

**MEMORANDUM OF UNDERSTANDING BY
AND BETWEEN
THE
LAKE COUNTY
DEPUTY SHERIFF'S ASSOCIATION
(LCDSA)
AND
THE COUNTY OF LAKE
FOR MAY 7, 2019
TO
DECEMBER 31, 2019**



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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 Deputy Sheriff's 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, California 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 Deputy
Sheriff's Association
P.O. Box 878
Lakeport, CA 95453

1.3. RECOGNITION

The ASSOCIATION is hereby acknowledged as the recognized employee organization for permanent positions in Unit 16, a peace officer unit, as shown in both Attachment "A" to this MOU pursuant to the Lake County Employer-Employee Relations Ordinance, Article II of Chapter 14 of the Lake County Code, and Section 3500 et seq of the Government Code of the State of California.

1.4. ASSOCIATION RIGHTS

1.4.1. Meet and Confer Members

The County shall provide up to two (2) 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.

1.4.2. 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 continue the policy of providing 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 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.

1.6. DUES DEDUCTIONS

Employees may sign up for Payroll Deductions of Association dues with the Association. The Association will certify to the County any new

members of the Association.

County agrees to deduct dues as established by the Association, and premiums for approved insurance programs from the salaries of Association members. The sum so withheld shall be remitted by the County, without delay, directly to the Association along with a list of employees who have had such amounts deducted. Association agrees to provide a listing of all additions or deletions of membership or requested changes to establish payroll deductions of its members, to the County.

The employee's earnings must be sufficient after the other legal and required deductions are made to cover the amount of the dues authorized. When an employee is in a non-pay status for an entire pay period, no withholding will be made to cover the pay period from future earnings. In the case of an employee who is in a non-pay status during only part of the pay period, and the salary is not sufficient to cover the full withholding, no deduction shall be made. All other legal and required deductions (including healthcare deductions) have priority over Association dues.

It shall be the sole responsibility of the Association to procure and enforce payroll deduction of dues.

1.6.1. Hold Harmless

The Association shall indemnify, defend, and hold harmless the County, its officers, employees, and agents acting on its behalf from and against any and all losses, damages, costs, expenses, claims, demands, actions, suits, judgments and other forms of liability arising out of the application or enforcement of this Section. In no event shall the County be required to pay from its own funds Association dues which the employee was obligated to pay, but failed to pay regardless of the reasons.

Any Association member who notifies the County of their desire to discontinue dues or otherwise withdraw from Association membership shall be referred back to the Association. The County agrees to continue all dues deductions until notified of a deduction change by the Association.

1.6.2. Financial Reports

Pursuant to California Government Code Section 3502.5 (f) the Association, at its own expense, shall keep an adequate itemized record of its financial transactions and shall make available annually to the County and to member employees, within 60 days after the end of the Association's fiscal year, a detailed written financial report thereof in the form of a balance sheet and an operating statement, certified as to accuracy by the Association President and Treasurer (or corresponding principal officers), or by a certified public accountant. If the Association is required

to file financial reports under the federal Labor-Management Act of 1959, or required to file financial reports under California Government Code Section 3546.5, the Association may satisfy the financial reporting requirement of this section by providing the County with a copy of the financial reports.

2. COMPENSATION

2.1. SALARY SCHEDULE

2.1.1. Twelve Step Salary Schedule

The Salary Step System contained herein is a twelve-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 first five 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). Upon one full year of service at Step 5 with an overall rating of "Satisfactory" or above, the employee shall receive a 2.5% increase and movement to Step 6. The fifth year after an employee reaches Step 6, upon eligibility determination by the County Human Resources Director and achievement of an overall rating of "Satisfactory" or above on the immediately preceding associated annual performance evaluation as determined by the employee's department head, the employee shall receive a 2.5% increase for moving to Step 7. Each fifth year thereafter, the employee shall receive a 2.5% increase upon movement to the next step in the system upon eligibility determination by the County Human Resources Director and achievement of an overall rating of "Satisfactory" or above on the immediately preceding associated annual performance evaluation as determined by the employee's department head.

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.

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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 6 or above in the former classification and will be at Step 6 or above 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 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 6 or above in the former classification and will be at Step 6 or above 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 employee being promoted, or whose position is reclassified to a higher level, is at Step 6 or above in the former classification and will be at Step 6 or above 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., 2.1.2.2., and/or 2.1.2.3. 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.

2.2. SALARY

The salary range for each classification shall be as shown in attachment "A" which is attached hereto and incorporated by reference herein.

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2.3. SALARY UPON DEMOTION

Employees who are demoted 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.

2.4. SALARY FOR RECRUITMENT PURPOSES

COUNTY reserves the right to increase salaries for recruitment purposes as needed throughout the term of this agreement. Employees in an affected classification shall remain in their current step.

2.5. WORKING OUT OF CLASS

2.5.1. 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.

2.5.2. 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) day of such duties for each day so worked thereafter.

2.6. INCENTIVE PAYS

Any employee in the classification of Deputy Sheriff I or Deputy Sheriff II or Sergeant shall only be eligible for a maximum of three special assignment pay differentials at any one-time excluding the Bi-lingual and POST Differentials.

2.6.1. Investigator Differential

Each employee in the classification of Deputy Sheriff I or Deputy Sheriff II or Sergeant shall receive an additional five percent (5%) of his/her base pay rate for all hours he/she is assigned as a Sheriff Investigator.

2.6.2. Narcotic Law Enforcement Specialist

Any employee in the classification of Deputy Sheriff I or Deputy Sheriff II or Sergeant shall receive an additional five percent (5%) of his/her base pay rate for all hours he/she is assigned by the Sheriff to act in the capacity of Narcotic Law Enforcement Specialist. Such assignments by the Sheriff shall be made on a rotational basis. The employee shall be paid at the same step as he/she is currently assigned and his anniversary date shall not change as a result of his/her assignment.

2.6.3. Swing / Graveyard Shift Differential

An employee who works a shift of which at least three (3) hours are between 8:00 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.

2.6.4. Intermediate, Advanced and Supervisory Post Differential

Each employee who achieves POST certification as described below shall receive an additional 2.5% of his/her base pay upon official recognition by the Sheriff or his/her designee, or the District Attorney or his/her designee, as applicable, that such certification has been achieved

Intermediate POST Certificate	2.5%
Advanced POST Certificate, an additional	2.5%
Supervisory POST Certificate, an additional	2.5%

An employee who has achieved the above certificates is eligible for the applicable differential(s) regardless of whether the certificate was obtained prior to employment or during employment with the COUNTY.

2.6.5. Police Dog Program

An employee who is assigned by the Sheriff to be responsible for care of the department's police dog shall be eligible to receive an additional two and one-half percent (2.5%) of his/her base pay rate during the term of such assignment. The employee's responsibility under this program shall include care of the police dog during on-duty and off-duty hours, scheduling regular training for the dog, transporting the dog to training sessions and other related duties in connection with normal maintenance of County's Police Dog Program. COUNTY shall pay all fees for training (currently \$75 per month) as well as recertification fees. The police dog's food, grooming, and medical expense shall be provided through arrangements made by COUNTY, at no cost to the employee. No more than four (4) employees shall be assigned to this program at any one time. Upon the expiration of the useful life of the dog, as determined by the County Purchasing Agent, the employee who had been caring for the dog pursuant to the above described assignment may exercise the right of first refusal to purchase the dog for one dollar (\$1.00).

2.6.6. 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 Sheriff shall be made on the basis of a selection process that includes but is not limited to a completed application. No more than six (6) employees shall be assigned as Field Training Officers at any one time.

2.6.7. Bilingual Differential

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

2.6.8. School Resource Officer

Each employee in the classification of Deputy Sheriff I or Deputy Sheriff II shall receive an additional five percent (5%) of his/her base pay rate for all hours he/she is assigned as a School Resource Officer.

2.6.9. Firearms Instructor

From the effective date of this MOU, an employee assigned as the Firearms Instructor for the Sheriff's Office shall receive an additional one hundred twenty-five dollars (\$125) per month during the term of such assignment. Such assignments by the Sheriff shall be made on the basis of a selection process that includes but is not limited to a completed application, review of personnel record and an oral review board. No more than one (1) officer shall serve as the Firearms Instructor at any given time.

Parties agree to address the issue of the amount of the Firearm Instructor pay and the allowance of the District Attorney Investigator to receive Firearm Instructor pay during the term of the agreement, should funds become available.

2.6.10. SWAT Incentive

From the effective date of this MOU, each employee in the classification of Deputy Sheriff I, Deputy Sheriff II or Deputy Sheriff Sergeant assigned by the Sheriff to SWAT shall receive an additional one percent (1%) of his/her base pay rate during the term of such assignment.

2.7. ON CALL STATUS

From time to time, the Sheriff's Department would benefit from an arrangement whereby an Investigator in that Department and/or an officer in the Narcotics Task Force would each be "on call" outside his or her regular work shift. Such on call status requires that the Investigator and/or Narcotics Task Force officer abstain from alcohol and remains within forty-five (45) minutes response time to Lake County. Further, such on call status shall occur, if at all, over a consecutive seven-day period and only one (1) Investigator and one (1) officer from the Narcotics Task Force may be on call at any one time. Such an Investigator/Task Force officer who agrees to on call status pursuant to the terms and conditions outlined hereinabove shall be compensated. Twenty (\$20.00) dollars per day for each week day assignment and twenty-five dollars (\$25.00) per day for each weekend or holiday assignment.

Parties agree to address the issue of the amount of the on-call pay and the allowance of the District Attorney Investigator to receive on call pay during the term of the agreement, should funds become available.

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3. HOURS OF WORK

3.1. SHIFT SCHEDULES

Except as may be otherwise provided in the County Personnel Rules, or by this MOU, the workweek of safety 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 (4 ½) work periods of four (4) nine (9) hour days and one (1) four (4) hour day (9/80).
4. Three and one-half (3 ½) work periods of three (3) twelve (12) hour days and one (1) four (4) hour day (3/12).
5. Two (2) twelve (12) hour days and one (1) ten (10) hour day alternating with three (3) twelve (12) hour days and one (1) ten (10) hour day 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. Employees shall be compensated at time and one-half for all hours worked in excess of eighty (80) hours pursuant to this work schedule. The implementation of such a work period shall require the mutual agreement of the ASSOCIATION and the Sheriff's Department, which shall be memorialized in a separate side agreement between those parties and which shall include the date said work schedule shall begin and the duration of such a schedule.
6. Three (3) twelve-hour days alternating with four (4) 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. Employees shall be compensated at time and one-half for all hours worked in excess of eighty (80) hours in a fourteen-day work period pursuant to this work schedule or any hours worked in a day in excess of twelve (12) hours. The implementation of such a work period shall require the mutual agreement of the ASSOCIATION and the Sheriff's Department for each shift rotation in which this work period alternative is employed.

For uniformed personnel, each work period (shift) shall include a paid 30-minute meal break. Non-uniformed personnel shall not be compensated for a meal break during their normal work period (shift).

All such shifts are not to exceed forty (40) hours in any seven (7) day workweek period. All days off will be consecutive. The current shift schedule types will not change. Each employee shall be scheduled to work a shift with regular starting and quitting times. Except in emergencies, the employee shall be given (5) calendar days' notice of any change in work schedule.

3.1.1. Emergency Defined

For purposes of notice as discussed hereinabove, "Emergency" shall be defined as an unforeseen circumstance requiring immediate action; a sudden, unexpected happening, an unforeseen occurrence or condition.

3.2. TWELVE-HOUR SHIFTS IN EMERGENCY SITUATION OF STAFF SHORTAGE

An emergency situation of staff shortage allowing the Sheriff to assign employees to 12-hours shifts shall be defined as a circumstance where sixteen (16) or fewer deputies are assigned to patrol. Within three (3) days of the Sheriff declaring an emergency situation exists requiring the imposition of 12-hours shifts, meet and confer with the ASSOCIATION will be scheduled to determine the length of time the 12-hour shifts may continue and solutions to resolve the emergency.

3.3. REST PERIODS

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

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 one and one-half (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.

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

3.5.2. Shift Extension Not Call Back

Call Back shall not mean work that is contiguous to, or an extension of, or early beginning of a designated regular work shift. A call back does not occur when a deputy is required to come in early for a shift such that the call in is contiguous to the employee's regular work shift. In such case, the employee would be entitled to overtime.

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3.5.3. Minimum Call Back Time

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

3.5.4. Scheduled Work or Training Not Call Back

Call Back shall not include scheduled work or training assignments that are in addition to the normal scheduled workweek. Such assignments, if scheduled two (2) weeks in advance, shall result in a minimum credit of two (2) hours. If not scheduled two (2) weeks in advance, such assignments shall be credited and compensated in the same manner as call back.

3.5.5. Seniority Call Back

Supervisors shall call employees by seniority in classification. 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 their overtime rate of pay. 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.

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:

YEARS OF SERVICE	ANNUAL ALLOWANCE ACCRUED MONTHLY
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 years	160 hours
5) After 20 years	200 hours

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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 thirty (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.

4.1.2. Utilization

Employees may use accumulated vacation leave during the pay period following its accrual. Employees shall be permitted to schedule annual vacation leave in three (3) increments each calendar year.

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 colds and minor flu. 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 request and receive compensation for up to forty (40) 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.

<u>Completed Service</u>	<u>Sick Leave Paid Off</u>
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%

4.2.3. 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 (500) hours. Employees shall receive no more than forty (40) hours cash in lieu of sick leave hours in any one (1) fiscal year.

4.3. MATERNITY LEAVE

4.3.1. Maternity Leave Defined

Subject to the general provisions of Section 1503.2 of the Personnel Rules, employees are entitled to leave for disabilities caused or contributed to by their pregnancy, miscarriage, childbirth, and recovery therefrom on the same terms and conditions governing leaves of absence for other illness or medical disability. Such leave shall not be used for child care, child rearing or preparation for child bearing, but shall be limited to those disabilities as set forth above. The length of such disability leave, including the date on which the leave shall commence and the date on which the duties are to be resumed, shall be determined by the employee and the employee's physician; however, the COUNTY may require a verification of the extent of disability through a physical examination of the employee by the County Health Officer. In no event shall the leave extend for more than one (1) calendar year.

4.3.2. Notice of Intent to Return to Duty Required

No later than two (2) weeks prior to the intended date of return from maternity leave, the employee shall submit to her department head a notice of intent to return to duty along with a physician's statement that the employee is medically qualified to assume the full duties and responsibilities of her classification.

4.3.3. Equivalent Classification Upon Return

An employee on maternity leave shall be returned to a position within her classification equivalent to that occupied when she was placed on leave.

4.5. COUNTY DECLARED HOLIDAYS

4.5.1. 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) October (Second Monday)
- 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.)
- 13) Any other holiday declared by the Board pursuant to State law.

4.5.2. Holiday Observance

Any holiday, other than Winter Holiday as allowed in section 4.5.1 (11), which falls on a Sunday shall be observed on the following Monday. Any holiday, other than Winter Holiday as allowed in section 4.5.1 (11), which falls on a Saturday shall be observed on the preceding Friday.

4.5.3. 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.

4.6. 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) 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), 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.

4.6.1. 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

On or before the pay period beginning May 21, 2019, 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. Single Coverage employees shall pay approximately one hundred and sixty five dollars (\$165) per month each beginning with their June 1, 2019 paychecks. Unless employees have a salary redirection form in place from the 2019 Open Enrollment, or they provide a salary

redirection form by May 10, 2019, all such additional out-of-pocket costs will be after-tax.

After the expiration of the agreement, or unless mutually agreed upon in writing, the COUNTY shall pay a maximum contribution of one thousand dollars (\$1000.00) per month toward 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.

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.

Employees who select such employee-only coverage and/or employee plus one dependent coverage will NOT be entitled to receive in cash, other compensation, benefits, or in any form the difference between the amount of the cost of either such coverage and the one thousand dollars (\$1000) per month COUNTY contribution.

The COUNTY will pay the administrative fee charged by CalPERS at a rate specified by CalPERS, which would otherwise be assessed against the covered employee.

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. Retiree's Coverage

5.1.3.1. Employees Retiring Prior To November 1, 2008

For COUNTY retirees, the COUNTY shall pay a specific amount, as defined in Section 22892 of the California Government Code, which is adjusted annually based on inflation, towards the retiree's CalPERS affiliated medical insurance premium. In addition, for those employees who retired from County service prior to November 1, 2008 with fifteen (15) years of continuous County service who participate in the COUNTY's retiree insurance program, the COUNTY shall pay a monthly stipend to the retiree which is equivalent to fifty percent (50%) of the group health insurance medical premium for active employees with employee-only coverage under the same health plan, minus the statutorily required amount referenced above. Such stipend shall be discontinued once the employee reaches sixty-five (65) years of age or is eligible for Medicare coverage, whichever is later.

For those employees who retired from County service prior to November 1, 2008 with twenty years of continuous County service who participate in the COUNTY's retiree insurance program, the COUNTY shall pay a monthly stipend to the retiree which is equivalent to seventy five percent (75%) of the group health insurance medical premium for active employees with employee-only coverage under the same health plan, minus the statutorily required amount referenced hereinabove. Such stipend shall be discontinued once the employee reaches sixty-five (65) years of age or is eligible for Medicare coverage, whichever is later.

5.1.3.2. Employees Retiring After November 1, 2008

For COUNTY retirees, the COUNTY shall pay a specific amount, as defined in Section 22892 of the California Government Code, which is adjusted annually based on inflation, towards the retiree's CalPERS affiliated medical insurance premium. In addition, for those employees who retired from County service after November 1, 2008 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 fifty percent (50%) of the group health insurance medical premium for active employees with employee-only coverage under the same health plan, minus the statutorily required amount referenced above. Such stipend shall be discontinued once the employee reaches sixty-five (65) years of age or is eligible for Medicare coverage, whichever is later. For those employees who retired from County service after November 1, 2008 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 seventy five percent (75%) of the group health insurance medical premium for active employees with employee-only coverage under the same health plan, minus the statutorily required amount referenced hereinabove. Such stipend shall be discontinued once the employee reaches sixty-five (65) years of age or is eligible for Medicare coverage, whichever is later.

5.1.3.3. 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.

5.1.3.4. 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.

5.1.4. INSURANCE OPT-OUT WITH ALTERNATIVE COVERAGE

Employees may waive health care coverage in its entirety, i.e. medical, dental, and vision insurance. Eligibility for the opt-out, cash-in-lieu benefit shall be conditioned upon meeting the current Affordable Care Act's (ACA) definition of an "eligible opt out arrangement". Employees wishing to receive the cash-in-lieu benefit described below are required to provide to the COUNTY proof of similar, employer-sponsored coverage in such a form as the COUNTY may require, in addition to any documentation/certifications/attestations/etc. required to demonstrate compliance with the ACA's current definition of "eligible opt out arrangement". Employees waiving health care coverage who are eligible for the opt-out stipend shall receive two hundred (\$200.00) per month cash in lieu. 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.

5.1.5. GROUP LIFE INSURANCE

The COUNTY shall pay the cost for basic, group life insurance for eligible employees and their qualified dependents.

5.2. PERS

5.2.1. Employee's PERS Contribution

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 nine percent (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 fifty percent (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" military service time at no cost to the COUNTY.

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5.3. PERSONAL PROPERTY REIMBURSEMENT

Employees shall be paid the reasonable cost of replacing or repairing personal property necessarily worn or carried by the employee which is damaged or

destroyed in the line of duty as outlined in the Sheriff's Department Equipment Policy. Payment shall be made only when the loss was not due, to any significant extent, to the fault or negligence of the Employee. Employees must agree to subrogate any recovery of costs from other parties. The rules and regulations governing property reimbursement, including maximum reimbursement amounts for certain items, shall be as provided in the Sheriff's Department Equipment Policy. The maximum reimbursement for watches shall be forty dollars (\$40.00).

5.4. UNIFORMS

5.4.1. Uniform Equipment Allowance

Eligible employees of the Sheriff's Department shall be entitled to receive an allowance for uniforms and equipment. Employees defined as "classic" members shall receive fifty dollars (\$50) per month for a uniform allowance, subject to PERS, and eighty three dollars and thirty four cents (\$83.34) per month for an equipment allowance, which is not subject to PERS. Employees defined as "new" members shall receive fifty dollars (\$50) per month for a uniform allowance and eighty four dollars and thirty four cents (\$83.34) per month for an equipment allowance, neither of these allowances are subject to PERS. The items required to be purchased with this allowance are itemized in Attachment "B".

Newly hired deputies shall receive his/her initial uniform/equipment allowance of sixteen hundred dollars (\$1,600) upon appointment; however, if he/she fails to complete the first year of employment, the uniform/equipment allowance shall be returned , on a pro-rated basis, to the County as a deduction from the employee's last paycheck

Employees who transfer from Corrections into a deputy position shall receive eight hundred dollars (\$800) uniform/equipment allowance upon transfer, however, if he/she fails to complete his/her probationary period, the uniform/equipment allowance shall be returned, on a pro-rated basis, to the County as a deduction from the employee's last paycheck

Eligible ASSOCIATION members working in the classification of District Attorney Investigator shall receive an equipment allowance in the amount of forty one dollars and sixty seven cents (\$41.67) per month.

Newly hired or transferred investigators shall receive his/her initial equipment allowance of five hundred dollars (\$500) upon appointment; however, if he/she fails to complete the first year of employment, the equipment allowance shall be returned, on a pro-rated basis, to the County as a deduction from the employee's last paycheck.

5.4.2. Change of Uniforms

The COUNTY shall provide advance notice to the ASSOCIATION on uniform changes being considered. Upon request, the COUNTY shall provide the opportunity to meet with the ASSOCIATION regarding these matters. There is no

obligation to meet and confer on optional standards, voluntary trial tests and other non-mandatory requirements.

5.5. SAFETY EQUIPMENT

5.5.1. Defined

The following items are defined as safety equipment which shall be provided by the COUNTY:

1. Chemical agents
2. Patches
3. Standard Duty Weapon
4. Hand-held Radio

5. Level IIIA Ballistic Vest, fitted to each employee, by the vest vendor or a vendor approved agent, upon issuance. The employee has a responsibility to maintain the vest and the fit of the vest until it expires.

5.5.2. Implementation

Items defined hereinabove as safety equipment shall be provided to all newly-hired or newly transferred employees assigned duties requiring their use. Current employees shall be provided the items on an as-needed replacement basis provided that the existing equipment was not intentionally damaged. 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 Sheriff 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.

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 resolution proposed at the informal level, the grievant may, within ten (10) days of the receipt of such answer, file a formal written grievance with his/her immediate supervisor on a form provided by the COUNTY. The supervisor shall within ten (10) days have a meeting with the grievant and within ten (10) days thereafter give a written answer to the grievant on the form provided.

6.3.2. Level 2:

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

6.3.3. Level 3:

If the grievant is not satisfied with the division commander's answer, the grievant may, within ten (10) days from the date of such answer, file a written appeal to the department head 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 department head 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.

6.3.4. Level 4:

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 thereafter.

6.3.5. Level 5:

If the grievant is not satisfied with the Human Resources Director's written answer to the grievance, the grievant may, within ten (10) days of the date of receipt of

such answer, file an appeal for hearing and final determination by the Board of Supervisors. The appeal, along with any documentation, shall be forwarded to the Clerk of the Board with a copy to the Human Resources Director. It shall be placed on the next available regular meeting agenda, at which time a date shall be set for hearing by the Board. Such hearing shall be public unless mutually agreed otherwise. 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. No later than two (2) weeks after the hearing, the Board shall issue a written final decision in the matter which shall be based upon the evidence and arguments presented to it by the respective parties at the hearing.

6.4. HEARING OFFICER

Within five (5) days of the filing of the grievance appeal with the Board, either or both parties may elect to refer the matter to a hearing officer. The hearing officer may be selected by mutual agreement or through requesting of names of five (5) hearing officers who practice in the area from the American Arbitration Association. In the latter case, the hearing officer shall be selected by the parties alternately striking names. The party to strike names first shall be selected by lot. 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 and shall render a written decision denying or sustaining the grievance. In rendering a decision, the hearing officer shall adhere to the applicable MOU and COUNTY rules. Further, the hearing officer shall make a written recommendation as to the appropriate action to be taken. Copies of the decision and recommendation shall be sent to the employee and two (2) copies shall be sent to the County Human Resources Director, one (1) to be filed with the Board of Supervisors and one (1) to be filed in the employee's permanent personnel record. The Hearing Officer's report shall then be considered by the Board of Supervisors which may accept or reject or modify the recommendations of the Hearing Officer. The Board's action shall be final and binding on all parties. Costs of the Hearing Officer shall be shared equally by the COUNTY and the employee. Costs separately incurred by the parties in the hearing process shall be borne by the party incurring the cost.

6.5. GENERAL PROVISIONS

6.5.1. 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.

6.5.2. Manager's Time Limit for Response

If a supervisor, division commander, or manager fails to respond within the given time period, the grievant may appeal his/her grievance to the next higher level.

6.5.3. Employee Representation

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

6.5.4. 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.

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 notice 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 with 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 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 (2) copies shall be sent to the Human Resources Director, one (1) to be filed in the employee's permanent personnel records, and one (1) 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 submitted by the American Arbitration 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:

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- 7.2.2.1.** First: Employees without permanent status:
1. Extra-help employees
 2. Temporary employees

3. Provisional employees
4. Probationary employees

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 (2) evaluations utilized must have occurred at least one (1) 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 service in the affected classification and time of service in higher classes in Unit 16 within the currently assigned department, 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. For any employee who is reemployed after voluntary termination or discharge, seniority shall be measured from the date of his/her most recent appointment.

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.

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 (3) 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 may be contacted for purposes of this article.

7.4. VACANCIES IN COUNTY SERVICE

When a position covered by this MOU becomes vacant, notice of such vacancy shall be posted in each section in conspicuous places in order that all employees may be notified by the COUNTY for at least five (5) working days. If, in the opinion of the COUNTY, all things being equal, COUNTY employees will be given preferential placement to all job vacancies.

7.5. REVOLVING TRAVEL FUND

7.5.1. Amount

A Revolving Travel Fund in the amount of fifteen hundred dollars (\$1,500.00) will be established in the Sheriff's Department to provide for necessary travel advance funds when time will not permit employee travel advance funding through normal procedures. Except in situations where the employee has less than ten (10) days notice of the need for said funds, the employee shall make his or her request for a travel advance prior to ten (10) days from the date of departure.

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7.5.2. Accounting

The Revolving Travel Fund will be established and maintained in accordance with standard procedures relating to Petty Cash Funds in County of Lake departments.

7.5.3. Travel Advance Reimbursement

Employees issued advance travel money from the Revolving Travel Fund shall be individually responsible for reimbursing the fund after travel is completed. An employee shall reimburse said fund within ten (10) working days of his or her receipt of travel funds from the Auditor. An employee who must expend personal funds shall be reimbursed for his or her actual travel expenses so long as said expenses do not exceed the per diem reimbursement received by the COUNTY from the State.

7.6. PROBATIONARY PERIOD

7.6.1. Defined

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

7.6.2. Promotional Probationary Periods

Any person promoting from a correctional officer position to a peace officer position shall serve a twelve (12) month probationary period. Any peace officer promoting within the Sheriff's Department shall serve a six-month probationary period unless, and as a consequence of a substandard evaluation during that six-month period, the Sheriff at his or her discretion and upon approval of the Human Resources Director determines to extend the probationary period for an additional six (6) months.

7.6.3. Failure to Complete Promotional Probation

Any employee who, following promotion, fails to satisfactorily complete the six-month probationary period or the extended probationary period described in paragraph 7.6.2. hereinabove, shall be permitted to demote to his/her prior classification with permanent status in that class resuming with the effective date of the demotion. Any person promoted to a deputy sheriff positions shall serve a twelve (12) month probationary period.

7.6.4. Eligibility for Promotion During Initial Probationary Period

Employees who have not completed the initial probationary period are not eligible for promotion to Sergeant or higher classification within the Sheriff's Department.

7.7. EXTRA WORK PROGRAM

Employees in the unit shall be allowed to work at a job in addition to his/her job with the COUNTY. The time employed at the additional job shall not exceed twenty (20) hours per week or twelve hundred (1200) hours per calendar year. Department head approval shall be necessary to avoid conflict of interest and conflict with scheduled department work hours for the extra hours so employed. No peace officer employed by the Lake County Sheriff's Department shall work off

duty in a private security capacity. Any extra work shall be in accordance with existing Sheriff's Department Policies and Procedures and County policy. No change in overtime assignments shall be affected thereby.

7.8. PEACE OFFICER BILL OF RIGHTS

The parties mutually acknowledge the requirements of Section 3300 et seq of the Government Code.

7.9. 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.

7.10. PURSUIT VEHICLE SAFETY AND INSPECTIONS

A member of the ASSOCIATION shall be included in a meeting to discuss pursuit vehicle safety and inspections in order to provide direct input from the users of such vehicles.

7.11. ACCIDENT REVIEW BOARD

A deputy, selected by the ASSOCIATION with the concurrence of the officer involved, shall be allowed to be a member of the Accident Review Board convened to review on-duty accidents involving ASSOCIATION members.

7.12. COPIES OF THE MOU

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

7.13. TAKE HOME CAR PROGRAM

The ASSOCIATION accepts the policy relative to assignment of County-owned pursuit vehicles to Deputy Sheriff's, as found in the Lake County Sheriff's Office Policy Manual 706.3, with the understanding that no compensation is provided while the Deputy Sheriff is traveling between home and work station unless the Deputy Sheriff is directed to respond to a call for service or the Deputy Sheriff is acting under the requirements of Section 1.h. of that policy.

7.14. ASSOCIATION TIME BANK

- 1) Purpose. An Association Time Bank (ATB) has been established for the purpose of allowing DSA members to request paid time off for Association business, including participation in Association sponsored training, conferences, and workshops.

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- 2) Subject employees. Those employees meeting each of the following criteria shall be subject to this section: a) members of the Association and b) have completed one (1) year of service with the County.
- 3) Contributions to the ATB. Upon execution of this MOU, each subject employee shall contribute two and one half (2.5) hours of vacation leave to the ATB. In August of each year, each subject employee shall contribute an equal amount of hours, or a portion thereof as determined by the Association President, up to two and one half (2.5) hours of vacation leave to the ATB. The Association authorizes the Auditor's Office staff to conduct the initial and subsequent contributions automatically without further permission from each employee. If not utilized by the Association within the year it is contributed, time in the ATB shall not be returned to the contributing members, nor shall this time be subject to cash-out, but rolled over to the next year's ATB. This time shall become property of DSA and shall be banked.
- 4) Use of Time from the ATB. ATB requests shall follow the same policy for approval as vacation time. ATB time requests shall be approved unless staffing is required on an overtime basis in order for the request to be approved. The Sheriff's management staff reserves the right to approve ATB requests which incur overtime costs. ATB time shall not supersede previously approved vacation requests of other Sheriff's personnel. Any request of ATB time shall require the approval of the President prior to submission. When requesting the use of time from the ATB, the employee shall submit a form, mutually agreed upon by the Association, the Sheriff, and the County Auditor-Controller.
- 5) Hold Harmless. The Association shall hold the COUNTY, its officers and employees harmless for transferring the vacation time from subject employees as provided for in this Section.

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 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 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.

8.4. 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 December 31, 2019, 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 February 28, 2019, 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.

8.5 COUNTY'S COMMITMENT DURING MOU

During the term of the agreement, the County agrees to engage in the following activity:

1. Prioritize completion of the Classification and Compensation review of the DSA;
2. Work to create more income within Lake County, including, but not limited to, tax initiative, creation of business opportunities, and economic development;
3. Meet on non-economic issues at the request of the DSA.
4. The COUNTY and ASSOCIATION agree to begin bargaining for a successor MOU upon the completion of the Classification and Compensation Study or November 1, 2019, whichever is sooner.

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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

DEPUTY SHERIFF'S ASSOCIATION

CHAIR, Board of Supervisors

Representative,
Deputy Sheriff's Association

President,
Deputy Sheriff's Association

ATTEST:
Carol J. Huchingson
Clerk to the Board

By: _____
Deputy

APPROVED AS TO FORM:
ANITA L. GRANT
County Counsel



AUDITOR REVIEW
CATHY SADERLUND



