

**MEMORANDUM OF  
UNDERSTANDING BY AND  
BETWEEN  
  
THE  
LAKE COUNTY SAFETY EMPLOYEES  
ASSOCIATION, UNIT 10 LCSEA  
AND  
THE COUNTY OF LAKE  
FOR  
July 1, 2025 – June 30, 2029**



## Table of Contents

<b>1. GENERAL PROVISIONS .....</b>	<b>7</b>
1.1. Parties To The Memorandum .....	7
1.2. Authorized Agents .....	7
1.3. County Agents .....	7
1.4. Association Agents .....	7
1.5. Recognition .....	7
<b>2. ASSOCIATION RIGHTS .....</b>	<b>8</b>
2.1. Dues Deduction .....	8
2.2. Meet and Confer Members .....	8
2.3. Use of Bulletin Boards .....	8
<b>3. COUNTY RIGHTS AND RESPONSIBILITIES .....</b>	<b>8</b>
<b>4. COMPENSATION .....</b>	<b>9</b>
4.1. Salary .....	9
4.2. Y-Rating Provision .....	9
4.3. Salary Steps .....	10
4.4. Effective Date of Step Increases .....	10
<b>5. DEMOTION .....</b>	<b>10</b>
5.1. Salary Steps Upon Voluntary Demotion .....	10
<b>6. PROMOTION AND RECLASSIFICATION .....</b>	<b>11</b>
6.1. Promotion or Reclassification to Non-supervisory Classification .....	11
6.2. Promotion or Reclassification to Supervisory Classification .....	11
6.3. Promotion or Reclassification from One Supervisory Classification to Another Supervisory Classification .....	11
6.4. Salary on Promotion – Advanced Step .....	11
<b>7. LONGEVITY PAY .....</b>	<b>12</b>
7.1. Purpose .....	12
7.2. Eligibility .....	12
7.3. Longevity for employees at a longevity level below the correlating year and hour level per table. ....	12
7.4. Longevity for employees at a longevity level above the correlating year and hour level per table. ....	12
7.5. Longevity Upon Termination / Rehire. ....	12
7.6. Longevity CAP .....	13
<b>8. WORKING ABOVE CLASS .....</b>	<b>13</b>

8.1.	Fifteen (15) Days or Less Above Class Assignment .....	13
8.2.	Above Class Assignment of Fifteen (15) or more Days .....	13
9.	INCENTIVE PAYS .....	13
9.1.	Educational Differential.....	13
9.2.	Field Training Officer Pay .....	14
9.3.	Bilingual Differential .....	14
9.4.	Range Master Pay.....	14
9.5.	Professional Development Incentive.....	14
9.6.	Shift Differential.....	14
9.7.	Weaponless Defense Instructor .....	14
9.8.	Firearms Instructor .....	15
9.9.	Assistant Firearm Instructor (unpaid) .....	15
10.	MINIMUM CALL BACK .....	15
11.	HOURS OF WORK .....	15
11.1.	Shift Schedules .....	15
11.2.	REST PERIODS.....	15
11.3.	Scheduling Time Off.....	16
12.	OVERTIME .....	16
12.1.	Overtime Defined .....	16
12.2.	Maximum Accrual of CTO.....	16
12.3.	Seniority Overtime .....	16
13.	CALL BACK .....	17
13.1.	Call Back Defined.....	17
13.2.	Minimum Call Back Time .....	17
13.3.	Seniority Call Back.....	17
14.	COURT TIME .....	17
15.	STANDBY ASSIGNMENTS ELIGIBILITY.....	18
16.	ASSIGNMENT PERIODS.....	18
16.1.	Standby Pay .....	18
16.2.	Seniority Stand By .....	18
17.	LEAVE BENEFITS.....	19
17.1.	Vacation Leave.....	19
17.2.	Utilization.....	19
17.3.	Denial of Leave Request/Accrual Extension .....	19

17.4.	Payment upon Separation.....	19
17.5.	Sick While on Vacation .....	20
17.6.	Maximum Vacation Leave Accruals .....	20
17.7.	Vacation Accrual Following Layoff .....	20
18.	<b>SICK LEAVE</b> .....	20
18.1.	Accumulation and Usage .....	20
18.2.	Sick Leave Conversion to CalPERS Service Credit .....	20
18.3.	Sick Leave Incentive Program Upon Separation .....	20
19.	<b>COUNTY DECLARED HOLIDAYS</b> .....	21
19.1.	Holidays Defined.....	21
19.2.	Holiday Observance.....	22
19.3.	Holiday Pay .....	22
19.4.	Holiday and Alternate Work Schedule .....	22
20.	<b>BEREAVEMENT LEAVE</b> .....	22
20.1.	Part Time Employees .....	23
21.	<b>HEALTH AND WELFARE BENEFITS</b> .....	23
21.1.	Group Insurance .....	23
21.2.	Coverage.....	24
21.3.	Retirees' Coverage.....	24
21.4.	Break in Service Due to Layoff.....	24
21.5.	Discontinue Allowance for Break in Service .....	25
21.6.	Insurance Opt-Out with Alternative .....	25
22.	<b>RETIREMENT</b> .....	26
22.1.	Employee's CalPERS Contribution.....	26
22.2.	“Classic” Safety Members.....	26
22.3.	“New” Safety PEPRAs Members .....	26
22.4.	“Classic” Miscellaneous Members .....	26
22.5.	“New” Miscellaneous PEPRAs Members.....	27
22.6.	Sick Leave Conversion to CalPERS Service Credit .....	27
22.7.	Military Buy Back.....	27
22.8.	Social Security .....	27
23.	<b>SAFETY EQUIPMENT</b> .....	27
23.1.	Defined .....	27
23.2.	Ammunition .....	27

23.4.1.1.	Grievance .....	28
23.4.1.2.	Grievant.....	28
23.4.1.3.	Days .....	28
23.4.1.4.	Informal Level .....	28
24.	FORMAL LEVELS .....	28
24.1.	Level 1:.....	28
24.2.	Level 2:.....	28
24.3.	Level 3:.....	29
24.4.	Level 4:.....	29
25.	GENERAL PROVISIONS .....	29
25.1.	Employee's Time Limit for Forwarding Grievance .....	29
25.2.	Time Limit for Response.....	29
25.3.	Employee Representation.....	30
25.4.	Waiver of Limits and Levels.....	30
26.	MISCELLANEOUS .....	30
26.1.	Disciplinary Procedure .....	30
26.2.	Notice .....	30
26.3.	Appeal.....	30
27.	Hearing Officer Selection and Procedures .....	32
27.1.	Selection.....	32
27.2.	Witnesses .....	32
27.3.	Decision .....	32
27.4.	Fees and Expenses.....	32
28.	LAYOFF .....	32
28.1.	Reasons for Layoff .....	32
28.2.	Order of Layoff .....	33
28.3.	Seniority Defined .....	33
28.4.	Notice of Layoff .....	33
28.5.1.1.	Election and Seniority .....	34
28.5.1.2.	Within Department Only.....	34
28.5.1.3.	Notice Required .....	34
28.5.1.4.	Salary Placement .....	34
29.	REEMPLOYMENT AFTER LAYOFF .....	34
29.1.	Reemployment List .....	34

LCSEA Unit 10 MOU July 1, 2025 – June 30, 2029

29.2.	Conditions for Rehire .....	34
29.3.	Adjustment of Anniversary Date .....	35
29.4.	Reinstatement of Leave Benefits .....	35
29.5.	Time Limit .....	35
29.6.	Three Declinations Removes Employee from List.....	35
29.7.	Employee Responsibility for Contact.....	35
30.	PROBATIONARY PERIOD .....	36
30.1.	Defined .....	36
30.2.	Promotional Probationary Periods.....	36
30.3.	Failure to Complete Promotional Probation .....	36
31.	EMERGENCY LEAVE TRANSFER .....	36
32.	OVERNIGHT STAY.....	36
33.	COPIES OF THE MOU .....	36
34.	CLOSING PROVISIONS .....	36
34.1.	Peaceful Performance Clause .....	36
34.2.	SAVINGS PROVISION .....	37
34.3.	COUNTY OF LAKE PERSONNEL RULE PROVISION .....	37
34.4.	FULL UNDERSTANDING, MODIFICATION AND WAIVER .....	38
34.5.	TERM AND EFFECT .....	38

# **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.

## **1.3. County Agents**

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

County of Lake  
255 North Forbes Street  
Lakeport, CA 95453

## **1.4. Association Agents**

ASSOCIATION'S principal authorized agent shall be the President of the ASSOCIATION or their duly authorized representative:

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

## **1.5. 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.

## **2. ASSOCIATION RIGHTS**

### **2.1. 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.

### **2.2. 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.

### **2.3. 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 their 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.

## **3. 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 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.

## **4. COMPENSATION**

### **4.1. 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:

- a) Beginning July 1, 2025, the County will implement the 2024 Compensation study at 97.5% of the market median.
- b) Beginning July 1, 2026, the County will implement a 3.5% cost-of-living adjustment (COLA) to base salaries.
- c) Beginning July 1, 2027, the County will implement a 3.5% cost-of-living adjustment (COLA) to base salaries.
- d) Beginning July 1, 2028 County will implement a 3.5% cost-of-living adjustment (COLA) to base salaries.

### **4.2. Y-Rating Provision**

Salary adjustments shall follow the salary schedule outlined in the Compensation Study and MOU. Employees whose pay exceeds the salary range defined by the study are designated as Y-rated.

During this time, Y-rated employees will continue to receive their salary as of June 30, 2025. They will become eligible for step increases, merit raises, or COLAs, when any combination of the following conditions are met:

- 1) Their current step increases within the pay grade brings their salary into alignment with the study's range, per, the approved Salary Schedule in Attachment "A". The employee receives a step increase towards a step that has a salary higher than the employee's salary amount prior to the step increase.

- 2) A cost-of-living adjustment (COLA) is applied at a level that adjusts their pay to fall within with the study's range, per the approved Salary Schedule in Attachment "A".

## **.FIVE STEP SALARY SCHEDULE SYSTEM**

### **4.3. 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 their service at the first step (Step 1) of the salary schedule.

In cases, where an employee's performance evaluation is less than satisfactory and, therefore, progression to the next step is denied, the department head shall reevaluate that employee following ninety (90) days additional service and, if such employee's performance is determined by the department head to have improved to satisfactory or better at the conclusion of such 90-day period, the employee may be eligible to progress to the next step, subject to the full discretion of the department head. If progression is still denied the salary anniversary date will be set to one year from the prior salary anniversary date.

### **4.4. Effective Date of Step Increases**

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

## **5. DEMOTION**

### **5.1. Salary 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 received in the classification from which the employee was demoted. The employee's salary anniversary date will be maintained.

## **6. PROMOTION AND RECLASSIFICATION**

### **6.1. 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 their base salary prior to such promotion. If an increase equal to 5% should exceed the last step of the new range (Step 5), the employee shall be placed at the last step of the new range (Step 5).

### **6.2. 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 their base salary prior to such promotion. If an increase equal to 10% should exceed the last step of the new range (Step 5), the employee shall be placed at the last step (Step 5) of the new range.

### **6.3. Promotion or Reclassification from One Supervisory Classification to Another Supervisory Classification**

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 their base salary prior to such promotion. If an increase equal to five percent 5% should exceed the last step (Step 5) of the new range, the employee shall be placed at the last step (Step 5) of the new range.

### **6.4. 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 6.1, 6.2 or 6.3. 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 ASSOCIATION will be notified when an advanced step is given on promotion pursuant to this section. Advanced step upon promotion does not apply to flex promotions.

## 7. LONGEVITY PAY

### 7.1. Purpose

Longevity pay rewards permanent County employees for each year of continuous employment with the County of Lake. Continuous is defined as an employee's period of work with the County without any breaks in service.

### 7.2. Eligibility

Permanent employees are eligible for longevity pay based on their total continuous service and total hours worked, excluding overtime. Longevity pay is calculated using the employee's continuous years of service from their permanent employment hire date and total qualifying hours worked. Each longevity step shall equal a 2.5%.

Step	Completion of Years & Hours	Longevity Pay
1	10 years and 20,800 hrs	2.5% of base pay
2	15 years and 31,200 hrs	5.0%
3	20 years and 41,600 hrs	7.5%
4	25 years and 52,000 hours	10.0% of base pay
5	30 years and 62,400 hours	12.5% of base pay
6	35 years and 72,800 hours	15.0% of base pay

### 7.3. Longevity for employees at a longevity level below the correlating year and hour level per table.

Employees who are currently assigned to a longevity step that is lower than what is warranted by their continuous years of service and total hours worked (as specified in Section 7.2) will be adjusted to the appropriate longevity step according to the longevity table above. This adjustment will take effect on July 1, 2025.

### 7.4. Longevity for employees at a longevity level above the correlating year and hour level per table.

Employees currently placed at a longevity step higher than indicated by their continuous years of service and hours worked (as specified in Section 7.2) will retain their current, advanced step. However, they will not progress to the next longevity step until their service time and hours worked meet the criteria specified in the longevity table.

### 7.5. Longevity Upon Termination / Rehire.

Employees who are rehired after leaving County service do not receive credit for years of service previously worked for purpose of longevity.

### **7.6. Longevity CAP**

Longevity increases are limited to a maximum of six longevity steps. Employees who have already reached a sixth longevity step or higher, as of the effective date of the agreement shall become eligible for one final longevity step after completing five years of continuous service and 10,400 hours worked (excluding overtime hours) since their last longevity increase.

## **8. WORKING ABOVE CLASS**

### **8.1. Fifteen (15) Days or Less Above Class Assignment**

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.

### **8.2. Above Class Assignment of Fifteen (15) or more Days**

An employee who, within a rolling 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 worked thereafter.

## **9. INCENTIVE PAYS**

### **9.1. 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 their base pay upon certification by the Chief Probation Officer, District Attorney or their 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, District Attorney or their designee.

### **9.2. Field Training Officer Pay**

An employee assigned as a Field Training Officer shall receive an additional two and one-half percent (2.5%) of their 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.

### **9.3. 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 or District Attorney, shall receive \$225 dollars per month.

### **9.4. Range Master Pay**

When assigned as Range Master, an employee shall receive an additional two and one-half percent (2.5%) of their base pay rate. No more than one officer from each department shall be assigned as Range Master at anyone given time.

### **9.5. 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 two and one-half percent (2.5%) of their base pay upon certification by the applicable department head or their 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.

### **9.6. 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 pay as shift differential for that shift, and for hours continuous to that shift.

### **9.7. Weaponless Defense Instructor**

When assigned as Weaponless Defense Instructor, an employee shall receive an additional two and one-half percent (2.5%) of their base pay. No more than two (2) officers shall be assigned as Weaponless Defense Instructor at any one given time.

### **9.8. Firearms Instructor**

When assigned as Firearms Instructor, an employee shall receive an additional two and one-half percent (2.5%) of their base pay. No more than one officer shall be assigned as Firearms Instructor at any one given time.

### **9.9. Assistant Firearm Instructor (unpaid)**

An employee assigned as an Assistant Firearm Instructor shall be an unpaid voluntary assignment. No more than one officer shall be assigned as an Assistant Firearm Instructor at any one given time.

## **10. 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 one-half.

## **11. HOURS OF WORK**

### **11.1. Shift Schedules**

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

The work week 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.

### **11.2. REST PERIODS**

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

### **11.3. 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.

## **12. OVERTIME**

### **12.1. Overtime Defined**

For permanent full-time non-exempt employees overtime is defined as:

- Any time worked beyond the employee's regular daily work shift or
- over 40 hours in a standard workweek

For part-time non-exempt employees overtime is defined as:

- Any time worked beyond 8 hours in a single workday or
- Any time worked beyond 40 hours in a standard workweek

**Overtime will be compensated at one and one-half times (1 ½) the employee's regular hourly rate, or with compensatory time off at one and one-half times the employee's regular hourly rate, based on the employee's choice. Work shifts may follow a 5/8, 9/80 4/10, 3/12 & 4 schedule, or another alternative schedule mutually agreed upon.**

**All paid time with the exception of sick leave and holiday pay shall be considered time worked for the purpose of calculating overtime. For this purpose, a work week shall begin at 12:01am on Sunday and end at midnight on Saturday**

### **12.2. Maximum Accrual of CTO**

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

### **12.3. Seniority Overtime**

Supervisors shall offer overtime to employees by seniority within classification as of November 1, 2024. All employees hired or promoted prior to this date shall keep their rank on the seniority list. Overtime shall be offered to those employees who have the qualifications necessary to perform the assignment of function as determined by the Chief Probation Officer, District Attorney or designee.

## **13. CALL BACK**

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

### **13.2. 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.

### **13.3. Seniority Call Back**

Supervisors shall call employees by seniority within classification as of November 1, 2024. All employees hired or promoted prior to this date shall keep their rank on the seniority list. Call back shall be offered to those employees who have the qualifications necessary to perform the assignment of function as determined by the Chief Probation Officer, District Attorney 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.

## **14. 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.

## **15. STANDBY ASSIGNMENTS ELIGIBILITY**

Employees specifically assigned and authorized by the department head (or designee) to remain available at all times to receive and to respond to calls for service by telephone, by electronic device or in person are eligible for standby pay. While on standby, an employee must either wear a County-supplied pager or cell phone or be at their telephone at all times, must refrain from using alcohol and/or illegal and/or controlled substances, must remain with the County of Lake if the employee has been supplied a County vehicle, and must remain within forty-five minutes of the area to which the standby employee would be called to report. In situations where the employee has received in advance the express permission of their department head, the employee on standby may exceed the 45-minute restriction.

## **16. ASSIGNMENT PERIODS**

### **A. Daily**

Daily assignments 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.

### **16.1. 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.

### **16.2. Seniority Stand By**

Supervisors shall offer stand by to employees by seniority within classification as of November 1, 2024. All employees hired or promoted prior to this date shall keep their rank on the seniority list. Call back shall be offered to those employees who have the qualifications necessary to perform the assignment of function as determined by the Chief Probation Officer, District Attorney 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, District Attorney 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.

## **17. LEAVE BENEFITS**

### **17.1. Vacation Leave**

#### **17.1.1. 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:

YEARS OF SERVICE	ANNUAL ALLOWANCE ACCRUED MONTHLY
After 1 year but less than 5 years	80 HRS
After 5 years but less than 10 years	120 HRS
After 10 years but less than 15 years	128 HRS
After 15 years but less than 20 year	160 HRS
After 20 years	200 HRS

Employees who previously worked full-time, continuously and permanently for another county or city government—provided the employment ended within 30 days before being hired by the COUNTY—may request for those years to count toward the employee's total years of service with the COUNTY for the purpose of accruing vacation leave.

### **17.2. Utilization**

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

### **17.3. 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.

### **17.4. Payment upon Separation**

Accrued but unused vacation leave shall be paid upon termination.

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

**17.6. Maximum Vacation Leave Accruals**

Employees may accrue up to 260 hours of vacation leave.

**17.7. 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.

## **18. SICK LEAVE**

**18.1. Accumulation and Usage**

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

**18.2. Sick Leave Conversion to CalPERS Service Credit**

Pursuant to CalPERS regulations, eligible employees who retire from County service may elect to convert unused sick leave to CalPERS service credit for retirement purposes.

Eligible employees must elect either the CalPERS service credit conversion or the Sick Leave Incentive Program; employees may not participate under both programs.

**18.3. Sick Leave Incentive Program Upon Separation**

Employees who voluntarily separate from County service with at least one (1) year of service and unused sick leave shall be eligible to receive a percentage of their unused sick leave as a monetary payout, not to exceed two thousand dollars (\$2,000.00).

Employees who retire from County service, having completed all necessary steps to implement a CalPERS retirement, shall be eligible to receive a percentage of their unused sick leave as a monetary payout, not to exceed two thousand five hundred dollars (\$2,500.00), provided they do not elect to convert sick leave to CalPERS service credit.

Employees must elect either the Sick Leave Incentive Program or the Sick Leave Conversion to CalPERS service credit; employees may not participate under both programs.

Completed Service	Sick Leave Paid Off
1 yr but less than 2 yrs	20.0%
2 yrs but less than 3 yrs	22.5%
3 yrs but less than 4 yrs	25.0%
4 yrs but less than 5 yrs	27.5%
5 yrs but less than 6 yrs	30.0%
6 yrs but less than 7 yrs	32.5%
7 yrs but less than 8 yrs	35.0%
8 yrs but less than 9 yrs	40.0%
9 yrs but less than 10 yrs	45.0%
10 or more years	50.0%

#### **18.4. Cash in Lieu**

ASSOCIATION members who have accrued more than five hundred (500) hours of unused sick leave may request and receive cash in lieu of sick leave hours which are in excess of five hundred hours.

Employees who are in the classification of Supervising Deputy Probation Officer, and Supervising Welfare Fraud Investigators shall receive no more than forty (40) hours cash in lieu of sick leave hours in any one fiscal year.

Employees in non-supervisory classifications, positions other than Supervising Deputy Probation Officer and Supervising Welfare Fraud Investigator, shall receive no more than twenty (20) hours cash in lieu of sick leave hours in any one fiscal year.

## **19. COUNTY DECLARED HOLIDAYS**

#### **19.1. Holidays Defined**

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

Holiday	Date
1 - New Year's Day	January 1 <sup>st</sup>
2 - Martin Luther King Day	Third Monday in January
3 - President's Day	Third Monday in January
4 - Memorial Day	Last Monday in May
5 - Juneteenth	June 19 <sup>th</sup>
6 - Independence Day	July 4 <sup>th</sup>
7 - Labor Day	First Monday in September
8 - Indigenous Peoples' Day	Second Monday in October
9 - Veterans Day	November 11 <sup>th</sup>
10 - Thanksgiving Day	Fourth Thursday in November
11 - Day After Thanksgiving Day	Friday following the fourth Thursday in November

12 - 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 23rd through the 29th of December
Any other holiday declared by the Board pursuant to State Law.	

### **19.2. 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.

### **19.3. 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, the employee will be compensated with equivalent time off within the same week of the pay period.

### **19.4. Holiday and Alternate Work Schedule**

Employees on an alternate work schedule will receive eight (8) hours of holiday pay. To maintain full compensation for their alternate work schedule, employees may use accrued vacation leave or compensatory time to supplement the remaining hours.

The Department Head will assess staffing needs during the holiday workweek to ensure adequate coverage for ongoing operations, staff support, and the completion of essential tasks and responsibilities. Employees may be asked to adjust their schedules or cover specific hours or days as necessary.

## **20. BEREAVEMENT LEAVE**

All employees covered under this agreement are eligible for five (5) days of unpaid bereavement leave under CFRA for deaths of an immediate family member and shall receive paid bereavement leave as follows:

For bereavement leave that requires less than 500 miles (one way), employees shall receive twenty-four (24) hours of paid bereavement leave and may use accruals to cover the remaining sixteen (16) hours to reach forty (40) hours or five (5) days of unpaid CFRA bereavement leave.

For bereavement leave that requires more than 500 miles of travel (one way), employees shall receive forty (40) hours of paid bereavement leave. The travel distance shall be computed using the employees residence as the starting point and the site of the memorial or funeral as the end point.

Paid bereavement leave is available due to the death of the following family members:

- Parent or stepparent
- Sibling or stepsibling
- In-Law: mother-in-law, father-in-law, grandfather-in-law, grandmother-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law
- spouse, registered domestic partner
- Child, stepchild, adopted child, foster child
- Grandchild
- Grandparent
- Aunt or uncle
- Niece or nephew
- Any person residing in the immediate household of the employee at the time of death

Paid bereavement leave and CFRA unpaid bereavement leave is not subject to accrual, can be used intermittently or consecutively and must be used within three months of the family member's death.

Paid bereavement leave and CFRA unpaid bereavement leave are available unlimited and is available to employees upon the death of each covered family member.

The COUNTY is prohibited from discriminating against an employee for exercising the use of bereavement leave.

The County of Lake reserves the right to request verification of death and travel necessity.

#### **20.1. Part Time Employees**

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

## **21. HEALTH AND WELFARE BENEFITS**

### **21.1. Group Insurance**

#### **21.1.1. Maximum Monthly County Contribution For Health Care Coverage**

- The COUNTY shall pay eighty percent (80%) of the COUNTY-sponsored medical, dental, and vision group insurance plan for each employee who

enrolls in a COUNTY-sponsored group medical, dental and vision insurance plan.

- Unless employees have a salary redirection form in place from Open Enrollment, all such additional out-of-pocket costs will be after-tax.
- Under the COUNTY'S flexible benefits plan, a specific amount (as defined in Section 22892 of the California Government Code, which is adjusted annually based on inflation) of this contribution is specifically designated for group medical insurance, with the balance of the COUNTY contribution available and paid toward an employee's total group medical, dental, and vision premium. In no event shall the COUNTY'S financial obligation exceed the actual monthly premium for an employee's medical, dental and vision insurance contribution.

#### **21.2. 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.

#### **21.3. Retirees' Coverage**

##### **21.3.1. Retiree Insurance**

County retirees who retire with fifteen (15) years of total County service as a permanent employee, including at least five (5) consecutive years immediately prior to retirement, and who participate in the County-Sponsored Insurance Program, are entitled to a monthly contribution equal to 50% of the "employee-only" portion of the group health insurance medical premium (excluding dental and vision coverage) toward a County-Sponsored Health Plan. This monthly contribution will discontinue once the retiree reaches sixty-five (65) years of age or becomes eligible for Medicare coverage.

County retirees who retire with twenty (20) years of total County service as a permanent employee, including at least five (5) consecutive years immediately prior to retirement, and who participate in the County-Sponsored Insurance Program, are entitled to a monthly contribution equal to 75% of the "employee-only" portion of the group health insurance medical premium (excluding dental and vision coverage) toward a County-Sponsored Health Plan. This monthly contribution will discontinue once the retiree reaches sixty-five (65) years of age or becomes eligible for Medicare coverage.

#### **21.4. 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.

**21.5. 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 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 IIV (B.) herein, the employee maintains eligibility and the requirement to work at least five (5) continuous years shall be waived.

**21.6. Insurance Opt-Out with Alternative**

Employees may waive all health care coverage in its entirety, i.e medical, dental, and vision insurance. Eligibility for the opt-out cash-in-lieu benefit will be based on meeting the current Affordable Care Act (ACA) definition of an “eligible opt-out arrangement.” To receive this cash-in-lieu benefit, employees must provide the COUNTY with proof of similar, employer-sponsored coverage in a form specified by the COUNTY. This includes any required documentation, certifications, or attestations to verify compliance with the ACA's definition of an “eligible opt-out arrangement”. Eligible employees who waive of health care coverage will receive a monthly stipend of \$200.00, which is considered taxable income. Employees are required to complete annual certification during the open enrollment period and promptly report any changes to their qualifying coverage. If at any time during the plan year, the County will not pay the cash-in-lieu to an employee if the current provisions in the ACA eligible opt-out arrangement dictate that the County must not pay that employee.

**21.7. Group Life Insurance**

The County shall pay the cost for basic group life insurance for eligible employees. If elected, the County will also pay for basic group life insurance for a qualified dependent.

Employees will be automatically enrolled in the County's basic group life insurance plan, effectively the first of the month following their hire date, for the amount of their base annual salary up to \$100,000. The employee is responsible for any associated taxes. If enrolled by the employee, a qualified dependent shall be covered for \$1,000.

**21.8. Accidental Death and Dismemberment (AD&D) Insurance**

The County shall pay for \$5,000 of AD&D insurance for all eligible employees.

**21.9. Air Medical Membership Program**

Effective the first day of the month following the employees date of hire, an employee shall be covered under Emergent Membership program, such as REACH Air Medical Services.

### **21.10. Section 125 Cafeteria Plan**

The County shall pay the cost of the administration for the Section 125 plan for eligible employees. The Section 125 Cafeteria Plan is an employer sponsored benefits plan that lets employees pay for qualified medical and child care expenses on a pre-tax basis.

### **21.11. Employee Assistance Plan (EAP)**

The County shall pay the cost of the EAP plan for eligible employees.

### **21.12. State Disability Insurance**

Unit employees shall have coverage through the State Disability Insurance (SDI) Program.

It is understood that each unit employee shall pay the cost of their SDI premium and the necessary premium contributions will be deducted by the COUNTY from the employee's salary each pay period.

## **22. RETIREMENT**

### **22.1. Employee's CalPERS Contribution**

The County will maintain its contract with the State Public Employees' Retirement System (CalPERS) and the benefits currently provided there under. The current CalPERS plan being provided for "classic" employees hired before January 1, 2013 is the 2% @ 50 formula for Local Safety Members, 2% @ 55 for Classic Miscellaneous Members and for "new" Employees hired after January 1, 2013 is the 2.7% @ 57 formula for Local Safety Members and 2% @ 62 for Miscellaneous Members.

### **22.2. "Classic" Safety Members**

Safety 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).

### **22.3. "New" Safety PEPRA Members**

Safety 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.

### **22.4. "Classic" Miscellaneous Members**

For non-safety employees who are defined by California Public Employee's Retirement Law as Classic Miscellaneous PERS members, the employee shall pay the employee's

contribution to PERS (currently equal to approximately seven percent (7%) of the employee's modified gross pay under the PERS 2% at 55 retirement benefit formula).

For the term of this MOU, Classic non-safety PERS employees shall not be responsible to pay any more than the employee's share of 7% of the employee's modified gross pay.

**22.5. "New" Miscellaneous PEPRA Members**

For non-safety employees who are defined by California Public Employee's Retirement Law as New Miscellaneous PERS members, the COUNTY is prohibited from paying any portion of the employee's share of PERS, and therefore will not pay any portion of the employee's contribution to PERS for the 2% @ 62 retirement benefit formula.

**22.6. Sick Leave Conversion to CalPERS Service Credit**

Pursuant to CalPERS regulations, eligible employees who retire from County service may elect to convert unused sick leave to CalPERS service credit for retirement purposes.

Eligible employees must elect either the CalPERS service credit conversion or the Sick Leave Incentive Program; employees may not participate under both programs.

**22.7. Military Buy Back**

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

**22.8. Social Security**

All County employees shall contribute to social security program.

## **23. SAFETY EQUIPMENT**

**23.1. 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 III A Ballistic Vests

**23.2. 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.

### **23.3. GRIEVANCE PROCEDURE**

#### **23.4. Definitions**

##### **23.4.1.1. 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.

##### **23.4.1.2. 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.

##### **23.4.1.3. Days**

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

##### **23.4.1.4. 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 their grievance with their immediate supervisor. The supervisor shall have ten (10) days to give an answer to the employee.

## **24. FORMAL LEVELS**

### **24.1. 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/Chief District Attorney

Investigator, who shall within ten (10) days meet with the grievant and thereafter give a written answer to the grievant within ten (10) days thereafter.

### **24.2. Level 2:**

If the grievant is not satisfied with the Chief Deputy Probation Officer/Chief District Attorney Investigator answer, the grievant may, within ten (10) days from the date of such answer, file a written appeal to the Chief Probation Officer/District Attorney

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/District Attorney 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.

**24.3. 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 their 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.

**24.4. 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 determination by the County Administrative Officer. The appeal, along with any documentation, shall be forwarded to the County Administrative Officer for their 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.

## **25. GENERAL PROVISIONS**

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

If a grievant fails to carry their 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.

**25.2. Time Limit for Response**

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

**25.3. Employee Representation**

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

**25.4. Waiver of Limits and Levels**

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

## **26. MISCELLANEOUS**

**26.1. 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 their designee.

**26.2. Notice**

The department head or their 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 their right to respond either orally or in writing to the department head or their 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, they 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.

**26.3. Appeal**

If the department head or their 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:

- 1) Was [employee's name] [dismissed, suspended, demoted] for cause?
- 2) 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 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 their 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 themselves or may be represented by a person of their 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.

## **27. Hearing Officer Selection and Procedures**

### **27.1. Selection**

Upon receipt of the notice or request for hearing, the Human Resources Director or their representative and the employee or their 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 Association by alternately striking names until one name remains. The party to strike names first shall be selected by lot.

### **27.2. 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 their testimony.

### **27.3. 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.

### **27.4. 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.

## **28. LAYOFF**

### **28.1. 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.

**28.2. 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:

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

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

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

- 1) Employees with permanent status whose last two successive performance evaluations were improvement needed or unsatisfactory overall. 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.

**28.3. 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 their 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 their most recent appointment to permanent County service.

**28.4. 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 their 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.

## **28.5. Demotion and Displacement In Lieu Of Layoff**

### **28.5.1.1. 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.

### **28.5.1.2. 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.

### **28.5.1.3. 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.

### **28.5.1.4. 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.

## **29. REEMPLOYMENT AFTER LAYOFF**

### **29.1. 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.

### **29.2. 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.

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

**29.3. 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.

**29.4. 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 their 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.

**29.5. 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.

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

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

**29.7. 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 they may be contacted for purposes of this article.

## **30. PROBATIONARY PERIOD**

### **30.1. Defined**

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

### **30.2. Promotional Probationary Periods**

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

### **30.3. 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 their 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/District Attorney.

## **31. 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.

## **32. 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.

## **33. COPIES OF THE MOU**

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

## **34. CLOSING PROVISIONS**

### **34.1. 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 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.

#### **34.2. 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.

#### **34.3. COUNTY OF LAKE PERSONNEL RULE PROVISION**

All provisions not contained herein shall be provided for in County of Lake Personnel Rules.

**34.4. 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 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.

**34.5. 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 June 30, 2029 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 June 30, 2029, 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.

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

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 EMPLOYEE ASSOCIATION**

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

  
\_\_\_\_\_  
Agustin Perez-Garcia (Jun 13, 2025 15:07 PDT)

\_\_\_\_\_  
President LCSEA

  
\_\_\_\_\_  
Marc Beauchamp (Jun 13, 2025 15:13 PDT)

\_\_\_\_\_  
Representative LCSEA

**ATTEST: SUSAN PARKER**


**Clerk to the Board**

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

APPROVED AS TO FORM:

**LLOYD GUINTIVANO**

County Counsel

  
\_\_\_\_\_  
Lloyd Guintivano (Jun 13, 2025 15:21 PDT)

AUDITOR REVIEW:

**JENAVIVE HERRINGTON**

Auditor-Controller

\_\_\_\_\_

Attachment "A" Unit 10 LCSEA - Lake County Safety Employee's Association Salary Schedule

Class #	Classification Title	Grade	Pay	7/1/2025-6/30/2026				
				Step 1	Step 2	Step 3	Step 4	Step 5
10-0600	PROBATION PROGRAM TECHNICIAN	P26	H	26.61	27.94	29.33	30.80	32.34
10-0621	DEPUTY PROBATION OFFICER I	P31	H	30.10	31.61	33.19	34.85	36.59
10-0620	DEPUTY PROBATION OFFICER II	P35	H	33.23	34.89	36.63	38.47	40.39
10-0630	DPTY PROBATION OFFICER, SUPERVISR	P40	H	37.59	39.47	41.45	43.52	45.70
10-0752	WELFARE FRAUD INVEST SUPERVISR	P47	H	44.69	46.92	49.27	51.73	54.32
10-0750	WELFARE FRAUD INVEST TRAINEE	P37	H	34.91	36.66	38.49	40.41	42.43
10-0751	WELFARE FRAUD INVESTGATOR	P39	H	36.68	38.51	40.44	42.46	44.58

Class #	Classification Title	Grade	Pay	7/1/2026-6/30/2027				
				Step 1	Step 2	Step 3	Step 4	Step 5
10-0600	PROBATION PROGRAM TECHNICIAN	P26	H	27.54	28.91	30.36	31.88	33.47
10-0621	DEPUTY PROBATION OFFICER I	P31	H	31.16	32.71	34.35	36.07	37.87
10-0620	DEPUTY PROBATION OFFICER II	P35	H	34.39	36.11	37.92	39.81	41.80
10-0630	DPTY PROBATION OFFICER, SUPERVISR	P40	H	38.91	40.86	42.90	45.04	47.30
10-0752	WELFARE FRAUD INVEST SUPERVISR	P47	H	46.25	48.56	50.99	53.54	56.22
10-0750	WELFARE FRAUD INVEST TRAINEE	P37	H	36.13	37.94	39.84	41.83	43.92
10-0751	WELFARE FRAUD INVESTGATOR	P39	H	37.96	39.86	41.85	43.94	46.14

Class #	Classification Title	Grade	Pay	7/1/2027-6/30/2028				
				Step 1	Step 2	Step 3	Step 4	Step 5
10-0600	PROBATION PROGRAM TECHNICIAN	P26	H	28.50	29.93	31.42	32.99	34.64
10-0621	DEPUTY PROBATION OFFICER I	P31	H	32.25	33.86	35.55	37.33	39.20
10-0620	DEPUTY PROBATION OFFICER II	P35	H	35.59	37.37	39.24	41.20	43.27
10-0630	DPTY PROBATION OFFICER, SUPERVISR	P40	H	40.27	42.29	44.40	46.62	48.95
10-0752	WELFARE FRAUD INVEST SUPERVISR	P47	H	47.87	50.26	52.78	55.42	58.19
10-0750	WELFARE FRAUD INVEST TRAINEE	P37	H	37.40	39.27	41.23	43.29	45.46
10-0751	WELFARE FRAUD INVESTGATOR	P39	H	39.29	41.25	43.32	45.48	47.76

Class #	Classification Title	Grade	Pay	7/1/2028-New Agreement				
				Step 1	Step 2	Step 3	Step 4	Step 5
10-0600	PROBATION PROGRAM TECHNICIAN	P26	H	29.50	30.97	32.52	34.15	35.86
10-0621	DEPUTY PROBATION OFFICER I	P31	H	33.38	35.04	36.80	38.64	40.57
10-0620	DEPUTY PROBATION OFFICER II	P35	H	36.84	38.68	40.62	42.65	44.78
10-0630	DPTY PROBATION OFFICER, SUPERVISR	P40	H	41.68	43.77	45.95	48.25	50.66
10-0752	WELFARE FRAUD INVEST SUPERVISR	P47	H	49.55	52.02	54.62	57.36	60.22
10-0750	WELFARE FRAUD INVEST TRAINEE	P37	H	38.71	40.64	42.67	44.81	47.05
10-0751	WELFARE FRAUD INVESTGATOR	P39	H	40.66	42.70	44.83	47.07	49.43