

MEMORANDUM OF UNDERSTANDING  
BY AND BETWEEN  
THE  
LAKE COUNTY  
CORRECTIONAL OFFICERS  
ASSOCIATION  
AND  
THE COUNTY OF LAKE  
FOR CALENDAR YEARS  
July 9, 2019 – December 31, 2019



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## **1. GENERAL PROVISIONS**

### **1.1. PEACE OFFICER STATUS**

Employees classified as Correctional Officers shall be reclassified as Deputy Sheriff—Corrections and shall have as Peace Officers status under PC Section 830.1(c).

### **1.2. 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 Correctional Officers' Association, hereinafter called the ASSOCIATION.

### **1.3. 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.

#### **1.3.1. 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

#### **1.3.2. Association Agents**

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

Lake County Correctional Officers' Association  
P.O. Box 35 Lakeport, CA  
95453

### **1.4. RECOGNITION**

The ASSOCIATION is hereby acknowledged as the recognized employee organization for permanent positions in the Law Enforcement Basic Unit, as shown in 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.

### **1.5. ASSOCIATION RIGHTS**

#### **1.5.1. Dues Deduction**

The COUNTY agrees to continue the present ASSOCIATION check-off system whereby ASSOCIATION dues, as established by the ASSOCIATION will be withheld

from ASSOCIATION members' pay. Such withholding of dues will be remitted promptly to the Treasurer of the ASSOCIATION, or such other officer as designated by the ASSOCIATION, along with a list of the employees who have had said dues deducted.

#### **1.5.2. 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 as straight time.

#### **1.5.3. Use of Bulletin Boards**

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

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

#### **1.5.4. Representation**

The County and Association will continue to follow the provisions of this section. If either party finds that any subsection of this section is not working to their satisfaction, the parties agree to meet and confer regarding that subsection to determine agreeable solutions.

##### **1.5.4.1. Establishment of Stewards**

- a. ASSOCIATION shall furnish the County a list of designated stewards and provide written notification of any changes to such list.
- b. No more than six (6) employees may be designated as stewards.
- c. Upon request of employee, or on behalf of an ASSOCIATION-filed grievance, a steward may:
  1. Investigate an employee's grievance and assist in its preparation.
  2. Provide representation of employee at the interrogation, fact-finding, investigatory interview, or

similarly-purposed discussion which has as its purpose the gathering of facts to support potentially adverse actions.

3. Provide representation on EEOC complaints, disputes over modified duties/reasonable accommodation, and "return to work" hearings.
- d. Investigation of grievance or potentially adverse action shall not interfere with the work of other employees.
- e. A steward shall not be required to disclose, nor be subject to any punitive action for refusing to disclose, any information received from a represented employee under investigation for a non-criminal matter.
- f. COUNTY shall not unreasonably withhold or deny access to information or employees for the purposes of grievance preparation.

#### **1.5.4.2. Release Time**

- a. A release time bank is hereby established to allow stewards reasonable time for purposes of representing employees during working hours and/or to allow a maximum of six approved Association members reasonable time to attend Association-related training without the loss of compensation. Any Association member, whether or not a steward, must be approved by the governing body of the Association in writing prior to being allowed access to the release time bank for Association-related training.
  1. Any represented employee may donate time from any leave accounts other than sick leave, to be credited to the release time bank.
  2. Use of release time shall be charged against the bank on an hour-for-hour basis.
  3. A mutually agreed upon form shall be used to account for allocation of time to the bank and for the use of release time.
- b. County shall not interfere with nor deny designated stewards or approved Association members the right to reasonably utilize the release time from the bank for the purpose set forth in this section. Activities of the Association shall not interfere with the work of other employees nor inconvenience the department.
- c. Release time shall only be used for Association business. The purposes for use are as follows:
  1. Any and all aspects of Employee Representation;
  2. Association-related Training.
- d. The parties agree to meet and confer regarding additional details regarding this time bank.

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#### **1.5.4.3. Orientation**

- a. ASSOCIATION shall have access to all new employees with this Unit for the purposes of informing such employees of the additional benefits available to ASSOCIATION members. The ASSOCIATION shall attempt to set group meetings once a month to provide this service.
- b. A maximum of one (1) hour may be set aside during an employee's orientation for the above service. An ASSOCIATION representative will be designated as "Orientation Officer" and the Department will be notified who has been so designated and any changes in that designation.
- c. ASSOCIATION shall supply in advance to the Department a copy of all documents to be distributed to the new employees at orientation.
- d. ASSOCIATION agrees that nothing derogatory shall be said about COUNTY operations at this orientation.

### **1.6. 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 workforce; to increase or decrease the workforce 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 workload; to specify or assign work requirements and require overtime; to schedule working hours and shifts; to adopt rules of conduct and penalties for violation thereof; to determine the type and scope of work to be performed and the services to be provided; to determine the methods, processes, means, and places of providing services; to take whatever action is necessary to prepare for and operate in an emergency. Nothing in this Article shall be construed to limit, amend, decrease, revoke or otherwise modify the rights vested in the COUNTY by any law regulating, authorizing or empowering the COUNTY to act or refrain from acting.

## **2. COMPENSATION**

### **2.1. SALARY SCHEDULE**

#### **2.1.1. Five-Step Salary Schedule**

The Salary Schedule contained herein is a five-step salary schedule consisting of ENTRY, INTERMEDIATE, JOURNEY, ADVANCED and CAREER steps.

Unless advanced step hiring has been approved, every employee entering into represented classes, except by promotion or reclassification, covered by this Agreement shall begin his/her service in the ENTRY step.

## **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 or longevity level which provides for at least a five percent (5%) increase over his/her base salary prior to such promotion. If the employee being promoted, or whose position is reclassified to a higher level, is at step 5 or above in the former classification and will be at step 5 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 or longevity level which provides for at least a ten percent (10%) increase over his/her base salary prior to such promotion. If the employee being promoted, or whose position is reclassified to a higher level, is at step 5 or above in the former classification and will be at step 5 or above in the new classification, the employee's salary anniversary date will be maintained.

### **2.1.2.3. Promotion or Reclassification Between Supervisory Positions**

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 or longevity level which provides for at least a five percent (5%) increase over his/her base salary prior to such promotion. If the employee being promoted, or whose position is reclassified to a higher level, is at step 5 or above in the former classification and will be at step 5 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.

### **2.1.3. Eligibility**

Eligibility for progression through the five steps of the salary schedule shall be based upon at least one full year's satisfactory service at the preceding step, and a satisfactory performance evaluation as determined by the employee's department head. Employee's salary step increases shall become effective on the date the step increase became due.

## **2.2. SALARY**

The salary range for each classification shall be as shown in attachments "A" and "B" which are attached hereto and incorporated by reference herein. The salary range for each classification in attachment "A" reflects no changes from the previous agreement.

## **2.3. LONGEVITY**

The first year after an employee reaches the CAREER step, upon eligibility determination by the County Human Resources Director, the employee shall receive a two and one-half percent (2.5%) salary increase for longevity in the CAREER step. Each fifth year thereafter, the employee shall receive a two and one-half percent (2.5%) increase upon eligibility determination by the County Human Resources Director.

### **2.3.1. Longevity on 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. Any longevity increases accrued shall remain in effect to the extent such longevity increases are accrued in the previously held job classification to which the employee demotes. The employee shall maintain any longevity step that was previously accrued in the classification to which the employee is demoting.

## **2.4. SALARY FOR RECRUITMENT PURPOSES**

COUNTY reserves the right to adjust salaries for recruitment purposes as needed throughout the term of this agreement with the understanding that anyone in the same classification shall be moved in relation to the adjustment of his/her classification schedule.

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## **2.5. WORKING OUT OF CLASS**

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

An employee assigned to temporary duties of 180 hours 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 180 hours 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 181st hour of such duties for each hour so worked thereafter. An employee assigned to work out of class shall not work out of class for more than 220 hours without the express written approval of the employee.

### **2.5.3. Training and/or Evaluation**

None of the above shall preclude the department from rotating personnel into higher job classifications in order to effectuate departmental training and/or evaluation. Such time, specified prior to assignment, shall not be subject to the provisions of paragraphs 2.5.1 and 2.5.2 above.

## **2.6. SALARY DIFFERENTIALS**

### **2.6.1. Midnight Shift Differential**

An employee who is assigned a twelve-(12)-hour-shift, of which at least five hours are between 6 p.m. and 6 a.m., shall receive an additional two and one-half percent (2.5%) of base salary as shift differential for any such shift worked, and for hours contiguous to that shift. This provision shall be void and immediately inapplicable under all circumstances should the COUNTY implement a swing shift for any ASSOCIATION employees. In such an event, midnight shift differential shall be applicable only as to a safety employee who is assigned a shift of which at least five hours are between 10:00 p.m. and 8:00 a.m.; such an employee 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.

### **2.6.2. Advanced Training Differential**

Any Deputy Sheriff - Corrections who achieves the education, advanced training and experience levels described below shall receive an additional 2.5% of his/her base pay upon certification by the Sheriff or his/her designee that such training level/experience has been achieved. All training must be POST or STC approved training. Eligibility for this differential is upon, and does not vest until requested by the employee:

Advanced Degree	Training Points*	Yrs. Experience
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 Sheriff or his/her designee.

### **2.6.3. Facility's Training Officer Pay**

An employee assigned as a Facility's 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, review of personnel record and an oral review board. The employee shall be paid at the same step level as he/she is currently assigned and his/her anniversary date shall not change as a result of his/her assignment. No more than eight employees shall be assigned as Facility Training Officers at any one time.

### **2.6.4. Bilingual**

When certified bilingual, through the COUNTY's standard bilingual certification process, in Spanish, or another language determined needed by the Sheriff, an employee shall receive two and one-half percent (2.5%) of his or her base pay rate for all hours worked.

### **2.6.5. Transportation Officer**

When assigned to the transportation division an employee shall receive an additional two and one-half percent (2.5%) of his/her base pay rate for all hours he/she is assigned by the Sheriff to the transportation division. The employee shall be paid at the same step level as he/she is currently assigned and his/her anniversary date shall not change as a result of his/her assignment.

### **2.6.6 Special Emergency Response Team (SERT)**

When assigned to the SERT an employee shall receive an additional two and one-half percent (2.5%) of his/her base pay rate to act in the capacity of a SERT member. Such assignments by the Sheriff shall be made on a basis of a selection process that includes but is not limited to a completed application, review of personnel record and an oral review board. The employee shall be paid at the same step level as he/she is currently assigned and his/her anniversary date shall not change as a result of his/her assignment.

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#### **2.6.7. Classification Officer**

When assigned as Correctional Classification Officer, the employee shall receive an additional two and one-half percent (2.5%) of his/her base pay rate for all hours assigned by the Sheriff to act in the capacity of Classification Officer. 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. The employee shall be paid at the same step level as he/she is currently assigned and his/her anniversary date shall not change as a result of his/her assignment.

#### **2.6.8. Firearms Instructor**

When assigned as Correctional Firearms Instructor, the employee shall receive an additional two and one-half percent (2.5%) of his/her base pay rate for all hours he/she is assigned by the Sheriff to act in the capacity of Firearms Instructor. 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. The employee shall be paid at the same step level as he/she is currently assigned and his/her anniversary date shall not change as a result of his/her assignment. No more than two officers shall serve as Firearms Instructors at any one given time.

#### **2.6.9. Gang Intelligence Officers**

When assigned as Gang Intelligence Officer, the employee shall receive an additional two and one-half percent (2.5%) of his/her base pay rate for all hours he/she is assigned by the Sheriff to act in the capacity of Gang Intelligence Officer. 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. The employee shall be paid at the same step level as he/she is currently assigned and his/her anniversary date shall not change as a result of his/her assignment. No more than two officers shall serve as Gang Intelligence Officers at any one given time.

### **2.7. ADDITIONAL COMPENSATION**

#### **2.7.1. Communications Operator Training Pay**

When assigned as a Communications Operator Training Officer the employee shall receive an additional two and one-half percent (2.5%) of his/her base rate for all hours he/she is assigned by the Sheriff to act in the capacity of Communications Operator Training Officer. The Sheriff shall assign no more than two (2) Communication Operator Training Officers at any one time. 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. The employee shall be paid at the same step level as he/she is currently assigned and his/her anniversary date shall not change as a result of his/her assignment.

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#### **2.7.2. Lead Communications Operator Training Pay**

When assigned as the Lead Communications Operator the employee shall receive an additional Five Dollars (\$5.00) per shift he/she is assigned.

#### **2.7.3. Officer in Charge**

When assigned to be the Officer in Charge, the employee shall receive an additional Five Dollars (\$5.00) per shift so designated.

#### **2.7.4. Canine Officer**

An employee who is assigned by the Sheriff to be responsible for care of the department's police dog shall receive eighty-seven dollars and twenty-three cents (\$87.23) per monthly pay period 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. 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).

### **3. HOURS OF WORK**

#### **3.1. GENERAL**

Except as may be otherwise provided in the County Personnel Rules, or by this MOU, the work week of non-safety unit members shall normally consist of shifts not to exceed forty (40) hours in any seven (7) day work week 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, or flextime use per county policy, the employee shall be given seven (7) calendar days notice of any change in work schedule.

Except as may be otherwise provided in the County Personnel Rules, or by this MOU, the work week of safety unit members shall normally consist of shifts not to exceed eighty-four hours in any fourteen (14) day work week 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 seven (7) calendar days notice of any change in work schedule.

#### **3.2. EMERGENCY DEFINED**

For purposes of this section, "Emergency" shall be defined as an unforeseen

circumstance requiring immediate action; a sudden, unexpected happening, an unforeseen occurrence or condition.

### **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**

It is hereby agreed that unit employees shall be compensated for overtime hours assigned and worked in excess of the normal work shift at 1-1/2 times the hourly rate of pay, or compensatory time off at time and one-half, at the employee's option.

#### **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.

#### **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 time and one-half.

#### **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 work week. Such assignments, if scheduled two weeks in advance, shall result in a minimum credit of two hours. If not scheduled two weeks in advance, such assignments shall be credited and compensated in the same manner as call back.

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### **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.

#### **3.5.5.1. Seniority Shift Bidding, Voluntary Overtime and Mandatory Overtime:**

In accordance with current departmental policies and practices, employees shall have the option of bidding for shift assignments and voluntary overtime based upon seniority as defined hereinabove. Mandatory overtime assignments shall be based upon seniority in reverse order with the most junior employee being assigned mandatory overtime first. Nothing in this section shall restrict management from making the necessary shift and overtime assignments regardless of seniority for the sake of operational efficiencies, safety needs, or other requirements, as determined by the Sheriff.

### **3.6. COURT TIME**

Employees who must report for a court appearance or other official hearing outside of their regularly scheduled work shift shall be guaranteed four (4) hours credit at time and one-half. Compensated hours under this section shall not be included in the determination of total hours worked in a monthly pay period.

### **3.7. STANDBY PAY - COMMUNICATIONS OPERATORS**

One communications operator shall be permitted to be on-call per shift; such on-call coverage is limited to a maximum of five days each week. Subject to that limitation, the shifts and frequency would be at the discretion of the Sheriff. The County shall pay the communications operator who is on-call \$50.00 per shift.

## **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:

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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

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 vacation leave in the pay period after it is accrued. Employees shall be permitted to schedule annual vacation leave in three (3) increments each calendar year. An employee who takes a vacation day while assigned to a scheduled twelve (12) hour or ten (10) hour shift shall be charged with twelve (12) hours or ten (10) hours respectively of vacation.

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

#### **4.1.6. Bid Process**

For the term of this Agreement, a vacation bid process shall be employed pursuant to the terms and conditions agreed upon by the ASSOCIATION and the Sheriff or the Sheriff's designee. Vacation bidding shall be done by seniority.

#### **4.1.7. Maximum Vacation Accrual Limits**

Employees may accrue up to 260 hours of vacation leave.

#### **4.1.8. 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.

#### **4.1.9. Scheduling Time-Off**

When an employee has submitted a written request for time off 30 days in advance, a response shall be provided within 7 days, and if approved, said time off shall only be rescinded to meet unanticipated departmental needs of an emergency nature.

#### **4.1.10. Vacation Cash Out**

Employees with two hundred (200) or more hours of accrued vacation leave may make a one-time request and receive compensation for up to forty (40) hours of unused vacation time. Such vacation cash out will 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. The County shall meet and confer with Association on any proposed change in the County's Personnel Rules related to sick leave accumulation and usage.

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

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

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

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<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. Sick Leave Cash Out**

Employees 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 a classification other than Correctional Sergeant shall receive no more than twenty (20) hours cash in lieu of sick leave hours in any one fiscal year. Employees who are in the classification of Correctional Sergeant shall receive no more than forty (40) hours cash in lieu of sick leave hours in any one 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 calendar year.

#### **4.3.2. Notice of Intent to Return to Duty Required**

No later than two 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.

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#### **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.

#### **4.4. LEAVE OF ABSENCE FOR ACADEMY TRAINING**

Deputy Sheriff-Corrections will be permitted a leave of absence without pay to attend a Basic Post-approved academy intended to satisfy the basic training requirements for qualification as a Deputy Sheriff candidate.

#### **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 25<sup>th</sup> falls on, if December 25<sup>th</sup> falls on a weekday. If December 25<sup>th</sup> falls on a Saturday or Sunday, the 23<sup>th</sup> through 29<sup>th</sup> of December.)
12. Any other holiday declared by the Board pursuant to State law.

##### **4.5.2. Holiday Observance**

Any holiday, except Winter Holiday as stated in section 4.5.1(11), which falls on a Sunday shall be observed on the following Monday. Any holiday, except Winter Holiday as stated 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.

#### **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](http://www.randmcnally.com)}, using the employee's residence as the starting point and the site of the memorial or funeral as the end point.

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

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

##### **4.6.1. 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**

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 \$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. Retirees' Coverage**

##### **5.1.3.1. Employees Retiring Prior To November 1, 2008**

For COUNTY retirees, who retired from County service prior to November 1, 2008 with fifteen 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 50% of the group health insurance medical premium for active employees with employee-only coverage under the same health plan. Such stipend shall be discontinued once the employee reaches sixty-five 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 75% of the group health insurance medical premium for active employees with employee-only coverage under the same health plan. Such stipend shall be discontinued once the employee reaches sixty-five 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, who retired from County service after November 1, 2008 with fifteen years of total County service as a permanent employee, of which 5 years must be continuously served immediately prior to retiring, who participate in the County's retiree insurance program, the County shall

pay a monthly stipend to the retiree which is equivalent to 50% of the group health insurance medical premium for active employees with employee-only coverage under the same health plan. Such stipend shall be discontinued once the employee reaches sixty-five 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 years of total County service as a permanent employee, of which 5 years must be continuously served immediately prior to retiring, who participate in the County's retiree insurance program, the County shall pay a monthly stipend to the retiree which is equivalent to 75% of the group health insurance medical premium for active employees with employee-only coverage under the same health plan. Such stipend shall be discontinued once the employee reaches sixty-five 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 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 or twenty 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 II V(B.) herein, the employee maintains eligibility and the requirement to work at least 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.

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### **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**

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).

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.

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.

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.

### **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.

## **5.3. PERSONAL PROPERTY REIMBURSEMENT**

Employees shall be paid the reasonable cost of replacing or repairing personal property necessarily worn or carried by the employee that is damaged or destroyed in the line of duty. 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 COUNTY shall establish reasonable rules and

regulations governing property reimbursement, including maximum reimbursement amounts for certain items. The maximum reimbursement for watches shall be \$40.00.

#### **5.4. UNIFORMS/EQUIPMENT**

##### **5.4.1. Uniforms/Equipment Allowance**

Eligible employees of the Sheriff's Department with the rank of Correctional Aide, Deputy Sheriff—Corrections I, II, and Sergeants shall be entitled to receive an allowance for uniforms and equipment. Employees defined as "classic" members shall receive \$85 per month for a uniform allowance, subject to PERS, and \$15 per month for an equipment allowance, which is not subject to PERS. Employees defined as "new" members shall receive \$85 per month for a uniform allowance and \$15 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 Section 5.5.1.

Newly hired Correctional Aides, Deputy Sheriff-Correction I, II, and Sergeants shall receive his/her initial uniform/equipment allowance of \$1,200 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

Allowances for uniforms and equipment, as described above, are to be paid in the manner as prescribed by the County Auditor on a monthly basis. Both parties agree to a committee consisting of one ASSOCIATION member, one County Administration representative, and one Sheriff Administrative representative to study the costs in uniform purchase and maintenance.

##### **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

##### **5.4.3. New Hires**

Newly hired Deputy Sheriff-Corrections shall receive his/her initial uniform/equipment allowance of \$1,200 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.

#### **5.5. SAFETY EQUIPMENT**

##### **5.5.1. Defined**

Safety equipment consists of County issued and Employee provided items, as

identified in the lists below. The following items are defined as safety equipment which shall be provided by the COUNTY:

1. Batons
2. Chemical agents
3. Flashlights
4. Handcuffs
5. Radio
6. Patches
7. Cut down knife
8. Body Armor (for those in Transportation Unit assignments who request the armor and certify that they intend to use it)
9. Standard Duty Weapon
10. Stab Vest (provided for SERT and other high-risk escorts). At least fifteen (15) stab-proof vests located in a mutually-agreed location at the Facility available to all on-duty staff.
11. Taser
12. Badge
13. Identification Card

The following items are defined as safety equipment which shall be provided by the Employee according to standards adopted by the Sheriff:

1. Class A & B uniforms
2. Winter Coat
3. Key Holder
4. Standard Gun Holster
5. Magazine and/or Speed Loader Case
6. Baton Holder
7. Handcuff case
8. Rain gear
9. Duty Belt, Inner Belt, Belt Keepers
10. Cut-down Knife Holder
11. Chemical Agent Holder
12. Flashlight Holder
13. Guard one Holder
14. Glove Holder

#### **5.5.2. Implementation**

Items defined hereinabove as COUNTY issued safety equipment shall be provided to all newly-hired 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. Upon ratification of the MOU, the County will no longer provide new

equipment under the employee list aforementioned and eligible employees will begin providing their own equipment within one-year, pursuant to minimum standards established by the Sheriff. The Sheriff will solicit the views of the ASSOCIATION prior to these decisions.

#### **5.6. SAFETY PERSONNEL RETIREMENT BADGE**

The ASSOCIATION will provide all safety personnel that retire in good standing a retirement identification badge and a flat badge within sixty (60) days of retirement.

### **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* five (5) days to *give* an answer to the employee.

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### **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 five (5) 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 three (3) days have a meeting with the grievant and within five (5) 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 five (5) 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 five (5) days thereafter.

#### **6.3.3. Level 3:**

If the grievant is not satisfied with the written answer from the department head, the grievant may, within five (5) days from the date of such answer, file a written appeal to the County Human Resources Director, or his/her designee, who shall initiate an investigation of the grievance, which may include a meeting with the concerned parties, and shall give a written answer to the grievant within fifteen (15) working days thereafter. The time within which to conduct this investigation may be extended upon the mutual consent of the grievant and the Human Resources Director.

#### **6.3.4. Level 4:**

If the grievant is not satisfied with the Human Resources Director's written answer to the grievance, the grievant may, within five (5) 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.

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#### **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 copies shall be sent to the County Human Resources Director, one to be filed with the Board of Supervisors and one 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.

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#### **6.5.4. Waiver of Limits and Levels**

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

#### **6.5.5. Appeals**

The employee shall receive regular pay for that time in the appeals process which is part of their normal duty shift but shall not receive any compensation for time spent outside of their normal duty shift.

### **7. MISCELLANEOUS PROVISIONS**

#### **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, or suspension without pay. 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, along with references to rules violated; (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. Disciplinary Rights**

###### **7.1.2.1. Time Limit**

The time limits in the Police Officer Bill of Rights shall govern.

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#### **7.1.2.2. Representation**

All ASSOCIATION members shall be entitled to the presence of a representative of their choice at any interview that could result in adverse action to the employee.

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

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

### **7.1.4.1. 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.

### **7.1.4.2. 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.

### **7.1.4.3. 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.

### **7.1.4.4. 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:**

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

#### **7.2.3. Seniority Defined**

Seniority shall be measured from the employee's initial appointment to COUNTY service in the affected classification, 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.

##### **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. Any longevity increases shall remain in effect.

### **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 months following the date of layoff, upon written request by 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 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 shall be limited to twelve (12) months from the date of separation from COUNTY service. A six (6) month extension may be requested in writing from the Human Resources Director; however under no circumstances shall reemployment rights extend more than eighteen (18) months from the date of separation from COUNTY service.

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

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

#### **7.3.7. Employee Responsibility for Contact Means**

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. HIRING PREFERENCE**

Existing COUNTY Deputy Sheriff-Corrections shall be given a five (5) point scoring preference for safety positions.

### **7.6. REVOLVING TRAVEL FUND**

#### **7.6.1. Amount**

A Revolving Travel Fund in the amount of \$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.

**7.6.2. 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.

**7.6.3. 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.

**7.7. PROBATIONARY PERIOD**

**7.7.1. Defined**

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

**7.7.2. Promotional Probationary Periods**

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

**7.7.3. Failure to Complete Promotional Probation**

Any employee who, following promotion, fails to satisfactorily complete the six-month probationary period shall be permitted, to demote to his/her prior classification with permanent status in that class resuming with the effective date of the demotion.

**7.7.4. No Promotion During Initial Probationary Period, Exception**

Employees who have not completed the initial probationary period are not eligible for promotion to Correctional Sergeant or higher classification.

**7.8. 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. Employees shall not be allowed to work as paid security.

**7.9. PEACE OFFICER BILL OF RIGHTS**

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

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#### **7.10. TRANSPORT VEHICLE SAFETY AND INSPECTIONS**

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

#### **7.11. ACCIDENT REVIEW BOARD**

An ASSOCIATION member, 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. 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 and Vacation Time, pursuant to existing County policy, from individuals volunteering said time 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.

#### **7.13. COPIES OF THE MOU**

The COUNTY shall provide sufficient copies of this MOU for distribution to all ASSOCIATION members. Each newly-hired employee shall receive a copy of the applicable MOU at orientation.

#### **7.14. NOTICE OF START OF NEGOTIATIONS**

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.

#### **7.15. PRE-RETIREMENT DEATH BENEFIT**

COUNTY shall provide, pursuant to its contract with Cal PERS, a Section 21548 Pre-Retirement Optional Settlement 2 Death Benefits to the family of an active, miscellaneous employee, eligible for PERS retirement, who dies prior to retirement from COUNTY service.

### **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.

### 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 December 31, 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.

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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

LAKE COUNTY  
CORRECTIONAL OFFICER'S ASSOCIATION

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

\_\_\_\_\_  
President,  
Correctional Officers' Association

ATTEST: Carol J. Huchingson  
Clerk to the Board

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

\_\_\_\_\_  
Representative,  
Correctional Officers' Association

APPROVED AS TO FORM:  
ANITA L. GRANT  
County Counsel



AUDITOR REVIEW  
CATHY SADERLUND  
Auditor-Controller

