

MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
THE LAKE COUNTY
DEPUTY DISTRICT ATTORNEY'S
ASSOCIATION
AND
THE COUNTY OF LAKE
October 21, 2020 – October 20, 2021



ARTICLE 1. GENERAL PROVISIONS

1.1. PARTIES TO THE AGREEMENT

This Memorandum of Understanding (hereinafter referred to as "MOU") has been executed by a representative of the Board of Supervisors of the County of Lake, hereinafter referred to as the COUNTY, and by representatives of the Lake County Deputy District Attorney's Association, hereinafter referred to as the ASSOCIATION.

1.2. AUTHORIZED AGENTS

For the purpose of administering the terms and provisions of this MOU, the following authorized agents have been designated:

1.2.1. COUNTY'S AUTHORIZED AGENT

COUNTY's principal authorized agent 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'S AUTHORIZED AGENT

ASSOCIATION'S principal authorized agent shall be the President, or his/her duly authorized representative of the Lake County Deputy District Attorney's Association.

Lake County Deputy District Attorney's Association
255 North Forbes Street
Lakeport, California 95453

1.3. RECOGNITION

The ASSOCIATION is hereby acknowledged as the recognized employee organization for the purpose of meeting and conferring in good faith under the auspices of Section 3500 et seq. of the Government Code of the State of California and the Employer-Employee Relations Ordinance of Chapter 14 of the Ordinance Code of the County of Lake. Specifically, such recognition extends to those permanent positions in the Deputy District Attorneys' Unit (Unit 8).

1.4. ASSOCIATION RIGHTS

1.4.1. DUES & BENEFITS DEDUCTION

The COUNTY agrees to continue the present ASSOCIATION check off system whereby ASSOCIATION dues, as established by the ASSOCIATION, and payments for ASSOCIATION benefits programs, as established by the

ASSOCIATION and approved by the COUNTY, will be withheld from ASSOCIATION members' pay. Such withholding 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 and/or payments deducted. The COUNTY shall collect such dues for each employee who completes and signs the form approved by the Auditor-Controller.

1.4.2. MEET AND CONFER MEMBERS

Three members of the ASSOCIATION shall be allowed on the Meet and Confer Committee, and shall be paid by the COUNTY for reasonable time spent during work hours as defined herein in Article 3.1., in meeting and conferring with the COUNTY.

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, 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 and 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.

ARTICLE 2. COMPENSATION

2.1. CLASSIFICATION

There shall be four classification levels within the Deputy District Attorney series of positions:

2.1.1. FOUR LEVELS

Levels I, II, III, and Senior Deputy District Attorney; and Levels I, II, III, and Senior Child Support Attorney will be allocated on a flexible classification series.

2.1.2. MINIMUM MATURATION TIME

Minimum maturation time for promotion between Levels I and II and III will be twelve (12) months. Minimum maturation time required for promotion from Level III to Senior Level will be eighteen (18) months.

2.2. CAREER INCENTIVE SYSTEM

2.2.1. DEPUTY DISTRICT ATTORNEY I AND II, CHILD SUPPORT ATTORNEY I AND II

Each employee shall have completed at least six months satisfactory service at the preceding step to be eligible for advancement to the Intermediate or Journey steps and at least twelve months satisfactory service at the preceding step to be eligible for advancement to the Advanced or Career steps.

2.2.2. DEPUTY DISTRICT ATTORNEY III AND SENIOR DEPUTY DISTRICT ATTORNEY, CHILD SUPPORT ATTORNEY III AND SENIOR CHILD SUPPORT ATTORNEY

Each employee shall have completed at least twelve months satisfactory service at the preceding step to be eligible for advancement to the next higher step.

2.3. FIVE STEP SALARY SCHEDULE

2.3.1. SALARY STEPS

The Salary Step System contained herein is a five-step salary schedule (Step 1, Step 2, etc.). Movement in this system shall be based on an annual satisfactory performance evaluation as determined by the employee's department head. Eligibility for progression through the steps of the salary schedule shall be based upon the required period of satisfactory service at the preceding step.

Upon achievement of the required 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).

2.3.2. STEPS UPON VOLUNTARY DEMOTION

Employees who voluntarily demote shall be placed at the salary step representing the least loss of pay. Employees who voluntarily demote to a position they have previously held shall be placed at the lower salary range at the appropriate step based on their qualifications. In no case shall the salary be increased above that received in the classification from which the employee was demoted. If the employee is at Step 5 in the previous classification and will be at Step 5 in the demotion classification the employee's salary anniversary date will be maintained.

2.3.3. EFFECTIVE DATE

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

2.3.4. SATISFACTORY PERFORMANCE

Salary step advancement as referenced above shall not be automatic but shall be conditioned upon satisfactory performance as determined by the department head.

2.3.5. 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 the Personnel Rules. 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.

2.4. SALARY SCHEDULE

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

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

2.5. 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 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. COUNTY PAYMENT OF EMPLOYEE'S PERS CONTRIBUTION

For employees who are defined by California Public Employee's Retirement Law as Classic PERS members, the COUNTY will continue to pay the entire 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 employees who are defined by California Public Employee's Retirement Law as Classic 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 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 employees who are defined by California Public Employee's Retirement Law as New 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% at 62 retirement benefit formula.

2.7. PROMOTIONAL EXAMINATION LEAVE

COUNTY will provide the necessary time off with pay to employees to participate in promotional examinations for the COUNTY which are held during their regular work hours as defined herein in Article 3.1.

2.8. WORKING ABOVE CLASS

2.8.1. DEFINITION

Employees who are duly authorized, directed or assigned to work above their normal classifications shall be compensated at the base salary rate of the

position to which assigned, or five per cent (5%) above their normal salary rate, whichever is higher.

2.8.2. START OF PAY

Pay for assignment above class shall commence on the sixteenth (16th) consecutive workday of such assignment, or the sixteenth (16th) day accumulated in any sixty (60) calendar day period.

ARTICLE 3. HOURS OF WORK

3.1. HOURS

Regular work hours notwithstanding, unit employees may be assigned by the department head to a flexible schedule of work hours corresponding to the efficient management and prosecution of caseloads.

3.2. WEEKLY STANDBY ASSIGNMENTS

If there is a demonstrated department need specifically determined by the department head, he/she may assign or authorize an employee to remain available at all times on standby to respond to duty calls either by telephone or in person, subject to the following:

3.2.1. WEEKLY ASSIGNMENT

There shall be no more than one standby assignment each week in the department, which assignment shall coincide with the established work week of 12:01 a.m. Sunday to 12:00 midnight the following Saturday.

3.2.2. COMPENSATION

Pay for each weekly standby assignment shall be the equivalent of eight hours of the normal rate of pay for the employee so assigned.

ARTICLE 4. LEAVE BENEFITS

4.1. ADMINISTRATIVE LEAVE

Employees shall be entitled to forty (40) hours Administrative Leave annually or the equivalent cash in-lieu. The annual allowance for Administrative Leave shall not accrue from one fiscal year to another fiscal year. Unit employees with less than one year of service shall be entitled to receive a pro rata share of the forty (40) hours.

4.2. HOLIDAYS

4.2.1. COUNTY DECLARED HOLIDAYS

The following days during the contractual period shall be declared as holidays and compensated as such for employees in the represented classifications:

LCDDA MOU October 21, 2020 – October 20, 2021:

- | | |
|--------------------------------|---|
| 1) New Year's Day | January 1 |
| 2) Martin Luther King Day | Third Monday in January |
| 3) President's Day | Third Monday in February |
| 4) Memorial Day | Last Monday in May |
| 5) Independence Day | July 4 |
| 6) Labor Day | First Monday in September |
| 7) Indigenous Peoples' Day | Second Monday in October |
| 8) Veterans Day | November 11 |
| 9) Thanksgiving Day | Fourth Thursday in November |
| 10) Day After Thanksgiving Day | Friday Following the Fourth Thursday in November |
| 11) Winter Holiday | (Monday – Friday of the week December 25th falls on, if December 25th falls on a weekday. If December 25th falls on a Saturday or Sunday, the 23th through 29th of December.) |
- 12) Any other holiday declared by the Board pursuant to State Law.

4.2.2. HOLIDAY OBSERVANCE

Any holiday, except Winter Holiday, which falls on a Sunday shall be observed on the following Monday. Any holiday, except winter holiday as stated in Article 4.2.1 (11) which falls on a Saturday shall be observed on the preceding Friday.

4.3. VACATION LEAVE

4.3.1. ALLOWANCE

Pursuant to the following schedule, annual vacation allowance shall be credited to each employee based upon full-time, continuous, permanent employment with the COUNTY:

<u>Years of Service</u>	<u>Annual Allowance Accrued Monthly</u>
Less than 10 years	120 hours
After 10 years but less than 15 years	128 hours
After 15 years but less than 20 years	160 hours
After 20 years	200 hours

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

A maximum of 260 hours of vacation may be accumulated.

4.3.2. UTILIZATION

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

4.3.3. 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.

4.4. SICK LEAVE

4.4.1. RELATIONSHIP TO PERSONNEL RULES

Sick leave provisions not contained herein shall be as provided for in the County Personnel Rules.

4.4.2. PERS SICK LEAVE OPTION

The PERS plan includes the credit for unused sick leave option. In addition, employees with at least a year of service and unused sick leave are eligible for the COUNTY sick leave incentive program. Employees shall have the option of electing either that program or the PERS option at the time of retirement or termination, but may not participate in both.

4.4.3. SICK LEAVE PAYMENT UPON SEPARATION

Except for retirement from COUNTY service as defined and treated separately herein below, under the sick leave incentive program, 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).

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	20.0%
2 yrs. 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%

4.4.4. PERMANENT PART-TIME EMPLOYEE PRORATION

Permanent employees who are regularly assigned to work less than full time shall accrue a pro rata share of the sick leave rate as their scheduled hours bear to those of a full time employee.

4.4.5. CASH IN LIEU

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. However, no such employee shall receive more than 40 hours cash in lieu of sick leave hours in any one fiscal year.

4.5. BEREAVEMENT LEAVE

An employee shall receive bereavement leave of twenty-four (24) hours for an incident that requires one way travel of less than 500 miles, or forty (40) hours for an incident that requires one way travel of 500 miles or more, due to the death of his or her parent, stepparent, mother-in-law, father-in-law, spouse, registered domestic partner, child, stepchild, adopted child, grandchild, grandparent, sister, brother, step-sibling, sister-in-law, brother-in-law, aunt, uncle, niece, nephew, grandfather-in-law, grandmother-in-law, son-in-law, daughter-in-law, or the death of any person residing in the immediate household of the employee at the time of death.

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

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

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

4.6. ATTORNEY TIME OFF

All members are licensed attorneys as required by their job classifications. Being professionals, they are "exempt" from most FLSA requirements and are not statutorily required to be paid overtime. Attorneys licensed by the State of California have ethical obligations to their clients, the most basic being to competently practice law and represent their clients, regardless of any set working conditions. If employees in the unit are found to be incompetent in this regard, they face discipline, up to disbarment. As required to perform their jobs, employees must regularly make court appearances that are scheduled by the court, according to statutory time limits. Employees routinely have to meet statutory deadlines in filing and responding to cases; failure to do so is a breach of their duty and obligations to their client (the County/people), subjecting them to discipline with the State bar. Members are routinely required to work beyond normal business hours and on weekends.

In recognition of the above and for working extraordinary hours beyond the amount compensated by the 40 hours of Administrative Leave provided under Article IV, Section A and for working hours beyond what is normally expected by an attorney's ethical obligations, employees prosecuting criminal cases shall be eligible to receive up to twenty four (24) hours of Attorney Time Off within each fiscal year. Eligibility for use and approval of Attorney Time Off shall be at the discretion of the District Attorney pursuant to a departmental policy in order to allow an attorney to flex his/her work schedule to balance excessive hours and weekend work during times when excessive hours are required to be worked in order to fulfill the essential responsibilities of the job.

Employees shall not be eligible to receive cash in-lieu of said Attorney Time Off. The annual allowance of Attorney Time Off shall not accrue from one fiscal year to another. Unit employees with less than one year service may receive a pro rata share of the total twenty four (24) hours.

ARTICLE 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, vision, and life group insurance plan for each employee who enrolls in a COUNTY-sponsored group medical, dental, vision, and life insurance plan.

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.

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. Retiree Insurance

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

5.1.3.2. Break in Service Due to Layoff

When the last break in service immediately prior to retirement is due to a lay-off, the requirement to work at least 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 Re-employment provision under Article 7.2 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 (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. ALTERNATIVE HEALTH CARE PLANS

COUNTY retains the right to offer alternative health plans as available to COUNTY employees. Employees represented by ASSOCIATION shall have the right to change plans during certain "open enrollment" periods.

5.2. STATE DISABILITY INSURANCE

Unit employees shall be allowed to have coverage through the State Disability Insurance (SDI) Program. It is understood that each unit employee shall pay the cost of his/her SDI premium and the necessary premium contributions will be deducted by the COUNTY from the employee's salary each pay period.

ARTICLE 6. GRIEVANCE PROCEDURE

6.1. DEFINITIONS

6.1.1. GRIEVANCE

A grievance is a claimed violation, misapplication or misinterpretation of a specific provision of this MOU or employee protection contained in any ordinances, resolutions, personnel rules or written policies 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. 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 and thereafter represented by a single grievant.

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 seven (7) days from the event giving rise to a grievance or from the date the employee could reasonably be expected to have had knowledge of such event the grievant shall orally discuss his/her grievance with his/her supervisor. The supervisor shall have three (3) days to give an answer to the employee.

6.3. FORMAL LEVELS

6.3.1. LEVEL 1

If the grievant is not satisfied with the resolution proposed at the informal level, he/she may within ten (10) days of the receipt of such answer file a formal written grievance with his/her immediate supervisor on a form provided by the COUNTY. The supervisor shall, within 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 receipt of such answer file a written appeal to the department head who shall, within ten (10) days meet with the employee, and within five (5) days thereafter give a written answer to the grievant.

6.3.3. LEVEL 3

If the grievant is not satisfied with the written answer from the department head, the grievant may within five (5) days from the receipt of such answer file a written appeal to the County Human Resources Director, or his/her designee. Within twenty (20) days of receipt of the written appeal the County Human Resources Director or his/her designee shall investigate the grievance, which may include a meeting with the concerned parties, and give a written answer to the grievant within five (5) days thereafter.

6.3.4. LEVEL 4

If the grievant is not satisfied with the County Human Resources Director's written answer to the grievance, the grievant may within five (5) days from receipt of such answer file an appeal for final determination by the Board of Supervisors. The appeal along with any documentation shall be forwarded to the Board for its consideration by the County Human Resources Director and the grievant. It shall be placed on the next available regular meeting agenda for consideration by the Board. The Board may hear the grievance at that meeting or set it for hearing within two (2) weeks thereafter. Such hearing shall be public unless mutually agreed otherwise. No later than two (2) weeks after the hearing, the Board shall make a final decision in the matter.

6.4. GENERAL PROVISIONS

6.4.1. EMPLOYEE'S TIME LIMIT FOR FORWARDING GRIEVANCE

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

6.4.2. MANAGER'S TIME LIMIT FOR RESPONSE

If a supervisor or manager fails to respond with an answer 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 at the informal level and/or at each formal level.

6.4.5. PROOF OF SERVICE

Proof of Service shall be accomplished by registered mail or personal service.

6.4.6. PROCEDURE BY MUTUAL AGREEMENT

Nothing in this procedure shall preclude both parties from agreeing to submit an individual grievance to a hearing officer in lieu of the hearing procedure in Level 4.

ARTICLE 7. LAYOFF

7.1. REASONS FOR LAYOFF

When it becomes necessary, through exercise of the provisions of this MOU, through lack of work, through lack of funds, or whenever it is deemed advisable in the interests of economy or other causes, to reduce the number of employees in a department within a given class, the human Resources Director, 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 probationary employees or employees holding permanent status in that class. At the request of ASSOCIATION, the COUNTY shall meet and discuss possible alternatives to layoffs. Such meetings shall be conducted subsequent to announcement by the COUNTY that specific layoffs will occur, and shall cease, whether or not there is agreement, prior to the effective date of the first layoff.

7.1.1. ORDER OF LAYOFF

7.1.1.1. Probationary Employees

Persons serving in the initial probationary period shall be laid off prior to permanent regular employees.

7.1.1.2. Seniority

Permanent regular employees shall be laid off by inverse order of COUNTY seniority except that employees whose last two consecutive performance evaluations were less than "satisfactory" shall be laid off prior to employees whose evaluations were "satisfactory". The evaluations utilized for this determination must have occurred at least one year apart.

7.1.2. SENIORITY DEFINED

7.1.2.1. Date of Appointment

COUNTY seniority shall be measured from the last date of appointment to COUNTY service from which there has been continuous service.

7.1.2.2. Break in Service

Any voluntary termination of employment except an authorized leave of absence shall constitute a break in service, at which point seniority will terminate.

7.1.2.3. Leave Without Pay

An authorized leave of absence without pay shall not terminate seniority but shall be deducted from all determinations of COUNTY seniority and total COUNTY service.

7.1.2.4. Ties in Seniority

The above provisions of this Article notwithstanding, any ties in seniority shall be broken by lot.

7.1.3. 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 is otherwise undeliverable, that shall also serve as proper notice.

7.1.4. DEMOTION AND DISPLACEMENT IN LIEU OF LAYOFF

7.1.4.1. Demotion in Lieu of Layoff

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 or displacement, an employee must have more seniority than at least one of the incumbents in the demotion or displacement class.

7.1.4.2. Demotion 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.

7.1.4.3. Employee Election

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.

7.1.4.4. Salary Step

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.

7.2. RE-EMPLOYMENT AFTER LAYOFF

7.2.1. RE-EMPLOYMENT LIST

A permanent employee involuntarily terminated from COUNTY employment, excepting those individuals terminated for cause based on appropriate provisions of the Personnel Rules, shall have their names 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 Personnel Rules for a period of twelve (12) months following the date of layoff. This twelve month period may be extended an additional six months, upon the written request of the employee to the Human Resources Director.

7.2.2. CONDITIONS OF RE-EMPLOYMENT

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

7.2.2.1. Vacancy in Class

The department has previously laid off employee(s) in the class for which it is now attempting a fill a vacancy.

7.2.2.2. Employee on List

The layoff described above resulted in a former departmental employee being placed on the current reemployment list for that class.

7.2.2.3. Employee Acceptance

The employee(s) in question accept(s) the appointment to that department position.

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

7.2.3. NEW ANNIVERSARY DATE

For purposes of salary increases within the 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 by the number of days during which the employee was laid off. The above procedure shall establish the employee's new salary anniversary date and all benefits and leave accrual rates.

7.2.4. 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 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 and shall not be subject to any restriction on use applicable to a newly-hired employee. Accrual of such benefits shall be based on the new salary anniversary date.

7.2.5. 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.

7.2.6. DECLINATION BY EMPLOYEE

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

7.2.7. EMPLOYEE RESPONSIBLE FOR CONTACT INFORMATION

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

ARTICLE 8. MISCELLANEOUS

8.1. PROBATIONARY PERIOD

8.1.1. LENGTH OF PROBATIONARY PERIOD

Any person entering COUNTY employment shall serve an initial twelve (12) month probationary period except for those persons initially employed in job classifications regulated by State Merit System for whom such probationary period shall be six (6) months. Any member who promotes within the District Attorney's Office shall serve a six-month probationary period unless the District Attorney at his or her discretion and upon approval of the Personnel Director determines to extend the probationary period for an additional six months. Such an extension of the probationary period shall have no effect upon any salary and/or merit increases to which the member is otherwise entitled as a result of satisfactory performance.

8.1.2. PROMOTION DURING PROBATIONARY PERIOD

A probationary period resulting from a certified promotion during the initial probationary period, will not serve to extend the initial probationary period described above.

8.1.3. REVERSION

Employees who accept promotion and fail to satisfactorily complete the probationary period shall revert to the last position in which they held permanent status. This provision does not apply to terminations for cause occurring during the probationary period.

8.2. OVERPAYMENT

If the overpayment of compensation is the result of COUNTY error, the repayment period will be over the same time as the period the error was made. If the over-payment is the result of action by the employee, the repayment shall be lump sum.

ARTICLE 9. CLOSING PROVISIONS

9.1. FULL UNDERSTANDING, MODIFICATION AND WAIVER

This MOU sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements by

the parties, whether formal or informal, regarding any such matters are hereby superseded 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 MOU. 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.

9.2. SAVINGS PROVISIONS

If any provisions of this MOU are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law or any agency of the State, but all other provisions will continue in full force and effect.

9.3. IMPLEMENTATION

This MOU shall be of no force or effect until ratified and approved by formal action of the Board of Supervisors and the membership of ASSOCIATION. It is recognized that certain provisions herein may require ordinance changes in order to be effectuated.

9.4. TERM

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, upon ratification by both parties and shall continue in full force and effect until midnight October 20, 2021; and shall continue from month to month thereafter until superseded by other agreement; or until the Board of Supervisors of the COUNTY, after compliance with the provisions of Government Code Sections 3500 et seq. and Ordinance No. 1063 relating to meeting and conferring, takes action which supersedes the provisions hereof.

Either party to this Agreement is required to notify the other, in writing, at least 120 days before the end of the term of the Agreement if it wishes to propose changes to any provision of the collective bargaining Agreement. Parties will commence negotiations of potential COLA increases prior to the expiration of this MOU.

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LCDDA MOU October 21, 2020 – October 20, 2021:

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IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed by affixing their signature below.

COUNTY OF LAKE

DEPUTY DISTRICT ATTORNEY'S
ASSOCIATION

Rachel Vallergera

Rachel Vallergera (Oct 19, 2020 16:52 PDT)

CHAIR, Board of Supervisors

President,
Deputy District Attorney's Association

ATTEST:
CAROL J. HUCHINGSON
Clerk to the Board

IBRAHIM "ABE" AGIL

IBRAHIM "ABE" AGIL (Oct 19, 2020 16:56 PDT)

Representative,
Deputy District Attorney's Association

By: _____
Deputy

APPROVED AS TO FORM:
ANITA L. GRANT

AUDITOR REVIEW:
CATHY SADERLUND

County Counsel

Auditor-Controller

Anita L. Grant
anita grant (Oct 19, 2020 16:50 PDT)

Cathy Saderlund
Cathy Saderlund (Oct 19, 2020 11:35 PDT)

JOB CLASSIFICATION	JOB CODE	GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
CHILD SUPPORT ATTORNEY I	08-0531	132	29.37	30.84	32.38	34.00	35.70
CHILD SUPPORT ATTORNEY II	08-0532	138	34.06	35.76	37.55	39.43	41.40
CHILD SUPPORT ATTORNEY III	08-0533	144	39.50	41.47	43.55	45.72	48.01
DEPUTY DISTRICT ATTORNEY I	08-0521	132	29.37	30.84	32.38	34.00	35.70
DEPUTY DISTRICT ATTORNEY II	08-0522	138	34.06	35.76	37.55	39.43	41.40
DEPUTY DISTRICT ATTORNEY III	08-0523	144	39.50	41.47	43.55	45.72	48.01
DEPUTY DISTRICT ATTORNEY, SENIOR	08-0527	146	41.50	43.57	45.75	48.04	50.44
SENIOR CHILD SUPPORT ATTORNEY	08-0534	146	41.50	43.57	45.75	48.04	50.44