

MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
THE LAKE COUNTY
SHERIFF'S MANAGEMENT
ASSOCIATION
AND
THE COUNTY OF LAKE
November 1, 2020 – October 31, 2021



1. GENERAL PROVISIONS

1.1 PARTIES TO THE MEMORANDUM

This Memorandum of Understanding (hereinafter referred to as "MOU") has been executed by a representative of the Board of Supervisors of the County of Lake, hereinafter referred to as the COUNTY, and by representatives of the Lake County Sheriff's Management 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 Sheriff's
Management Association
1220 Martin Street
Lakeport, CA 95453

1.3 RECOGNITION

The ASSOCIATION is hereby acknowledged as the recognized employee organization for permanent positions in Unit 17, 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.

1.4.2. Use of Bulletin Boards

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

1. COUNTY will provide space for bulletin boards, the use of established intercommunication systems, and meeting rooms.
2. COUNTY will 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.

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.

2. COMPENSATION

2.1. SALARY SCHEDULE

2.1.1. Five Step Salary Schedule

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

2.1.2. Salary and Promotion

An employee who is promoted, or who is reclassified from a management classification to another management classification, shall receive a salary at the first step of the higher class or at the step that provides for at least a 5% increase over their base salary prior to such promotion. If the employee being promoted, or whose position is reclassified to a higher level, is at Step 5 in the new classification, the employee's salary anniversary date will be maintained.

An employee whose prior classification was not management and who is promoted or reclassified to a management classification, other than an elected official or appointed department head classification, shall receive a salary at the first step of the higher class or at the step which provides for at least a 10% increase over their based salary prior to such promotion. If the employee being promoted, or whose position is reclassified to a higher level, is at Step 5 in the former classification and will be at Step 5 or above in the new classification, the employee's salary anniversary date will be maintained.

2.2 SALARY

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

The CPS-HR Classification and Compensation (CC) Study dated October 1, 2019 shall be implemented at 80% of market median (Market 80).

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 Advanced Training Differential

Any Lieutenant—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 Experience	Training Points*	Yrs.
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.

2.5. Longevity pay

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

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

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has been previously accrued in the classification to which the employee is demoting.

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

2.6. WORKING OUT OF CLASS

2.6.1. 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.

2.6.2. 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.

2.7. INCENTIVE PAYS

2.7.1. Intermediate, Advanced and Supervisory POST Incentive Pay

Each law enforcement management 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, 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.

2.7.2. Bilingual Differential

All Management 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.

2.7.3. Educational Incentives or Management POST Certificate

Upon demonstrated proof of attainment of a bachelor's degree in a relevant field (e.g. administration of justice, public administration, business administration, accounting, etc.) or Management POST Certificate employees shall receive one educational incentive bonus of 2.5% above their base salary.

3. OVERTIME

Management employees shall not receive any compensation for overtime worked except pursuant to this subsection.

3.1. OVERTIME IN CERTAIN BOARD DESIGNATED EMERGENCIES

Management employees shall be eligible for straight-time overtime pay when working beyond forty (40) hours in a week as Disaster Service Workers due to a Board of Supervisors' declared emergency that is concurrent with an active Emergency Operations Center (EOC). Such straight-time overtime must be specifically authorized by Board of Supervisors' resolution and shall be paid in cash, and capped at a maximum of forty (40) hours per each authorized incident.

3.2. OVERTIME FOR GRANT REIMBURSEMENT AND SERVICE CONTRACTS

Management employees shall be eligible for straight-time overtime pay when working beyond forty (40) hours in a week on reimbursed projects or events where the overtime worked is reimbursed to the County from an outside source. Such straight-time overtime must be specifically authorized by the Sheriff, or his/her designee. The Lake County Deputy Sheriff's Association members shall have the right of first refusal on all grant reimbursed projects or service contracts.

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	120 hours
2) After 5 years but less than 20 years	160 hours
3) After 20 years	260 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 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. Payment Upon Separation

Accrued but unused vacation leave shall be paid upon retirement or termination.

4.1.4. 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.

4.1.5. Maximum Vacation Leave Accruals

Employees may accrue up to 280 hours of vacation leave.

4.1.6. 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.

4.2. 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

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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.

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

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 hours. Employees shall receive no more than sixty (60) 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

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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.

4.4. COUNTY DECLARED HOLIDAYS

4.4.1. Holidays Defined

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

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

4.4.2. Holiday Observance

Any holiday, except Winter Holiday, as stated above in subsection 4.4.1, which falls on a Sunday shall be observed on the following Monday. Any holiday, except Winter Holiday, as stated above in subsection 4.4.1, which falls on a Saturday shall be observed on the preceding Friday.

4.4.3. Holidays Worked

Management employees are not eligible for additional compensation for working on County holidays, except as allowed in the Emergency Overtime provisions. Management employees who are required to work on holidays may be provided equivalent time off within the same pay period or within the succeeding sixty (60) day period. Management employees are not eligible for additional compensation for working on County holidays, except pursuant to Sections 3.1 and 3.2.

4.4.4. Administrative Leave

Management employees shall be entitled to receive forty (40) hours of administrative leave annually or the equivalent cash in lieu. Employees

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appointed after April 1st of a fiscal year shall not be entitled to any administrative leave for that fiscal year and shall not receive any allocation of administrative leave until July 1st of the following fiscal year. The annual allowance for administrative leave shall not accrue from one fiscal year to another fiscal year. Employees in positions allocated less than full-time shall receive a proportionate amount of administrative leave hours. Employees with less than one year of service shall be entitled to receive a pro rata share of the forty (40) hours (except employees appointed after April 1st as stated above).

Employees who terminate County service or who otherwise discontinue serving in a management classification before the end of the fiscal year, and who have used administrative leave hours greater than the pro rata share to which they are entitled shall have the cash equivalent of those hours deducted from their separation pay or deducted from their next payroll check if they are continuing in County service.

4.5. 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.

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 (\$1,000.00) per month toward the COUNTY-sponsored medical, dental, vision and life group insurance plan for each employee who enrolls in a COUNTY-sponsored group medical, dental, vision, and life 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, vision and life insurance premium. In no event shall the COUNTY's financial obligation exceed the actual monthly premium for an employee's medical, dental, vision, and life 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 (currently set at .30% of the premium) 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, vision, and life insurance coverage.

5.1.3. Retirees' Coverage

5.1.3.1 For County retirees, who retire from County service with fifteen (15) years of total County service as a permanent employee, of which five (5) years must be continuously served immediately prior to retiring, who participate in the County's retiree insurance program, the County shall pay a monthly stipend to the retiree which is equivalent to 50% of the group health insurance medical

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

5.1.3.2 Break in Service Due to Layoff

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

5.1.3.3 Discontinue Allowance for Break in Service

Notwithstanding the above, employees whose original hire date or re-hire date is November 1, 2011 or later, shall not be eligible for the retiree health insurance monthly stipend unless they have either 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 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 (not life insurance). Proof of similar coverage is required to be provided to the COUNTY in such a form as the COUNTY may require. The COUNTY shall pay the monthly life insurance premiums for any employee who chooses to waive health coverage in its entirety while employed by the COUNTY. Employees waiving health care coverage shall receive \$200.00 per month cash in lieu.

5.1.5. CALPERS Health Insurance

During the term of this agreement, the COUNTY and ASSOCIATION agree to meet and confer regarding options to eliminate the COUNTYS long-term liability associated with the CalPERS health insurance plan.

5.2. PERS

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

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 9% of the employee's gross pay to be paid as a pre-tax payment as currently provided by IRS Code Section 414(h)(2).

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

5.2.2 PERS Final Compensation

For purposes of determining a retirement benefit, final compensation for employees covered by Section 5.2 will be based on the highest salary received during any consecutive 36 month period of employment. Except as disallowed by law, the salary used for this calculation will include the employee's base salary plus incentive pay provided for Intermediate, Advanced, Supervisory and Management POST certificates, Education incentive, and Uniform allowance.

5.2.3. 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.

5.2.4. Military Buy Back

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

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 Office 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

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parties. The rules and regulations governing property reimbursement, including maximum reimbursement amounts for certain items, shall be as provided in the Sheriff's Office Equipment Policy. The maximum reimbursement for watches shall be \$40.00.

5.4. UNIFORMS

5.4.1. Uniform/Equipment Allowance

Each management employee required by the COUNTY to maintain a uniform as a condition of employment shall be entitled to receive a uniform allowance of six hundred dollars (\$600.00) per year.

Each management employee who is required by the COUNTY to provide personal safety equipment, shall receive an equipment allowance of nine hundred dollars (\$900) per year. Said allowances shall be paid in the manner prescribed by the County Auditor-Controller on a monthly basis.

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

5.5.2. Implementation

Items defined hereinabove as 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. The Sheriff will solicit the views of the ASSOCIATION prior to these decisions.

5.6. Cellular Phone Stipend

Pursuant to County policy adopted by the Board of Supervisors, each member shall be provided a County owned mobile device or a wireless-communication device stipend. The stipend amount for a cellular phone shall be forty dollars (\$40.00) per month and the stipend amount for mobile devices with Personal Digital Assistant (PDA)-like and mobile phone functionality shall be seventy-five dollars (\$75.00) per month. The stipend shall be payable by the Auditor-Controller directly to employees on a monthly basis. Employees shall submit their request for the stipend to the County Administrative Officer, who shall approve or disapprove their request.

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. Formal Grievance

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 an appeal for hearing and final determination by the County Administrative Officer. 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 scheduled within two weeks of the notice, unless extended for good cause. 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 County Administrative Officer 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. GENERAL PROVISIONS

6.4.1. Employee's Time Limit for Forwarding Grievance

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

6.4.2. 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.

6.4.3. Employee Representation

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

6.4.4. Waiver of Limits and Levels

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

7. MISCELLANEOUS

7.1. DISCIPLINARY PROCEDURE

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

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 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 thereafter 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

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modified. The finding for modification shall be specific as to the modified disciplinary action recommended.

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

7.1.3. Hearing Officer Selection and Procedures

7.1.3.1. Selection

Upon receipt of the notice or request for hearing, the Human Resources Director or his/her representative and the employee or his/her representative shall attempt to mutually agree upon a hearing officer to hear the matter. If no agreement is reached within fourteen (14) calendar days, a hearing officer shall be selected from a list of seven (7) hearing officers 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

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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.

7.1.4 Undersheriff

The Undersheriff is an “At-Will” executive management position and is second in command organizationally. The Undersheriff assumes office-wide responsibility in the absence of the Sheriff pursuant to Government Code §24105. The Undersheriff reports directly to the Sheriff and serves “at the pleasure of” the incumbent Sheriff. The Undersheriff is eligible for involuntarily demotion at the pleasure of the Sheriff to his/her prior position. This is only available to Undersheriffs who were promoted from a lower classification within Lake County. The Undersheriff does not have appeal rights related to an involuntary demotion or termination. The Undersheriff is not subject to the protections outlined in 7.1 through 7.1.3.4.

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 employees.

7.2.2. Order of Layoff

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

7.2.2.1. First: Employees without permanent status:

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

7.2.2.2. Second: Employees with permanent status:

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

7.2.3. Seniority Defined

Seniority shall include the employee's total time of service in the affected classification and time of service in higher classes in Units 7 and 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.

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 month period may be extended an additional six months, for a total of no more than eighteen 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

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the employee's new salary anniversary date and all benefit and leave accrual rates.

7.3.4. Reinstatement of Leave Benefits

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

7.3.5. Time Limit

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

7.3.6. Three Declinations Removes Employee from List

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

7.3.7. Employee Responsibility for Contact

It shall be the responsibility of the laid-off employee to keep the COUNTY sufficiently informed of an adequate means by which he 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 \$1,500.00 will be established in the Sheriff's Office 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

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or her request for a travel advance prior to ten (10) days from the date of departure.

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 established by the COUNTY.

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 peace officer promoting within the Sheriff's Office 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.

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 Lieutenant or higher classification within the Sheriff's Office.

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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 Office shall work off duty in a private security capacity. Any extra work shall be in accordance with existing Sheriff's Office Policies and Procedures and County Policy.

7.8. PEACE OFFICER BILL OF RIGHTS

The parties mutually acknowledge that the applicable provisions outlined in Section 3300 et seq. of the Government Code apply to unit Employees.

7.9. COPIES OF THE MOU

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

7.10. NOTICE OF START OF NEGOTIATIONS

The ASSOCIATION shall notify the COUNTY, in writing, if it wishes to propose changes in any provisions of this Agreement.

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.

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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 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.

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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 October 31, 2021, and shall continue from month-to-month thereafter until superseded by a successor agreement; however, it is understood and agreed that no right to a further or additional increase in salary will accrue or is contemplated in the event this agreement must continue in force and effect on a month-to-month basis subsequent to October 31, 2021, as provided herein. It is agreed that the COUNTY may amend, repeal, or adopt ordinances or resolutions as necessary to implement the provisions of this MOU. In the event of conflict with other ordinances or resolutions, the terms of this MOU shall be controlling. Parties will commence negotiations of potential COLA increases prior to the expiration of this MOU.

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 SHERIFF'S
MANAGEMENT ASSOCIATION

CHAIR, Board of Supervisors

President

ATTEST:
CAROL J. HUCHINGSON
Clerk to the Board

By:_____
Deputy

APPROVED AS TO FORM:
ANITA L. GRANT
County Counsel

AUDITOR REVIEW:
CATHY SADERLUND
Auditor-Controller

JOB CLASSIFICATION	JOB CODE	GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
CAPTAIN - SWORN	17-0951	151	44.72	46.95	49.30	51.76	54.35
LIEUTENANT	17-0953	143	36.70	38.53	40.46	42.48	44.61
LIEUTENANT - CORRECTIONS	17-0955	136	30.87	32.42	34.04	35.74	37.53
UNDERSHERIFF	17-0949	153	46.98	49.33	51.79	54.38	57.10