) in the class for which it is now attempting to fill a vacancy.
2. The layoff described above resulted in a former departmental employee being placed on the current reemployment list for that class.
3. The employee(s) in question accept(s) the appointment to that departmental position.

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These provisions of rehire apply even if the employee has accepted another position with the COUNTY.

**7.3.3. Adjustment of Anniversary Date**

For the purposes of salary increases within a classification, the anniversary date of any person reemployed under this provision shall be adjusted by postponing the anniversary date last held in a permanent position the number of days equal to the number of days during which the employee was laid off. This above-described procedure shall establish the employee's new salary anniversary date and all benefit and leave accrual rates.

**7.3.4. Reinstatement of Leave Benefits**

Any person reemployed under this section may, within thirty (30) days of reemployment, reinstate all unused sick leave benefits formerly accrued by repayment to the COUNTY of all monies received for sick leave pay-off resulting from his/her layoff. Furthermore, the employee shall be entitled to utilize sick leave and vacation benefits as if there had been no break in service. Accrual of such benefits shall be based on the new salary anniversary date.

**7.3.5. Time Limit**

Reemployment rights under this section are limited to twelve (12) months from the date of separation from COUNTY service. A six (6) month extension may be requested in writing from the Human Resources Director, however under no circumstances shall reemployment rights extend more than eighteen (18) months from the date of separation from COUNTY service.

**7.3.6. Three Declinations Removes Employee from List**

Three declinations by an employee of an appointment opportunity from a reemployment list shall serve to remove his/her name from all reemployment lists.

**7.3.7. Employee Responsibility for Contact**

It shall be the responsibility of the laid-off employee to keep the COUNTY sufficiently informed of an adequate means by which he/she may be contacted for purposes of this article.

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**7.4. PROBATIONARY PERIOD**

**7.4.1. Defined**

Any person entering COUNTY employment shall serve an initial twelve (12) months probationary period.

**7.4.2. Promotional Probationary Periods**

Any person promoting within COUNTY employment shall serve a six (6) month probationary period.

**7.4.3. Failure to Complete Promotional Probation**

Any employee who, following promotion, fails to satisfactorily complete the six-month probationary period shall be permitted to demote to his/her prior classification with permanent status in that class resuming with the effective date of the demotion, if there is a vacancy in the prior classification and with approval of the Chief Probation Officer.

**7.5. EMERGENCY LEAVE TRANSFER**

When an employee has exhausted all paid leave and the department head determines that an emergency exists, which has not been caused through any fault of the employee, the department head shall authorize the transfer of Compensatory Time Off from individuals so volunteering to the affected employee. Time shall be transferred on an hour-for-hour basis. This transfer program shall remain in effect for the duration of this MOU.

**7.6. OVERNIGHT STAY**

Employees who are assigned to report to work at 9:00 a.m. or earlier more than 100 miles away from their normal worksite will be eligible for lodging at COUNTY'S expense the night before reporting.

**7.7. COPIES OF THE MOU**

The COUNTY shall provide sufficient copies of this MOU for distribution to all ASSOCIATION members.

**8. CLOSING PROVISIONS**

**8.1. PEACEFUL PERFORMANCE CLAUSE**

During the term of this MOU and the period of time reasonably necessary for the meet-and-confer process to conclude a successor agreement to this MOU, neither the ASSOCIATION nor any person acting officially on its behalf will cause, authorize, engage in, or sanction any strike, sick-in, work stoppage, slow-down, picketing other than informational picketing on

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the employees' own time, concerted or individual failure to report for duty, unauthorized absence, including compliance with a request of another labor organization or meet-and-confer unit to engage in or honor such activities, or any activity by any other euphemism which results in less than the full, faithful, and peaceful performance of any and all duties of employment.

In the event of any activity which results in less than the full, faithful, and peaceful performance of any and all duties of employment by a member of a bargaining unit that is recommended, encouraged, or caused by the ASSOCIATION, the COUNTY shall not be required to negotiate on the merits of any dispute which may have given rise to such activity until such activity has ceased.

In the event that the COUNTY declares in writing during the term of this MOU that members of the Bargaining Unit are involved in such activity, the ASSOCIATION by its officers shall immediately advise its members in writing that such activity, if it exists, is unauthorized. A copy of such written notification shall be transmitted to the COUNTY. If, in the event of any such activity, the ASSOCIATION promptly and in good faith has performed the obligations of this section, and providing the ASSOCIATION had not otherwise encouraged, authorized, or caused such activity, the ASSOCIATION shall not be liable for any damages caused by the violation of this provision. However, the COUNTY does not waive its right to discipline, up to and including discharge, any employee who instigates, participates in or gives leadership to, any such activity herein prohibited; and the COUNTY does not waive its right to seek full legal redress, including damages against any such employee.

**8.2. SAVINGS PROVISION**

If any provisions of this MOU are held to be contrary to law by a court of competent jurisdiction or a State or Federal statute becomes effective which prohibits the parties hereto from complying with the provisions hereof, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect. If possible, the parties shall enter into meet-and-confer sessions for the sole purpose of arriving at a mutually-satisfactory replacement for such provisions.

**8.3. FULL UNDERSTANDING, MODIFICATION AND WAIVER**

This MOU sets forth the full and entire understanding of the parties regarding the matters set forth herein, and all matters within the scope of representation, and any other prior or existing understandings or

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agreements by the parties, whether formal or informal, regarding any such matters are hereby suspended or terminated in their entirety.

It is agreed and understood that each party hereto voluntarily and unqualifiedly waives its rights to negotiate, and agrees that the other party shall not be required to negotiate, with respect to any matter covered herein during the term of this MOU. Nothing in this paragraph shall preclude the parties from jointly agreeing to meet and confer on any issue(s) within the scope of representation during the term of this Agreement. No agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing by all parties hereto, and if required, approved and implemented by the County Board of Supervisors and the ASSOCIATION. The waiver of any breach, term, or condition of this MOU by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

**8.5 TERM AND EFFECT**

This MOU represents the entire Agreement between the COUNTY and ASSOCIATION on subjects contained herein and shall become of full force and effect, unless otherwise noted herein, upon ratification by both parties, and unless otherwise noted, shall continue in full force and effect through midnight October 20, 2021, and shall continue from month-to-month thereafter until superseded by a successor agreement; however, it is understood and agreed that no right to a further or additional increase in salary will accrue or is contemplated in the event this agreement must continue in force and effect on a month-to-month basis subsequent to October 20, 2021, as provided herein. It is agreed that the COUNTY may amend, repeal, or adopt ordinances or resolutions as necessary to implement the provisions of this MOU. In the event of conflict with other ordinances or resolutions, the terms of this MOU shall be controlling. Parties will commence negotiations of potential COLA increases prior to the expiration of this MOU.

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**LCSEA MOU October 21, 2020 to October 20, 2021:**

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding, negotiated in good faith, to be executed by affixing their signatures below:

COUNTY OF LAKE

LAKE COUNTY  
SAFETY EMPLOYEES ASSOCIATION

\_\_\_\_\_  
CHAIR, Board of Supervisors


\_\_\_\_\_  
President  
Safety Employee's Association

ATTEST: Carol J. Huchingson  
Clerk to the Board

\_\_\_\_\_  
Representative  
Safety Employee's Association

By: \_\_\_\_\_  
Deputy

APPROVED AS TO FORM:  
ANITA L. GRANT  
County Counsel

  
\_\_\_\_\_  
anita grant (Oct 19, 2020 12:02 PDT)

AUDITOR REVIEW:  
Cathy Saderlund  
Auditor-Controller

  
\_\_\_\_\_  
Cathy Saderlund (Oct 19, 2020 11:38 PDT)



<b>JOB CLASSIFICATION</b>	<b>JOB CODE</b>	<b>GRADE</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
<b>DEPUTY PROBATION OFFICER I</b>	10-0620	<b>121</b>	22.38	23.50	24.68	25.91	27.21
<b>DEPUTY PROBATION OFFICER II</b>	10-0623	<b>124</b>	24.10	25.31	26.58	27.90	29.30
<b>DEPUTY PROBATION OFFICER, SENIOR</b>	10-0619	<b>127</b>	25.96	27.26	28.62	30.05	31.55
<b>WELFARE FRAUD INVESTIGATOR</b>	10-0751	<b>122</b>	22.94	24.09	25.29	26.56	27.89
<b>WELFARE FRAUD INVESTIGATOR SUPERVISOR</b>	10-0752	<b>130</b>	27.95	29.35	30.82	32.36	33.98
<b>WELFARE FRAUD INVESTIGATOR TRAINEE</b>	10-0750	<b>120</b>	21.84	22.93	24.08	25.28	26.54