

MEMORANDUM OF UNDERSTANDING

BY AND BETWEEN

THE LAKE COUNTY
CORRECTIONAL OFFICERS
ASSOCIATION

Unit 6 LCCOA

AND

THE COUNTY OF LAKE

~~October 21, 2021 – June 30, 2025~~ July 1,
2025 – June 30, 2029



Table Contents

General Provisions	4
Authorized Agents	4
County Agents	4
Association Agents	4
Meet And Confer Members	5
Compensation	8
Five-Step Salary Schedule	8
Promotion And Reclassification	8
Salary	9
Longevity Pay	9
Salary Differentials	11
Additional Compensation	13
Hours Of Work	14
Overtime	15
Maximum Accrual Of Cto	15
Call Back	15
Seniority Shift Bidding	16
Voluntary Overtime And Mandatory Overtime	16
Court Time	17
Leave Benefits	17
Allowance	17
Maximum Vacation Accrual Limits	18
Sick Leave	18
Maternity Leave	19
Leave Of Absence For Academy Training	20
County Declared Holidays	20
Bereavement Leave	21

LCCOA Unit 6 MOU July 1, 2025 – June 30,

Health And Welfare Benefits	22
Maximum Monthly County Contribution For Health Care Coverage	22
Coverage	22
Insurance Opt-Out With Alternative Coverage	23
PERS Retirement	24
Uniforms/Equipment.....	25
Safety Equipment.....	25
Grievance Procedure	27
Informal Level	27
Formal Levels	28
Employee's Time Limit For Forwarding Grievance.....	29
Manager's Time Limit For Response	30
Appeals.....	30
Miscellaneous Provisions.....	30
Notice	30
Disciplinary Rights.....	31
Appeal	31
Decision	32
Layoff.....	32
Notice Of Layoff	33
Revolving Travel Fund.....	36
Probationary Period	36
Promotional Probationary Periods	36
<u>Rotating full time Special Assignments</u>	
Closing Provisions	38
Term And Effect.....	39

1. GENERAL PROVISIONS

1.1. PEACE OFFICER STATUS

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

1.2. PARTIES TO THE MEMORANDUM

This Memorandum of Understanding (hereinafter referred to as "MOU") has been executed by a representative of the Board of Supervisors of the County of Lake, herein after referred to as the COUNTY, and by representatives of the Lake County Correctional Officers' Association, hereinafter called the ASSOCIATION.

1.3. AUTHORIZED AGENTS

For the purpose of administering the terms and provisions of this MOU, the following authorized agents and their respective mailing addresses are designated.

1.3.1. County Agents

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

County of Lake
255 North Forbes Street
Lakeport, California 95453

1.3.2. Association Agents

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

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

1.4. RECOGNITION

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

1.5. ASSOCIATION RIGHTS

1.5.1. Dues Deduction

The COUNTY agrees to continue the present ASSOCIATION check-off system whereby ASSOCIATION dues, as established by the ASSOCIATION will be withheld from ASSOCIATION members' pay. Such withholding of dues will be remitted promptly to the Treasurer of the ASSOCIATION, or such other officer as designated by the ASSOCIATION, along with a list of the employees who have had said dues deducted.

1.5.2. Meet and Confer Members

The COUNTY shall provide up to ~~two (2)~~ three (3) ASSOCIATION members, as determined by the ASSOCIATION president, paid release time from their regularly scheduled work to attend negotiation meetings and meet and confers. Release time shall be paid as straight time.

1.5.3. Use of Bulletin Boards

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

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

1.5.4. Representation

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

1.5.4.1. Establishment of Stewards

- a. ASSOCIATION shall furnish the COUNTY a list of designated stewards and provide written notification of any changes to such list.

LCCOA Unit 6 MOU July 1, 2025 – June 30,

- b. No more than six (6) employees may be designated as stewards.
- c. Upon request of employee, or on behalf of an ASSOCIATION-filed grievance, a steward may:
 - 1. Investigate an employee's grievance and assist in its preparation.
 - 2. Provide representation of employee at the interrogation, fact finding, investigatory interview, or similarly purposed discussion, which has as its purpose the gathering of facts to support potentially adverse actions.
 - 3. Provide representation on EEOC complaints, disputes over modified duties/reasonable accommodation, and "return to work" hearings.
- d. Investigation of grievance or potentially adverse action shall not interfere with the work of other employees.
- e. A steward shall not be required to disclose, nor be subject to any punitive action for refusing to disclose, any information received from a represented employee under investigation for a non-criminal matter.
- f. COUNTY shall not unreasonably withhold or deny access to information or employees for the purposes of grievance preparation.

1.5.4.2. Release Time

- a. A release time bank is hereby established to allow stewards reasonable time for purposes of representing employees during working hours and/or to allow a maximum of six approved ASSOCIATION members reasonable time to attend ASSOCIATION-related training without the loss of compensation. Any ASSOCIATION member, whether or not a steward, must be approved by the governing body of the ASSOCIATION in writing prior to being allowed access to the release time bank for ASSOCIATION-related training.
 - 1. Any represented employee may donate time from any leave accounts other than sick leave, to be credited to the release time bank.
 - 2. Use of release time shall be charged against the bank on an hour-for-hour basis.
 - 3. ~~A mutually agreed upon form shall be used to account for allocation of time to the bank and for the use of release time. Use of the Association Release Time shall be approved through the departments normal leave request process and shall not be unreasonably denied.~~
 - 4. ~~Requests for time off using the bank of hours must be approved by the Association President and the Department Head or designee.~~
 - 5. ~~A mutually agreed upon form shall be used to account for allocation of time to the bank and for the use of release time.~~

Formatted: Font: 12 pt

Formatted: Indent: Left: 1.94", No bullets or numbering

Formatted: Font: 12 pt, Not Expanded by / Condensed by

Formatted: Font: 12 pt

Formatted: Font: 12 pt, Not Expanded by / Condensed by

Formatted: Font: 12 pt

Formatted: Font: 12 pt, Not Expanded by / Condensed by

Formatted: Font: 12 pt

Formatted: Font: 12 pt, Not Expanded by / Condensed by

Formatted: Font: 12 pt

Formatted: Font: 12 pt, Not Expanded by / Condensed by

Formatted: Font: 12 pt

Formatted: Font: 12 pt, Not Expanded by / Condensed by

Formatted: Font: 12 pt

Formatted: Font: 12 pt, Not Expanded by / Condensed by

Formatted: Font: 12 pt

Formatted: Font: 12 pt, Not Expanded by / Condensed by

Formatted: Font: 12 pt

Formatted: Font: 12 pt, Not Expanded by / Condensed by

Formatted: Font: 12 pt

Formatted: Font: 12 pt, Not Expanded by / Condensed by

Formatted: Font: 12 pt

Formatted: Font: 12 pt, Not Expanded by / Condensed by

Formatted: Font: 12 pt

LCCOA Unit 6 MOU July 1, 2025 – June 30,

- ~~3.~~
- ~~6. COUNTY Effective July 1, 2025 and each July thereafter, members shall have the ability to voluntarily donate 5 hours from any leave bank other than sick leave to be credited to the Release Time Bank. The time bank shall have a maximum cap of 400 hours. Each July, the members will donate equally any hours needed to maintain the 400-hour cap.~~
- ~~7. This bank shall have no cashout value. Any banked hours not utilized within the previous calendar year will be rolled over and become property of the LCCOA.~~
- ~~b. COUNTY shall not interfere with nor deny designated stewards or approved ASSOCIATION members the right to reasonably utilize the release time from the bank for the purpose set forth in this section. Activities of the ASSOCIATION shall not interfere with the work of other employees nor inconvenience the department.~~
- ~~e. Release time shall only be used for ASSOCIATION business. The purposes for use are as follows:~~
- ~~1. Any and all aspects of Employee Representation;~~

Formatted: Indent: Left: 2", Right: 0.58", No bullets or numbering

Formatted: Font: 12 pt

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Font: 12 pt

Formatted: Font: 12 pt, Not Expanded by / Condensed by

Formatted: Font: 12 pt

Formatted: Font: 12 pt, Not Expanded by / Condensed by

Formatted: Font: 12 pt

Formatted: Font: 12 pt, Not Expanded by / Condensed by

Formatted: Font: 12 pt

Formatted: Font: 12 pt, Not Expanded by / Condensed by

Formatted: Font: 12 pt

Formatted: Font: 12 pt, Not Expanded by / Condensed by

Formatted: Font: 12 pt

Formatted: Font: 12 pt, Not Expanded by / Condensed by

Formatted: Font: 12 pt

Formatted: Font: 12 pt, Not Expanded by / Condensed by

Formatted: Font: 12 pt

Formatted: Font: 12 pt, Not Expanded by / Condensed by

Formatted: Font: 12 pt

Formatted: Font: 12 pt, Not Expanded by / Condensed by

LCCOA Unit 6 MOU July 1, 2025 – June 30,

- ~~2. ASSOCIATION related Training.~~
~~d. The parties agree to meet and confer regarding additional details regarding this time bank.~~

Formatted: Right: 0.49", Space Before: 0.15 pt

1.5.4.3. Orientation

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

1.6. COUNTY RIGHTS AND RESPONSIBILITIES

COUNTY retains, solely and exclusively, all the rights, powers and authority exercised or held prior to the execution of this MOU, except as expressly limited by a specific provision of this MOU. Without limiting the generality of the foregoing, the rights, powers, and authority retained solely and exclusively by COUNTY and not abridged herein, include but are not limited to, the following: To manage and direct its business and personnel; to manage, control, and determine the mission of its departments, building facilities and operations; to create, change, combine or abolish jobs, departments and facilities in whole or in part; to subcontract or discontinue work for economic or operational reasons; to direct the workforce; to increase or decrease the workforce and determine the number of employees needed; to hire, transfer, promote and maintain the discipline and efficiency of its employees; to establish work standards, schedules of operation and reasonable workload; to specify or assign work requirements and require overtime; to schedule working hours and shifts; to adopt rules of conduct and penalties for violation thereof; to determine the type and scope of work to be performed and the services to be provided; to determine the methods, processes, means, and places of providing services; to take whatever action is necessary to prepare for and operate in an emergency.

Nothing in this Article shall be construed to limit, amend, decrease, revoke or otherwise modify the rights vested in the COUNTY by any law regulating, authorizing or empowering the COUNTY to act or refrain from acting.

2. COMPENSATION

2.1. SALARY SCHEDULE

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

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

Formatted: Not Expanded by / Condensed by

Commented [DR1]: Delete Y Rating Provision

2.1.

2.2. FIVE-STEP 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 of 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~~their service at the first step (Step 1).

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

Formatted: Font: Bold

Formatted: Normal, Indent: Left: 0", Right: 0", Tab stops: 1.25", Left

Formatted: Font: 12 pt, Bold

Formatted: Normal, No bullets or numbering

Formatted: Font: 12 pt

Formatted: List Paragraph, Indent: Hanging: 0.5", Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.75" + Indent at: 1.25", Tab stops: 1.25", Left

2.3. SALARY UPON PROMOTION OR RECLASSIFICATION

2.1.2.2.3.1. Promotion or Reclassification to a Non-Supervisory Classification and Reclassification

2.1.2.1. Promotion or Reclassification to Non-supervisory Classification

An employee who is promoted to a non-supervisory classification, or whose position has been reclassified to a higher level, but remains non-supervisory, shall receive a salary at the first step of the higher class or at the step which provides for at least a five percent (5%) increase over ~~his/her~~ their base salary prior to such promotion. If an increase equal to five percent (5%) should exceed the last step ~~(Step 5)~~ of the new range (Step 5), the employee shall be ~~promoted~~ placed ~~at~~ to the last step (Step 5) of the new range.

2.1.2.2. 2.3.2 Promotion or Reclassification to a Supervisory Classification

An employee who is promoted ~~from a non-supervisory classification~~ to a supervisory classification, or whose position has been reclassified to a supervisory level, shall receive a salary at the first step of the higher class or at the step ~~level~~ which provides for at least a ten percent (10%) increase over ~~his/her~~ their base salary prior to such promotion. If an increase equal to ten percent (10%) should exceed the last step ~~(Step 5)~~ of the new range (Step 5), the employee shall be ~~promoted~~ placed to the last step (Step 5) of the new range.

Formatted: Font: Bold

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Indent: Left: 1.35", No bullets or numbering

2.1.2.3. Promotion or Reclassification between Supervisory Positions

~~An employee who is promoted or whose position is reclassified from one supervisory classification to another supervisory classification shall receive a salary at the first step of the higher class or at the step level which provides for at least a five percent (5%) increase over his/her base salary prior to such promotion. If an increase equal to 5% should exceed the last step (Step 5) of the new range, the employee shall be promoted to the last step (Step 5) of the new range.~~

Formatted: Indent: Left: 0.75", No bullets or numbering

2.3.4. Salary on Promotion – Advanced Step

2.1.2.4 Salary on Promotion – Advanced Step

Upon promotion of a full-time or part-time employee to a new class classification the employee has not held before, the appointing authority may recommend, based on the employee's extraordinary qualifications, that the employee receive a salary step which is higher than that set forth in 2.3.1 4-2.4, 2.3.24-2.2, and/or 2.3.1-2.3. Under such circumstances, the Human Resources Director may authorize an advanced salary step up to Step 3. The County Administrative Officer may authorize an advanced salary step at Step 4 or Step 5. Advanced step upon promotion does not apply to flex promotions.

Commented [DR2]: DELETE

Formatted: Heading 3, Indent: Left: 1.35", Space Before: 0 pt, Tab stops: 1.35", Left

Formatted: Indent: Left: 0.75", Hanging: 0.5"

2.2. SALARY

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

- ~~a. Starting the October 21, 2021 pay period, the CPS-HR Classification and Compensation (CC) Study dated October 1, 2019 shall be implemented at 98% of market median (Market 98).~~
- ~~b. Starting July 1, 2022, the CPS-HR Classification and Compensation (CC) Study dated October 1, 2019 shall be implemented at 100% of market median (Market 100), equivalent to 2% COLA.~~
- ~~c. Starting July 1, 2023, the CPS-HR Classification and Compensation (CC) Study dated October 1, 2019 shall be implemented at 102% of market median (Market 102), equivalent to 2% COLA.~~
- ~~d. Starting July 1, 2024, the CPS-HR Classification and Compensation (CC) Study dated October 1, 2019 shall be implemented at 105% of market median (Market 105), equivalent to 3% COLA.~~

2.4. SALARY UPON DEMOTION

Formatted: Indent: Hanging: 0.5"

2.3. SALARY UPON DEMOTION

Employees who are demoted or who voluntarily demote shall be placed at the salary step 1-5 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. Employee's salary anniversary date will be maintained.

Formatted: Left, No bullets or numbering

2.5. LONGEVITY PAY

2.5.1 Purpose

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

Formatted: Font: Bold

Formatted: Font: Bold, Condensed by 0.1 pt

Formatted: Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0" + Indent at: 0.5"

2.5.2 Eligibility

Permanent employees qualify for longevity pay based on their total continuous service and the total hours worked, excluding overtime. For all permanent employees, longevity pay shall be determined based on the total number of continuous years of service from the permanent employment hire date and the total number of hours worked.

Formatted: Font: 11 pt

Formatted: Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0" + Indent at: 0.5"

<u>Step</u>	<u>Completion of Years and Hours</u>	<u>Longevity Pay</u>
<u>1</u>	<u>6 years and 12,480 hours</u>	<u>2.5% of base pay</u>
<u>2</u>	<u>11 years and 22,880 hours</u>	<u>5.0% of base pay</u>
<u>3</u>	<u>16 years and 33,280 hours</u>	<u>7.5% of base pay</u>
<u>4</u>	<u>21 years and 43,680 hours</u>	<u>10.0% of base pay</u>
<u>5</u>	<u>26 years and 54,080 hours</u>	<u>12.5% of base pay</u>
<u>6</u>	<u>31 years and 64,480 hours</u>	<u>15.0% of base pay</u>

2.5.3 Longevity for employees at a longevity level below the correlating year and hour level per table

Effective July 1, 2025, employees who are currently assigned to a longevity step that is lower than what is warranted by their continuous years of service and total hours worked (as specified in Section 2.5.2) will be adjusted to the appropriate longevity step according to the longevity table above.

Formatted: Font: 12 pt, Bold, Condensed by 0.1 pt

Formatted: Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0" + Indent at: 0.5"

2.5.4 Longevity for employees at a longevity level above the correlating year and hour level per table

Effective July 1, 2025, Employees who are currently at a Longevity step above where they would be otherwise on the above table **as specified in Section 2.5.2** will retain that advanced level. They will be eligible for the next longevity step only when their years and hours of service are in line with the above table.

Formatted: Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0" + Indent at: 0.5"

Commented [DR3]: Add

Formatted: Highlight

Formatted: Highlight

2.5.5 Longevity Upon Termination / Rehire

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

Formatted: Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0" + Indent at: 0.5"

Formatted: Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0" + Indent at: 0.5"

Commented [DR4]: ADD

Formatted: Highlight

Formatted: Highlight

2.5.6 Longevity CAP

Longevity increases shall be capped at a maximum of six **longevity steps**. Those employees who have reached a sixth longevity or above by the date this agreement goes into effect are eligible to attain a final longevity step: five years of continuous

Formatted: Indent: Left: 0.75", Tab stops: 1.25", Left

LCCOA Unit 6 MOU July 1, 2025 – June 30,

service and 10,400 hours worked, excluding overtime, from the date the last
longevity pay was received

2.4. LONGEVITY PAY

Formatted: Font: Bold

Formatted: Normal, Indent: Left: 0", Right: 0"

Formatted: Left, Indent: Left: 0.68", No bullets or
numbering

Formatted: Indent: Left: 0", First line: 0"

2.4.1. Eligibility

~~One year after being at Step 5, the employee shall receive a 2.5% increase for longevity. Each fifth year thereafter, the employee shall receive an additional 2.5% increase for longevity.~~

~~If the employee moves to a new position they will retain any longevity increases earned previously. Employees who move to a new position and had not previously earned longevity increases, will be eligible for a longevity increase until after one year of service at Step 5 of the new position. Employees who move to a new position with retained longevity increases, will be eligible for the next longevity increase, after five years of service in the new position.~~

2.4.2. Longevity upon Voluntary Demotion

~~Employees who voluntarily demote shall be placed at the salary step 1-5 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. Employees shall retain any longevity increases earned.~~

2.4.3. Longevity upon Promotion

~~Employees who are promoted will retain any longevity increases earned previously. If the employee is promoted to a position that places them at the fifth step of the new position with no longevity increases, the employee shall receive a 2.5% longevity increase after serving one year at Step 5. Each fifth year thereafter, the employee shall receive an additional 2.5% increase for longevity.~~

~~Employees who promote to a new position that places them at the fifth step of the new position with retained longevity increases, will be eligible for the next longevity increase, after five years of services in the new position. Each fifth year thereafter, the employee shall receive an additional 2.5% increase for longevity.~~

2.5.2.6. WORKING OUT OF ABOVE CLASS

2.5.1. 2.6.1 Temporary Replacement for Fifteen (15) Days or Less

~~An employee assigned to temporary duties of fifteen (15) work days or less 180 hours or less in a higher job classification shall not receive the pay of the higher job classification.~~

2.5.2. 2.6.2 Accrual of Temporary Replacement Time

~~An employee who, within a twelve-month period, accrues more than fifteen (15) days 180 hours of temporary duties in a higher job classification, shall be compensated at the base salary rate of the position to which assigned, or five percent (5%) above their normal salary rate, whichever is higher, commencing on the sixteenth (16th) day 181st hour of such duties for each hour so day worked hereafter. ~~An employee assigned to work out of class shall not work out of class.~~~~

Formatted: Font: Bold

Formatted: List Paragraph, Left, Space Before: 0 pt, Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.75" + Indent at: 1.25"

Formatted: Indent: Left: 1.25", No bullets or numbering

Formatted: Indent: Left: 1.25", No bullets or numbering

Formatted: Superscript

LCCOA Unit 6 MOU July 1, 2025 – June 30,

~~for more than 220 hours without the express written approval of the employee.~~

2.5.3. 2.6.3 Training and/or Evaluation

None of the above shall preclude the department from rotating personnel into higher job classifications in order to effectuate departmental training and/or evaluation. Such time, specified prior to assignment, shall not be subject to the provisions of paragraphs 2.54.1 and 2.45.2 above.

Formatted: Indent: Left: 1.25", No bullets or numbering

Commented [DR5]: ?????

Commented [DR6R5]: Correct outline #

Formatted: Highlight

Formatted: Body Text, Indent: Left: 0.75", Right: 0.26", Space Before: 0 pt, Tab stops: Not at 1.25"

Formatted: Font: Bold, Not Expanded by / Condensed by

Formatted: Indent: Left: 0.75", No bullets or numbering

Commented [DR7]: ADD

Formatted: Highlight

Formatted: Highlight

Formatted: List Paragraph, Left, Indent: Left: 1.25", No bullets or numbering

Formatted:

Formatted: Indent: Left: 0.75", Hanging: 0.5", No bullets or numbering

2.7. SALARY DIFFERENTIALS

Any employee in the classification of Deputy Sheriff Corrections I/II, Public Safety Dispatcher I/II, or Sergeant-Corrections, and Public Safety Supervisor shall only be eligible for a maximum of three special assignment pay differentials at any one-time excluding the Bilingual, Advanced Training Differential and POST Differentials.

2.6-

2.7.1. Graveyard Shift Differential

2.6.1. Midnight Shift Differential

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

An employee who works a shift of which at least three (3) hours are between 6:00 p.m. and 6:00 a.m. shall receive an additional two and one-half percent (2.5%) of base salary as shift differential for that shift, and for hours continuous to that shift.

Formatted: Not Highlight

2.6.2.2.7.2. Advanced Training Differential

2.7.2.1 Any Deputy Sheriff I/II Corrections, / Sergeant -Corrections, -who achieves the education, advanced training and experience levels described below shall receive an additional two and one half percent (2.5%) of his/her, their base pay upon certification by the Sheriff or his/her, their designee that such training level/experience has been achieved. All training must be POST or STC approved training.

Formatted: Font: Bold

Formatted: Font: Bold, Not Expanded by / Condensed by

Formatted: Font: Bold

Formatted: Font: Bold, Not Expanded by / Condensed by

Formatted: Font: Bold, Not Highlight

Formatted: List Paragraph, Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 1.06" + Indent at: 1.56", Tab stops: 1.25", Left + Not at 1.25"

Formatted: Indent: First line: 0.25"

Eligibility for this differential is upon, and does not vest until requested by the employee:

<u>Advanced Degree</u>	<u>Training Points*</u>	<u>Yrs. Experience</u>
None	15	8

LCCOA Unit 6 MOU July 1, 2025 – June 30,

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~~their designee.

2.7.2.2

Public Safety Dispatcher I/II and Supervising Public Safety Dispatcher who do not hold an Advanced or Supervisory POST certification who achieve the education, advanced training and experience levels described below shall receive an additional two and one half percent (2.5%) of their base pay upon certification by the Sheriff or their 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:

<u>Advanced Degree</u>	<u>Training Points*</u>	<u>Yrs. Experience</u>
<u>None</u>	<u>15</u>	<u>8</u>
<u>None</u>	<u>30</u>	<u>6</u>
<u>None</u>	<u>45</u>	<u>4</u>
<u>A.A.</u>	<u>15</u>	<u>4</u>
<u>B.A.</u>	<u>15</u>	<u>2</u>

* One training point is accrued for each twenty (20) hours of instruction approved in advance by the Sheriff or their designee.

2.6.3.2.7.3. Corrections Facility's Training Officer Pay

An employee assigned as a Corrections Facility's Training Officer, shall receive an additional two and one-half percent (2.5%) of ~~his/her~~their base pay rate during the term of such assignment. Such assignments by the Sheriff shall be made on the basis of a selection process that includes but is not limited to a completed application, review of personnel record and an oral review board.

Commented [DR8]: ADD

Formatted: Highlight

Formatted: Font: Bold

Formatted: Font: Bold, Not Expanded by / Condensed by

Formatted: Font: Bold

Formatted: Font: Bold, Not Expanded by / Condensed by

Formatted: Font: Bold

Formatted: Font: Bold, Not Expanded by / Condensed by

Formatted: List Paragraph, Line spacing: single, Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 1.06" + Indent at: 1.56", Tab stops: 1.25", Left + Not at

LCCOA Unit 6 MOU July 1, 2025 – June 30,

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

2.6.4.2.7.4. Bilingual

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

Each employee certified as bilingual, through the COUNTY's standard bilingual certification process, in Spanish, or another language determined needed by the Department Head shall receive \$225 per month.

2.6.5.2.7.5. Transportation Officer

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

2.7.6. 2.6.6. Special Emergency Response Team (SERT)

When assigned to the SERT an employee shall receive an additional two and one-half percent (2.5%) of his/her/their base pay rate to act in the capacity of a SERT member. Such assignments by the Sheriff shall be made on a basis of a selection process that includes but is not limited to a completed application, review of personnel record and an oral review board.

~~The employee shall be paid at the same step level as he/she is currently assigned and his/her anniversary date shall not change as a result of his/her assignment.~~

2.6.7.2.7.7. Classification Officer

When assigned as Correctional Classification Officer, the employee shall receive an additional two and one-half percent (2.5%) of his/her/their base pay rate during the term of the assignment. ~~for all hours assigned by the Sheriff to act in the capacity of Classification Officer.~~

Such assignments by the Sheriff shall be made on the basis of a selection process that includes but is not limited to a completed application, review of personnel record and an oral review board. ~~The employee shall be paid at the same step level as he/she is currently assigned and his/her anniversary date shall not change as a result of his/her assignment.~~

Formatted: Font: Bold, Not Expanded by / Condensed by

Formatted: List Paragraph, Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 1.06" + Indent at: 1.56", Tab stops: 1.25", Left + Not at 1.23"

Formatted: Font: Bold

Formatted: Font: Bold, Not Expanded by / Condensed by

Formatted: List Paragraph, Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 1.06" + Indent at: 1.56", Tab stops: 1.25", Left + Not at 1.23"

Formatted: Font: Bold

Formatted: Font: Bold

Formatted: Font: Bold, Not Expanded by / Condensed by

Formatted: Font: Bold

Formatted: Font: Bold, Not Expanded by / Condensed by

Formatted: Font: Bold

Formatted: Font: Bold, Not Expanded by / Condensed by

Formatted: Font: Bold

Formatted: Font: Bold, Not Expanded by / Condensed by

Formatted: List Paragraph, Line spacing: single, Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 1.06" + Indent at: 1.56", Tab stops: 1.25", Left

Commented [DR9]: Remove the

Formatted: Font: Bold

Formatted: Font: Bold, Not Expanded by / Condensed by

Formatted: List Paragraph, Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 1.06" + Indent at: 1.56", Tab stops: 1.25", Left + Not at 1.23"

LCCOA Unit 6 MOU July 1, 2025 – June 30,

2.6.8.2.7.8. Firearms Instructor

When assigned as Correctional Firearms Instructor, the employee shall receive an additional two and one-half percent (2.5%) of ~~his/her~~ their base pay rate during the term of the assignment. ~~for all~~

Formatted: Font: Bold

Formatted: Font: Bold, Not Expanded by / Condensed by

Formatted: List Paragraph, Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 1.06" + Indent at: 1.56", Tab stops: 1.25", Left + Not at 1.23"

LCCOA Unit 6 MOU July 1, 2025 – June 30,

~~hours he/she is assigned by the Sheriff to act in the capacity of Firearms Instructor.~~

Such assignments by the Sheriff shall be made on the basis of a selection process that includes but is not limited to a completed application, review of personnel record and an oral review board. ~~The employee shall be paid at the same step level as he/she is currently assigned and his/her anniversary date shall not change as a result of his/her assignment.~~ No more than two (2) officers shall serve as Firearms Instructors at any one given time.

2.7.9. Correctional Discipline Officer ~~Gang Intelligence Officers~~

~~When assigned as Correctional Discipline Officer, the employee shall receive an additional two and one-half percent (2.5%) of their base pay rate during the term of such assignment. Such assignments by the Sheriff shall be made on the basis of a selection process that includes but is not limited to a completed application, review of personnel record and an oral review board.~~

Formatted: Font: Bold

Formatted: Not Expanded by / Condensed by

Formatted: Indent: Left: 1"

2.7.10. Crisis Response Team (CRT)

~~When assigned to CRT, the employee shall receive an additional two and one-half percent (2.5%) of their base pay rate during the term of such assignment. Such assignments by the Sheriff shall be made on the basis of a selection process that includes but is not limited to a completed application, review of personnel record and an oral review board.~~

Formatted: Font: Bold

Formatted: Font: Bold

Formatted: List Paragraph, Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 1.06" + Indent at: 1.56"

Commented [DR10]: Make correction

Formatted: Highlight

Formatted: Highlight

Formatted: Font: Bold

Formatted: List Paragraph, Space Before: 0 pt, Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 1.06" + Indent at: 1.56", Tab stops: 1.25", Left

Commented [DR11]: Remove the

Formatted: Font: Bold

Formatted: List Paragraph, Line spacing: single, Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 1.06" + Indent at: 1.56"

Formatted: Indent: Left: 1"

Formatted: Normal, No bullets or numbering, Tab stops: 1.25", Left + Not at 1.25"

2.7.11. Search and Rescue Team

~~When assigned to Search and Rescue Team, the employee shall receive an additional two and one-half percent (2.5%) of their base pay rate during the term of such assignment. Such assignments by the Sheriff shall be made on the basis of a selection process that includes but is not limited to a completed application, review of personnel record and an oral review board.~~

2.7.12. Officer in Charge

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

2.6.9.

~~When assigned as Gang Intelligence Officer, the employee shall receive an additional two and one-half percent (2.5%) of his/her base pay rate for all hours he/she is assigned by the Sheriff to act in the capacity of Gang Intelligence Officer. Such assignments by the Sheriff shall be made on the basis of a selection process that includes but is not limited to a completed application, review of personnel record and an oral review board. The employee shall be paid at the same step level as he/she is currently assigned and his/her anniversary date shall not change as a result of his/her assignment. No more than two officers shall serve as Gang Intelligence Officers at any one given time.~~

2.8. COMMUNICATIONS CENTER ADDITIONAL COMPENSATION

2.7.2.8.1. Communications Operator Training Pay

2.7.1. Communications Operator Training Pay

When assigned as a Communications Operator Training Officer the employee shall receive an additional two and one-half percent (2.5%) of ~~his/her~~ their base rate ~~during the term of such assignment for all hours he/she is assigned by the Sheriff to act in the capacity of Communications Operator Training Officer.~~

The Sheriff shall assign no more than two (2) Communication Operator Training Officers at any one time. Such assignments by the Sheriff shall be made on the basis of a selection process that includes but is not limited to a completed application, review of personnel record and an oral review board. ~~The employee shall be paid at the same step level as he/she is currently assigned and his/her anniversary date shall not change as a result of his/her assignment.~~

2.8.2. Intermediate, Advanced, Supervisory POST Differential

~~Each employee who achieves POST certification as described below shall receive an additional 2.5% of their base pay upon official recognition by the Sheriff or their designee that such certification has been achieved:~~

Dispatcher Intermediate Certificate 2.5%

Dispatcher Advanced Certificate 2.5%

Dispatcher Supervisory Certificate 2.5%

~~Public Safety Dispatcher I/II and Supervising Public Safety Dispatchers receiving Advanced POST or Supervisory POST certification differentials are not eligible to receive Advanced Training Differential.~~

2.7.2.2.8.3. Lead Communications Operator Training Pay

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

1.1.1. Officer in Charge

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

2.7.3. Officer in Charge

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

2.7.4. Canine Officer

~~An employee who is assigned by the Sheriff to be responsible for care of the department's police dog shall receive eighty seven dollars and twenty three cents~~

Formatted: Font: Bold

Formatted: Not Expanded by / Condensed by

Formatted: List Paragraph, Left, Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 1.06" + Indent at: 1.56"

Formatted: No bullets or numbering

Formatted: Font: Bold

Formatted: Indent: Left: 0.75", No bullets or numbering

Formatted: Indent: Left: 0.75", No bullets or numbering

Commented [DR12]: Make correction

Formatted: Highlight

Formatted: Normal, Space Before: 0 pt, Tab stops: 1.25", Left

Formatted: Font: Bold

Formatted: Font: Bold, Not Expanded by / Condensed by

Formatted: Font: Bold

Formatted: Font: Bold, Not Expanded by / Condensed by

Formatted: Font: Bold

Formatted: Font: Bold, Not Expanded by / Condensed by

Formatted: Font: Bold

Formatted: Font: Bold, Not Expanded by / Condensed by

Formatted: List Paragraph, Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 1.06" + Indent at: 1.56", Tab stops: 1.25", Left + Not at 1.25"

Commented [DR13]: add

Formatted: Highlight

Formatted: Highlight

LCCOA Unit 6 MOU July 1, 2025 – June 30,

~~(\$87.23) per monthly pay period during the term of such assignment.~~

~~The employee's responsibility under this program shall include care of the police dog during on-duty and off-duty hours, scheduling regular training for the dog, transporting the dog to training sessions and other related duties in connection with normal maintenance of County's Police Dog Program. COUNTY shall pay all fees for training (currently \$75 per month) as well as recertification fees. The police dog's food, grooming, and medical expense shall be provided through arrangements made by COUNTY, at no cost to the employee. Upon the expiration of the useful life of the dog, as determined by the County Purchasing Agent, the employee who had been caring for the dog pursuant to the above-described assignment may exercise the right of first refusal to purchase the dog for one dollar (\$1.00).~~

~~**2.7.5 Intermediate, Advanced and Supervisory POST Differential**
Each employee who achieves POST certification as described below shall receive an additional 2.5% of his/her base pay upon official recognition by the Sheriff or his/her designee that such certification has been achieved:~~

~~Dispatcher Intermediate Certificate 2.5%
Dispatcher Advanced Certificate — 2.5%
Dispatcher Supervisory Certificate 2.5%~~

1.2. HOURS OF WORK

GENERAL 3.1 WORK SCHEDULE

- ~~**3.1.1. Standard Schedule & Work Period:** The standard schedule shall be the traditional 8am-5pm, forty (40) hour work week and shall be regularly assigned hours of work of an employee.~~
- ~~**3.1.2.** A flexible schedule is an alternate to the traditional 8am-5pm, forty (40) hour work week and shall be regularly assigned hours of work.~~
- ~~**3.1.3. Work Period:** The normal work period is forty (40) hours in a seven (7) day workweek. The work period shall commence on Sunday and end the following Saturday. For the purposes of the FLSA and overtime, employees are eligible for overtime for work in excess of forty (40) hours in a work period as provided by the Fair Labor Standards Act.~~
- ~~**3.1.4. Work Day:** A workday is a specific and regularly scheduled period of time consisting of eight (8), ten (10), or twelve (12) consecutive hours daily as determined by a fixed work schedule with regular starting and quitting times.~~
- ~~**3.1.5. Work Schedule:** Employees will work a schedule that is at the discretion of the Department Head or designee. A mixture of suitable shift assignments may be assigned as necessary to provide adequate service as determined by the Department Head or designee.~~
- ~~**3.1.6.** The standard work schedule for employees in the Sheriff Department in the~~

Formatted	... [1]
Formatted	... [2]
Formatted	... [3]
Formatted	... [4]
Formatted	... [5]
Formatted	... [6]
Formatted	... [7]
Formatted	... [9]
Formatted	... [10]
Formatted	... [8]
Formatted	... [11]
Formatted	... [13]
Formatted	... [14]
Formatted	... [15]
Formatted	... [16]
Formatted	... [17]
Formatted	... [18]
Formatted	... [19]
Formatted	... [20]
Formatted	... [21]
Formatted	... [22]
Formatted	... [12]
Formatted	... [23]
Formatted	... [24]
Formatted	... [25]
Formatted	... [26]
Formatted	... [27]
Formatted	... [28]
Formatted	... [29]
Formatted	... [30]
Formatted	... [31]
Formatted	... [32]
Formatted	... [33]
Formatted	... [34]
Formatted	... [35]
Formatted	... [36]
Formatted	... [37]
Formatted	... [38]
Formatted	... [39]
Formatted	... [40]
Formatted	... [41]
Formatted	... [42]
Formatted	... [43]
Formatted	... [44]
Formatted	... [45]

LCCOA Unit 6 MOU July 1, 2025 – June 30,

Deputy Sheriff I/II -Corrections shall be eighty-four (84) hours per a fourteen (14) day work period utilizing 8-hour workday, 10-hour workday, 12-hour workday or a combination thereof. The work schedule shall be fourteen (14) days under Section 207(k) of the Fair Labor Standards Act, beginning Sunday and continuing through the following Saturday night of the second week.

3.1.7. The standard work schedule for non-sworn civilian employees in the Sheriff Department (Correctional Aide, Dispatch, Administrative) shall be forty (40) hours in a seven (7) day work week. The work schedule shall commence on Sunday and continuing until the following Saturday.

3.1.8. Prior to any permanent change in the work schedule, the County will give notice to the LCCOA and, if requested by the LCCOA, meet over the impact of such change.

4.4.

~~Except as may be otherwise provided in the County Personnel Rules, or by this MOU, the work week of non safety unit members shall normally consist of shifts not to exceed forty (40) hours in any seven (7) day work week period. All days off will be consecutive. The current shift schedule types will not change. Each employee shall be scheduled to work a shift with regular starting and quitting times. Except in emergencies, or flextime use per County policy, the employee shall be given seven (7) calendar days' notice of any change in work schedule.~~

~~Except as may be otherwise provided in the County Personnel Rules, or by this MOU, the workweek of safety unit members shall normally consist of shifts not to exceed eighty-four hours in any fourteen (14) day work week period. All days off will be consecutive. The current shift schedule types will not change.~~

Each employee shall be scheduled to work a shift with regular starting and quitting times. Except in emergencies, the employee shall be given seven (7) calendar days' notice of any change in work schedule.

Commented [DR14]: Make correction

Formatted: Font: 12 pt, Highlight

Formatted: Font color: Red, Highlight

Formatted: Font: 12 pt, Highlight

Formatted: Highlight

Formatted: Font: 12 pt

Formatted: Font: 12 pt, Character scale: 100%

Formatted: Font: 12 pt, Character scale: 100%, Not Expanded by / Condensed by

Formatted: Font: 12 pt, Character scale: 100%

Formatted: Font: 12 pt, Character scale: 100%, Not Expanded by / Condensed by

Formatted: Font: 12 pt, Character scale: 100%

Formatted: Font: 12 pt, Character scale: 100%, Not Expanded by / Condensed by

Formatted: Font: 12 pt, Character scale: 100%

Formatted: Font: 12 pt, Character scale: 100%, Not Expanded by / Condensed by

Formatted: Font: 12 pt, Character scale: 100%

Formatted: Font: 12 pt, Character scale: 100%, Not Expanded by / Condensed by

Formatted: Font: 12 pt, Character scale: 100%

Formatted: Font: 12 pt, Character scale: 100%, Not Expanded by / Condensed by

Formatted: Font: 12 pt, Character scale: 100%

Formatted: Font: 12 pt, Font color: Auto, Character scale: 100%

Formatted: Font: 12 pt

Formatted: Font: 12 pt, Font color: Auto

Formatted: Font: 12 pt

Formatted: Add space between paragraphs of the same style, Line spacing: Exactly 13.75 pt, Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.75" + Indent at: 1.25", No widow/orphan control, Tab stops: 1.25", Left

Formatted: Font: Not Bold, Not Expanded by / Condensed by

Formatted: Indent: Left: 1.25", No bullets or numbering

Formatted: Indent: Left: 1.25", No bullets or numbering

Formatted: Indent: Left: 0"

1.2.3.2. EMERGENCY DEFINED

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

Formatted: Indent: Hanging: 0.5", Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.75" + Indent at: 1.25"

1.3.3.3. REST PERIODS

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

Formatted: Indent: Hanging: 0.5", Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.75" + Indent at: 1.25"

When staffing allows within the Sheriff's Office an eight (8) or ten (10) hour shift includes, a paid thirty (30) minute meal period and two (2) fifteen (15) minute breaks away from the primary work station.

Formatted: Indent: First line: 0"

A twelve (12) hour shift includes a forty-five (45) minute paid meal period and two (2) fifteen (15) minute breaks away from the primary work station. Meal period and breaks may require supervisory approval.

Formatted: Indent: First line: 0"

1.4.3.4. OVERTIME

3.4.1. Overtime Defined

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

Formatted: Indent: Hanging: 0.5", Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.75" + Indent at: 1.25"

Formatted: Not Expanded by / Condensed by

Commented [DR15]: ADD

Formatted: Highlight

Formatted: Highlight

Formatted: Indent: Left: 1.25", No bullets or numbering

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

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

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

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

Overtime is defined for SAFETY members scheduled to work twelve (12) hour shifts, overtime will be provided for any time worked in excess of twelve (12) hours per day, or in excess of eighty-four (84) hours in a fourteen (14) day work week period, rounded to the nearest fifteen (15) minutes.

Formatted: Font: (Default) Arial, Condensed by 0.1 pt, Ligatures: None

Formatted: Indent: Left: 0.75"

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

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

LCCOA Unit 6 MOU July 1, 2025 – June 30,

- Any time worked beyond 40 hours in a standard workweek

Overtime will be compensated at one and one-half times (1 ½) the employee's regular hourly rate, or with compensatory time off at one and one-half times the employee's regular hourly rate, based on the employee's choice.

Work shifts may follow a 5/8, 9/80 4/10, 3/12 & 4 schedule, or another alternative schedule mutually agreed upon.

All paid time with the exception of sick leave and holiday pay shall be considered time worked for the purpose of calculating overtime.

For this purpose, a work week shall begin at 12:01am on Sunday and end at midnight on Saturday.

1.4.2.3.4.2. Maximum Accrual of CTO

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

1.5.3.5. CALL BACK

1.5.4.3.5.1. Call Back Defined

For purposes of this MOU, Call Back, Call Out and Call In shall have identical meaning. Call Back shall occur when an employee has completed ~~his/her~~their work shift, be it regular or extended, has departed the employer's premises or place of work assignment and is off duty, and is subsequently called back to a place of work assignment by the COUNTY prior to the beginning of the employee's next designated work shift.

1.5.2.3.5.2. Shift Extension Not Call Back

Call back shall not mean work that is contiguous to, or an extension of, or early beginning of a designated regular work shift.

1.5.3.3.5.3. Minimum Call Back Time

Employees who are called back to work shall be credited with a minimum of four (4) hours at time and one-half.

1.5.4.3.5.4. Scheduled Work or Training Not Call Back

Call back shall not include scheduled work or training assignments that are in addition to the normal scheduled work week.

Formatted: Indent: Left: 0.75", Hanging: 0.5", Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.75" + Indent at: 1.25"

Formatted: Indent: Hanging: 0.5", Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.75" + Indent at: 1.25"

Formatted: Indent: Left: 0.75", Hanging: 0.5", Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.75" + Indent at: 1.25"

Formatted: Indent: Left: 0.75", Hanging: 0.5", Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.75" + Indent at: 1.25"

Formatted: Indent: Left: 0.75", Hanging: 0.5", Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.75" + Indent at: 1.25"

Formatted: Indent: Left: 0.75", Hanging: 0.5", Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.75" + Indent at: 1.25"

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

1.5.5.3.5.5. Seniority Call Back

Supervisors shall call employees by seniority in classification. Supervisors shall not have to wait for a call back from more senior employees before contacting less senior employees. Supervisors shall leave messages on answering machines of the attempt to call. If the employee returns the call and is willing to work before the supervisor has a commitment from a less senior employee, the more senior employee will be allowed to work the call back. Efficiency of departmental operations and officer safety are paramount in providing timely call back. Nothing in this section shall hinder the ability of the supervisor to call back employees.

Formatted: Indent: Left: 0.75", Hanging: 0.5", Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.75" + Indent at: 1.25"

1.5.5.1.3.5.6. Seniority Shift Bidding

Employees shall be allowed to bid for shift assignments based upon seniority as defined as time in class to include any time in a higher classification of the same series. Nothing in this section shall restrict management from making shift assignments regardless of seniority due to safety concerns, or operational needs in the facility, as determined by the Sheriff. Nothing in this section shall change the definition of seniority for any other County rule, policy, agreement or procedure.

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Indent: Left: 0.75", Hanging: 0.5", Line spacing: single, Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.75" + Indent at: 1.25", Tab stops: 1.25", Left + Not at 1.35"

1.5.5.1.a.3.5.7. Voluntary Overtime and Mandatory Overtime

Employees shall be allowed to bid for voluntary overtime based upon seniority as defined as time in class to include any time in a higher classification of the same series. Mandatory overtime assignments shall be based upon seniority in reverse order with the most junior employee being assigned mandatory overtime first.

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Nothing in this section shall restrict management from making overtime assignments regardless of seniority due to safety concerns, including but not limited to an employee being required to work an excessive number of hours, as determined by the Sheriff.

Formatted: Indent: Left: 0.75", Hanging: 0.5", Space Before: 0.05 pt, Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.75" + Indent at: 1.25", Tab stops: 1.25", Left + Not at 1.49"

Employees who have worked 48 hours of overtime within the pay period may request to be bypassed in the seniority based reverse order assignment. The department may then attempt to fill the mandatory overtime with more senior staff. If no other staff are available, overtime may then be mandated on an employee despite their request. Nothing in this section shall change the definition of seniority for any other County rule, policy, agreement or procedure.

4.6.3.6. COURT TIME

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

Formatted: Indent: Hanging: 0.5", Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.75" + Indent at: 1.25"

1.7.3.7. ~~STANDBY ON CALL PAY – PUBLIC SAFETY DISPATCHER~~

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

Formatted: Indent: Hanging: 0.5", Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.75" + Indent at: 1.25"

The County reserves the right to assign employees on call duty for operational reasons, as decided by the Sheriff. Examples include, but are not limited to Public Safety Dispatcher I/II and members assigned to Search and Rescue. Such on call status requires employees abstain from alcohol and remains within forty-five (45) minutes response time to Lake County. Employees assigned on call duty shall be compensated fifty (\$50.00) dollars per day for each week day assignment and seventy-five (\$75) per day for each weekend or holiday assignment. No representative of the County shall order or request an employee to be available for work on any off-duty hours, without compensating the employee per this section.

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Commented [DR16]: add

Formatted: Highlight

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

2.4. LEAVE BENEFITS

2.4.4.1. VACATION LEAVE

2.4.4.1.1. 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:

1. After 1 year but less than 5 year	80 hours
2. After 5 years but less than 10 years	120 hours
3. After 10 years but less than 15 years	128 hours
4. After 15 years but less than 20 years	160 hours
5. After 20 years	200 hours

Formatted: Indent: Hanging: 0.5", Outline numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 3 + Alignment: Left + Aligned at: 0.25" + Indent at: 0.75"

Formatted: Indent: Hanging: 0.5", Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.75" + Indent at: 1.25"

Formatted: Indent: Left: 0.75", Hanging: 0.5", Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.75" + Indent at: 1.25"

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

LCCOA Unit 6 MOU July 1, 2025 – June 30,

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

2.1.2.4.1.2. Utilization

Employees may use vacation leave in the pay period after it is accrued. Employees shall be permitted to schedule annual vacation leave in three (3) increments each calendar year.

An employee who takes a vacation day while assigned to a scheduled twelve (12) hour or ten (10) hour shift shall be charged with twelve (12) hours or ten (10) hours respectively of vacation.

2.1.3.4.1.3. Denial of Leave Request/Accrual Extension

In the event an employee is denied two (2) requests to take vacation within a calendar year, the employee shall be allowed to carry-over accrued vacation in excess of the maximum allowed.

Formatted: Indent: Left: 0.75", Hanging: 0.5", Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.75" + Indent at: 1.25"

Formatted: Indent: Left: 0.75", Hanging: 0.5", Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.75" + Indent at: 1.25"

2.1.4.4.1.4. Payment upon Separation

Accrued but unused vacation leave shall be paid upon termination.

2.1.5.4.1.5. Sick While on Vacation

Employees becoming seriously ill while on vacation leave may apply to change their leave to sick leave for the time involved. Serious illness shall mean an illness requiring care in a licensed health care facility. It is mutually understood to exclude common colds, minor flu, etc. All normal sick leave verification requirements apply.

2.1.6.4.1.6. Bid Process

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

2.1.7.4.1.7. Maximum Vacation Accrual Limits

Employees may accrue up to 260 hours of vacation leave.

2.1.8.4.1.8. Vacation Accrual Following Layoff

For employees hired after April 1, 2009 who have previously worked for the County and were terminated due to lay-off after April 1, 2009, the years of County service prior to that layoff shall be added to the current years of service for purposes of earning vacation leave.

2.1.9.4.1.9. Scheduling Time-Off

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

2.2.4.2. SICK LEAVE

2.2.1.4.2.1. Accumulation and Usage

The accumulation and use of sick leave shall be governed by the appropriate sections of the County's Personnel Rules. The COUNTY shall meet and confer with ASSOCIATION on any proposed change in the County's Personnel Rules related to sick leave accumulation and usage.

4.2.2. Sick Leave Conversion to CalPERS Service Credit

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

Formatted: Indent: Left: 0.75", Hanging: 0.5", Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.75" + Indent at: 1.25"

Formatted: Indent: Left: 0.75", Hanging: 0.5", Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.75" + Indent at: 1.25"

Formatted: Indent: Left: 0.75", Hanging: 0.5", Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.75" + Indent at: 1.25"

Formatted: Indent: Left: 0.75", Hanging: 0.5", Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.75" + Indent at: 1.25"

Formatted: Indent: Left: 0.75", Hanging: 0.5", Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.75" + Indent at: 1.25"

Formatted: Indent: Left: 0.75", Hanging: 0.5", Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.75" + Indent at: 1.25"

Formatted: Indent: Hanging: 0.5", Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.75" + Indent at: 1.25"

Formatted: Indent: Left: 0.75", Hanging: 0.5", Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.75" + Indent at: 1.25"

Formatted: Indent: Left: 0.75", Hanging: 0.5", Space Before: 0 pt, Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.75" + Indent at: 1.25", Tab stops: 1.25", Left + Not at 1.1"

LCCOA Unit 6 MOU July 1, 2025 – June 30,

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

4.2.3. Sick Leave Incentive Program Upon Separation

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

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

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

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

2.2.2. 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).

Formatted: Not Expanded by / Condensed by

Formatted: Indent: Left: 0.75", Hanging: 0.5", Line spacing: single, Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.75" + Indent at: 1.25", Tab stops: 1.25", Left + Not at 1.1"

Formatted: Indent: Left: 0.5", First line: 0.13"

Formatted: Indent: Left: 0.75", Hanging: 0.5", Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.75" + Indent at: 1.25"

LCCOA Unit 6 MOU July 1, 2025 – June 30,

~~Employees shall be allowed, as a bonus payment, a percentage of unused sick leave upon retirement from COUNTY service according to the following schedule, up to a maximum payment of two thousand five hundred dollars (\$2,500.00).~~

~~For purposes of this provision, to "retire" means that the subject employee has taken all necessary steps to implement a CalPERS retirement.~~

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

2.2.3.4.2.4. Sick Leave Cash Out

Employees who have accrued more than five hundred (500) hours of unused sick leave may request and receive cash in lieu of sick leave hours which are in excess of five hundred hours. Employees shall receive no more than forty (40) hours cash in lieu of sick leave hours in any one (1) fiscal year

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

2.3.4.3. MATERNITY LEAVE

4.3.1.

2.3.1. Maternity Leave Defined

Subject to the general provisions of Section 14 Family Medical Leave and California Family Rights Act , 30 Pregnancy Disability Leave , and 1503.2 Sick and Kin Care, 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 childcare, 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

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Indent: Left: 0.75", Hanging: 0.5", Line spacing: single, Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.75" + Indent at: 1.25"

Formatted: Not Expanded by / Condensed by

Formatted: Indent: Hanging: 0.5", Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.75" + Indent at: 1.25"

Formatted: Heading 3, Indent: Left: 0.75", Hanging: 0.5", Space Before: 0 pt, Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.75" + Indent at: 1.25", Tab stops: 1.25", Left

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Indent: Left: 1.25", No bullets or numbering

Formatted: Highlight

Commented [DR17]: Make correction

Formatted: Highlight

LCCOA Unit 6 MOU July 1, 2025 – June 30,

COUNTY may require a verification of the extent of disability through a physical examination of the employee by the County Health Officer.

LCCOA Unit 6 MOU July 1, 2025 – June 30,

In no event shall the leave extend for more than one calendar year.

2.3.2.4.3.2. Notice of Intent to Return to Duty Required

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

2.3.3.4.3.3. 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.

2.4.4.4. LEAVE OF ABSENCE FOR ACADEMY TRAINING

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

2.5.4.5. COUNTY DECLARED HOLIDAYS

2.5.1.4.5.1. Holidays Defined

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

Holiday	Date
1. New Year's Day	January 1
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	Friday following 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 29th of December.

~~Any other holiday declared by the Board pursuant to State law.~~

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Indent: Left: 0.75", Hanging: 0.5", Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.75" + Indent at: 1.25"

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Indent: Left: 0.75", Hanging: 0.5", Space Before: 0 pt, Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.75" + Indent at: 1.25"

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Indent: Hanging: 0.5", Line spacing: single, Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.75" + Indent at: 1.25"

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Indent: Hanging: 0.5", Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.75" + Indent at: 1.25"

Formatted: Not Expanded by / Condensed by

Formatted: Indent: Left: 0.75", Hanging: 0.5", Space Before: 0 pt, Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.75" + Indent at: 1.25"

LCCOA Unit 6 MOU July 1, 2025 – June 30,

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

<u>Holiday</u>	<u>Date</u>
<u>1. New Year's Day</u>	<u>January 1</u>
<u>2. Martin Luther King Day</u>	<u>Third Monday in January</u>
<u>3. President's Day</u>	<u>Third Monday in February</u>
<u>4. Memorial Day</u>	<u>Last Monday in May</u>
<u>5. Juneteenth</u>	<u>June 19th</u>
<u>6. Independence Day</u>	<u>July 4th</u>
<u>7. Labor Day</u>	<u>First Monday in September</u>
<u>8. Indigenous Peoples' Day</u>	<u>Second Monday in October</u>
<u>9. Veterans Day</u>	<u>November 11th</u>
<u>10. Thanksgiving Day</u>	<u>Fourth Thursday in November</u>
<u>11. Day After Thanksgiving</u>	<u>Friday following Thanksgiving Day</u>
<u>12-16. Winter Holiday</u>	<u>Monday – Friday of the week December 25th falls on, if December 25th falls on a weekday.</u> <u>If December 25th falls on a Saturday or Sunday, the 23rd through 29th of December.</u>

Any other holiday declared by the Board pursuant to State law.

2.5.2.4.5.2. Holiday Observance

Any holiday, except Winter Holiday as stated in section **4.5.1(11)**, which falls on a

Formatted: Numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.25" + Indent at: 0.5"

Formatted: Numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.25" + Indent at: 0.5"

Formatted: Numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.25" + Indent at: 0.5"

Formatted: Numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.25" + Indent at: 0.5"

Formatted: Numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.25" + Indent at: 0.5"

Formatted: Numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.25" + Indent at: 0.5"

Formatted: Numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.25" + Indent at: 0.5"

Formatted: Numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.25" + Indent at: 0.5"

Formatted: Numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.25" + Indent at: 0.5"

Formatted: Numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.25" + Indent at: 0.5"

Formatted: Numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.25" + Indent at: 0.5"

Formatted: Not Expanded by / Condensed by

Formatted: Indent: Left: 0.75", Hanging: 0.5", Space Before: 0 pt, Line spacing: single, Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.75" + Indent at: 1.25"

Formatted: Highlight

LCCOA Unit 6 MOU July 1, 2025 – June 30,

Sunday shall be observed on the following Monday. Any holiday, except Winter Holiday as stated in section 4.5.1(44), which falls on a Saturday shall be observed on the preceding Friday.

Formatted: Highlight

2.5.3.4.5.3. Holiday Pay

All shift employees who have to work regardless of the holiday schedule shall receive the equivalent of eight (8) hours pay during the pay period in which the holiday occurs at straight time in lieu of the holiday off.

Formatted: Not Expanded by / Condensed by

Formatted: Indent: Left: 0.75", Hanging: 0.5", Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.75" + Indent at: 1.25"

Such holiday pay shall not be considered time worked for the purpose of calculating overtime nor shall it be used to calculate base pay. All other employees shall receive the day off with eight (8) hours pay with such time to be considered time worked.

2.6.4.6. BEREAVEMENT LEAVE

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

Formatted: Not Expanded by / Condensed by

Formatted: Indent: Hanging: 0.5", Line spacing: single, Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.75" + Indent at: 1.25"

- For bereavement leave that requires less than 500 miles (one-way), employees shall receive twenty-four (24) hours of paid bereavement leave and may use accruals to cover the remaining sixteen (16) hours to reach forty (40) hours or five (5) days of unpaid CFRA bereavement leave.
- For bereavement leave that requires more than 500 miles of travel (one-way), employees shall receive forty (40) hours of paid bereavement leave. The travel distance shall be computed using the employee's residence as the starting point and the site of the memorial or funeral as the end point.

Formatted: Indent: Left: 0.75"

Formatted: Bulleted + Level: 1 + Aligned at: 1" + Indent at: 1.25"

Formatted: Bulleted + Level: 1 + Aligned at: 1" + Indent at: 1.25"

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

Formatted: Indent: Left: 0.75"

- Parent or stepparent
- Sibling or stepsibling
- In-Law: mother-in-law, father-in-law, grandfather-in-law, grandmother-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law
- Spouse, registered domestic partner
- Child, stepchild, adopted child, foster child
- Grandchild
- Grandparent
- Aunt or uncle
- Niece or nephew

LCCOA Unit 6 MOU July 1, 2025 – June 30,

- Any person residing in the immediate household of the employee at the time of death

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

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

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

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

~~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.~~

2.6.1. 4.6.1 Part Time Employees

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

Formatted: Indent: Left: 1.25", No bullets or numbering

3.5. HEALTH AND WELFARE BENEFITS

5.1 GROUP INSURANCE

5.1.1 Maximum Monthly County Contribution for Health Care Coverage

~~3.1.1. The COUNTY shall pay a maximum contribution of one thousand dollars (\$1000.00) per month toward the COUNTY-sponsored medical, dental, and vision group insurance plan for each employee who enrolls in a COUNTY-sponsored group medical, dental, and vision insurance plan.~~

~~Under the COUNTY's flexible benefits plan, a specific amount (as defined in Section 22892 of the California Government Code, which is adjusted annually based on inflation) of this contribution is specifically designated for group medical insurance, with the balance of the COUNTY contribution available and paid toward an employee's total group medical, dental, and vision premium.~~

~~In no event shall the COUNTY's financial obligation exceed the actual monthly premium for an employee's medical, dental, and vision insurance.~~

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

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

The COUNTY shall pay eighty percent (80%) of the COUNTY-sponsored medical, dental, and vision group insurance plan for each employee who enrolls in a COUNTY-sponsored group medical, dental and vision insurance plan. Unless employees have a salary redirection form in place from Open Enrollment, all such additional out-of-pocket costs will be after-tax.

Under the COUNTY'S flexible benefits plan, a specific amount (as defined in Section 22892 of the California Government Code (PEMHCA)), which is adjusted annually based on inflation) of this contribution is specifically designated for group medical insurance, with the balance of the COUNTY contribution available and paid toward an employee's total group medical, dental, and vision premium. In no event shall the COUNTY'S financial obligation exceed the actual monthly premium for an employee's medical, dental and vision insurance.

3.1.2.5.1.2 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

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Indent: Hanging: 0.5", Space Before: 10.95 pt, Outline numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 3 + Alignment: Left + Aligned at: 0.25" + Indent at: 0.75"

Formatted: Indent: Left: 0.5"

Formatted: Font: Not Bold, Not Expanded by / Condensed by

Formatted: Heading 2, Indent: Hanging: 0.5", Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.75" + Indent at: 1.25"

Formatted: Font: Bold

Formatted: List Paragraph, Indent: Left: 0.75", Space Before: 0 pt, Tab stops: 1.25", Left

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Heading 2, Right: 0", Line spacing: Exactly 13.75 pt, Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.75" + Indent at: 1.2", Tab stops: 1.2", Left + Not at 0.75" + 1.25"

Formatted: Indent: Left: 0.75", No bullets or numbering

Commented [DR18]: add

Formatted: Highlight

Formatted: Highlight

Formatted: Not Expanded by / Condensed by

Formatted: Heading 2, Indent: Left: 0.75", Hanging: 0.45", Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.75" + Indent at: 1.2", Tab stops: 1.2", Left + Not at 1.25"

coverage" is defined as medical, dental, and vision insurance coverage.

5.1.3 Retirees' Coverage

3.1.3.1

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

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

3.1.3.1. 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

Formatted: Not Expanded by / Condensed by

Formatted: Heading 2, Line spacing: Exactly 13.75 pt, Outline numbered + Level: 4 + Numbering Style: Bullet + Aligned at: 2.49" + Indent at: 2.95", Tab stops: 1.2", Left + Not at 1.25"

Formatted: Indent: Left: 0.75", No bullets or numbering

Formatted: Indent: Left: 0.5", No bullets or

Formatted: Indent: Left: 0.75", No bullets or numbering

Formatted: Indent: Left: 0.75", No bullets or numbering

Formatted: Indent: Left: 0.75", First line: 0", Outline numbered + Level: 4 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.75" + Indent at: 1.4"

LCCOA Unit 6 MOU July 1, 2025 – June 30,

~~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.~~

3.1.3.3.1.1.1. 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.

3.1.3.3.1.1.2. Discontinue Allowance for Break in Service

Notwithstanding the above, employees whose original hire date or re-hire date is November 1, 2011 or later, shall not be eligible for the retiree health insurance monthly stipend unless they have either fifteen (15) or twenty (20) consecutive years of County service as a permanent employee.

However, if the last break in service immediately prior to retirement was due to a lay-off and the employee was re-hired under the Reemployment provision under Article 7.3 herein, the employee maintains eligibility and the requirement to work at least 5 continuous years shall be waived.

3.1.4.5.1.4 Insurance Opt-Out with Alternative Coverage

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

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

Formatted: Indent: Left: 0.75", Hanging: 0.6", Outline numbered + Level: 4 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.75" + Indent at: 1.4"

Formatted: Indent: Left: 0.75", Hanging: 0.6", Outline numbered + Level: 4 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.75" + Indent at: 1.4"

Commented [DR19]: add

Formatted: Highlight

Formatted: Highlight

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Heading 2, Indent: Left: 0.75", Hanging: 0.45", Line spacing: Exactly 13.75 pt, Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.75" + Indent at: 1.2", Tab stops: 1.2", Left + Not at 1.25"

Formatted: Font: 12 pt

Formatted: Indent: Left: 0.75", No bullets or numbering

Formatted: Font: 12 pt, Font color: Auto

Formatted: Font: 12 pt

LCCOA Unit 6 MOU July 1, 2025 – June 30,

~~“eligible opt-out arrangement”. Employees waiving health care coverage who are eligible for the opt-out stipend shall receive two hundred (\$200.00) per month cash in lieu.~~

~~At any time during the plan year, the COUNTY will not pay the cash in lieu to an employee if the current provisions in the ACA eligible opt out arrangement dictate that the COUNTY must not pay that employee.~~

5.1.45.1.5 GROUP LIFE INSURANCE

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

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

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

5.1.6 Accidental Death and Dismemberment (AD&D) Insurance

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

5.1.7 Air Medical Membership Program

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

5.1.8 Section 125 Cafeteria Plan

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

5.1.9 Employee Assistance Plan (EAP)

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

5.1.2 Life Insurance

~~Commencing July 1, 2022, and on the first day of the month following date of hire thereafter, an employee, upon proper application and acceptance by the insurance~~

Formatted: Indent: Left: 1.2", No bullets or

Formatted: Heading 2, Indent: Left: 0.75", Hanging: 0.45", Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.75" + Indent at: 1.2", Tab stops: 1.2", Left + Not at 1.19"

Formatted: Font: Not Bold

Formatted: Heading 2, Indent: Left: 1.2", Space Before: 0 pt, Line spacing: Exactly 13.75 pt, Tab stops: 1.2",

Formatted: Font: Not Bold, Not Expanded by / Condensed by

Formatted: Font: Not Bold, Not Expanded by / Condensed by

Formatted: Font: Not Bold, Not Expanded by / Condensed by

Formatted: Font: Not Bold, Not Expanded by / Condensed by

Formatted: Font: Not Bold, Not Expanded by / Condensed by

Formatted: Font: Not Bold, Not Expanded by / Condensed by

Formatted: Font: Not Bold, Not Expanded by / Condensed by

Formatted: Font: Not Bold, Not Expanded by / Condensed by

Formatted: Font: Not Bold, Font color: Auto

Formatted: Font: 12 pt, Not Bold, Font color: Auto

~~earrier, shall be covered under a group life insurance plan for the amount of their base annual salary up to \$100,000.~~

5.1.7. Air Medical Membership Program

~~Commencing January 1, 2022, and on the first day of the month following date of hire thereafter, an employee shall be covered under an air medical membership program, such as REACH Air Medical Services.~~

5.2. PERS/RETIREMENT (Erandi is reviewing Retirement language)

3.2.

3.2.1.5.2.1. Employee's PERS Contribution

The County will maintain its contract with the State Public Employees' Retirement System (CalPERS) and the benefits currently provided there under.

5.2.1.1 "Classic" Safety Members

Safety employees defined as "classic" members, pursuant to the California Public Employees' Pension Reform Act of 2013, shall pay the employee's contribution to PERS equal to 9% of the employee's gross pay to be paid as a pre-tax payment as currently provided by IRS Code Section 414(h)(2). The Current CalPERS plan being provided for "Classic" Safety Members hired before January 1, 2013 is the 2% @ 50 formula.

5.2.1.2 "New" Safety PEPRA Members

Safety employees defined as "new" members, pursuant to the California Public Employees' Pension Reform Act of 2013, shall pay 50% of normal costs and the COUNTY shall not pay any of the required employee contribution in accordance with the aforementioned law. The Current CalPERS plan being provided for "New" Safety PEPRA Members hired after January 1, 2013 is the 2.7% @ 57 formula.

5.2.1.3 "Classic" Miscellaneous Members

For non-safety employees who are defined by California Public Employee's Retirement Law as Classic Miscellaneous PERS members, the employee shall pay the employee's contribution to PERS (currently equal to approximately seven percent (7%) of the employee's modified gross pay under the PERS 2% at 55 retirement benefit formula).

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

5.2.1.4 "New" Miscellaneous PEPRA Members

Formatted: Not Expanded by / Condensed by

Formatted: Not Highlight

Formatted: Space Before: 0 pt, Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.75" + Indent at: 1.25", Tab stops: 1.25", Left + Not at 0.75"

Formatted: Space Before: 10.95 pt, No bullets or numbering

Formatted: Indent: Left: 0.75", Hanging: 0.5", Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.75" + Indent at: 1.25"

Formatted: Font: Bold

Formatted: Font: Bold

Formatted: Font: Bold

Formatted: Font: Bold

Formatted: Font: Bold

Formatted: Font: Bold

LCCOA Unit 6 MOU July 1, 2025 – June 30,

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

5.1.1.1 CalPERS 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 12 to 36 month period of employment. Except as disallowed by law, the salary used for this calculation will include the employee's base salary and any special compensation, as defined by California Code of Regulations (CCR) section 571 for "Classic" members and 571.1 for "New" PEPA members.

3.2.2.5.2.2. Credit for Unused Sick Leave OptionSick Leave Conversion to CalPERS Service Credit

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

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

The PERS plan includes the credit for unused sick leave option. Employees who are eligible for the COUNTY sick leave incentive program shall have the option of electing either that program or the PERS option at the time of retirement, but may not participate in both.

5.2.3. Military Buy Back

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

5.2.4. Social Security

All County employees will contribute to social security program.

Formatted: Indent: Left: 0.75", Hanging: 0.5", Line spacing: single, Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.75" + Indent at: 1.25"

Formatted: Indent: Left: 0.75", No bullets or numbering

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Indent: Left: 0.75", Hanging: 0.5", Line spacing: single, Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.75" + Indent at: 1.25", Tab stops: 1.25", Left + Not at 1.16"

Formatted: Indent: Left: 0.75"

Formatted: Heading 3, Indent: Left: 0.75", Hanging: 0.5", Right: 0", Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.75" + Indent at: 1.25", Tab stops: 1.25", Left

3.3.5.3. PERSONAL PROPERTY REIMBURSEMENT

Employees shall be paid the reasonable cost of replacing or repairing personal property necessarily worn or carried by the employee that is damaged or destroyed in the line of duty. Payment shall be made only when the loss was not due, to any significant extent, to the fault or negligence of the Employee.

Employees must agree to subrogate any recovery of costs from other parties. The COUNTY shall establish reasonable rules and regulations governing property reimbursement, including maximum reimbursement amounts for certain items. The maximum reimbursement for watches shall be \$40.00.

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Space Before: 0 pt, Line spacing: single, Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.75" + Indent at: 1.25"

3.4.5.4. UNIFORMS/EQUIPMENT

3.4.1.5.4.1. Uniforms/Equipment Allowance

Eligible employees of the Sheriff's Department with the rank of Correctional Aide, Deputy Sheriff Trainee, Deputy Sheriff—Corrections I, II, and Sergeants shall be entitled to receive an allowance for uniforms and equipment. Employees defined as "classic" members shall receive \$85 per month for a uniform allowance, subject to PERS, and \$15 per month for an equipment allowance, which is not subject to PERS. Employees defined as "new" members shall receive \$85 per month for a uniform allowance and \$15 per month for an equipment allowance, neither of these allowances are subject to PERS. The items required to be purchased with this allowance are itemized in Section 5.5.1.

Formatted: Indent: Hanging: 0.5", Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.75" + Indent at: 1.25"

Formatted: Indent: Left: 0.75", Hanging: 0.5", Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.75" + Indent at: 1.25"

Newly hired Correctional Aides, ~~Deputy Sheriff Trainee~~, Deputy Sheriff-Correction I, II, and Sergeants shall receive his/her/their initial uniform/equipment allowance of \$1,200 upon appointment; however, if ~~he/she/the employee~~ fails to complete the first year of employment, the uniform/equipment allowance shall be returned, on a pro-rated basis, to the COUNTY as a deduction from the employee's last paycheck. Allowances for uniforms and equipment, as described above, are to be paid in the manner as prescribed by the County Auditor on a monthly basis.

Both parties agree to a committee consisting of one ASSOCIATION member, one County Administration representative, and one Sheriff Administrative representative to study the costs in uniform purchase and maintenance.

3.4.2.5.4.2. 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

Formatted: Indent: Left: 0.75", Hanging: 0.5", Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.75" + Indent at: 1.25"

3.5.5.5. SAFETY EQUIPMENT

Formatted: Indent: Hanging: 0.5", Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.75" + Indent at: 1.25"

3.5.1.5.5.1. Defined

Safety equipment consists of County issued and Employee provided items, as identified in the lists below.

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

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

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

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

3.5.2.5.5.2. Implementation

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

Formatted: Indent: Left: 0.75", Hanging: 0.5", Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.75" + Indent at: 1.25"

Formatted: Indent: Left: 0.75", Hanging: 0.5", Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.75" + Indent at: 1.25"

LCCOA Unit 6 MOU July 1, 2025 – June 30,

COUNTY shall provide necessary ammunition for the Standard Duty Weapon and duty ammunition for the required qualification shootings per year. The type, manufacturer, and quantity of items to be provided shall be determined by the COUNTY.

Upon ratification of the MOU, the COUNTY will no longer provide new equipment under the employee list aforementioned and eligible employees will begin providing their own equipment within one-year, pursuant to minimum standards established by the Sheriff.
The Sheriff will solicit the views of the ASSOCIATION prior to these decisions.

3-6.5.6. SAFETY PERSONNEL RETIREMENT BADGE

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

4.6. GRIEVANCE PROCEDURE

4.1.6.1. DEFINITIONS

4.1.4.6.1.1. 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.

~~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.~~

4.1.2.6.1.2. 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.

~~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~~

Formatted: Indent: Hanging: 0.5", Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.75" + Indent at: 1.25"

Formatted: Indent: Hanging: 0.5", Outline numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 3 + Alignment: Left + Aligned at: 0.25" + Indent at: 0.75"

Formatted: Indent: Hanging: 0.5", Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.75" + Indent at: 1.25"

Formatted: Indent: Left: 0.75", Hanging: 0.5", Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.75" + Indent at: 1.25"

Formatted: Indent: Left: 0.75", Hanging: 0.5", Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.75" + Indent at: 1.25"

LCCOA Unit 6 MOU July 1, 2025 – June 30,

~~file grievances on behalf of its members. The COUNTY may require that the ASSOCIATION provide a list of the names of these employees allegedly affected.~~

4.1.3.6.1.3. Days

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

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

~~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.~~

Formatted: Indent: Left: 0.75", Hanging: 0.5", Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.75" + Indent at: 1.25"

Formatted: Indent: Hanging: 0.5", Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.75" + Indent at: 1.25"

LCCOA Unit 6 MOU July 1, 2025 – June 30,

The supervisor shall have five (5) days to give an answer to the employee.

4.3.6.3. FORMAL LEVELS

4.3.1.6.3.1. Level 1:

~~If the grievant is not satisfied with the resolution proposed at the informal level, the grievant may, within five (5) days of the receipt of such answer, file a formal written grievance with his/her immediate supervisor on a form provided by the COUNTY. The supervisor shall within three (3) days have a meeting with the grievant and within five (5) days thereafter give a written answer to the grievant on the form provided.~~

If the grievant is not satisfied with the resolution proposed at the informal level, the grievant may, within ten (10) days of the receipt of such answer, file a formal written grievance with their immediate supervisor on a form provided by the COUNTY. The supervisor shall within ten (10) days have a meeting with the grievant and within ten (10) days thereafter give a written answer to the grievant on the form provided.

4.3.2.6.3.2. Level 2:

~~If the grievant is not satisfied with the supervisor's answer, the grievant may, within five (5) days from the date of such answer, file a written appeal to the department head who shall within ten (10) days meet with the grievant and thereafter give a written answer to the grievant within five (5) days thereafter.~~

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

Formatted: Indent: Hanging: 0.5", Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.75" + Indent at: 1.25"

Formatted: Indent: Left: 0.75", Hanging: 0.5", Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.75" + Indent at: 1.25"

Formatted: Indent: Left: 0.75", Hanging: 0.5", Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.75" + Indent at: 1.25"

LCCOA Unit 6 MOU July 1, 2025 – June 30,

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

4.3.3.6.3.3. Level 3:

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

If the department head approves the grievance and the grievant does not affirmatively request a meeting with the department head upon being notified that the grievance has been approved, it is not required that such a meeting occur and the approval of the grievance shall stand as the written answer to the grievant.

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

The time within which to conduct this investigation may be extended upon the mutual consent of the grievant and the Human Resources Director.

4.3.4.6.3.4. Level 4:

If the grievant is not satisfied with the written answer from the department head, the grievant may, within ten (10) days from the date of such answer, file a written appeal to the County Human Resources Director, or their designee, who shall investigate the grievance, which may include a meeting with the concerned parties, and shall give a written answer to the grievant within ten (10) days thereafter.

If the grievant is not satisfied with the Human Resources Director's written answer to the grievance, the grievant may, within five (5) days of the date of receipt of such answer, file an appeal for hearing and final determination by the Board of Supervisors.

The appeal, along with any documentation, shall be forwarded to the Clerk of the Board with a copy to the Human Resources Director. It shall be placed on the next available regular meeting agenda, at which time a date shall be set for hearing by the Board. Such hearing shall be public unless mutually agreed otherwise.

Each party shall have the right to call and examine witnesses, introduce exhibits, cross-examine opposing witnesses, subpoena evidence and witnesses, and to rebut evidence presented. Oral evidence shall be taken only under oath or affirmation. No later than two (2) weeks after the hearing, the Board shall issue a written final decision in the matter which shall be based upon the evidence and

Formatted: Indent: Left: 0.75", Hanging: 0.5", Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.75" + Indent at: 1.25"

Formatted: Indent: Left: 0.75", Hanging: 0.5", Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.75" + Indent at: 1.25"

LCCOA Unit 6 MOU July 1, 2025 – June 30,

~~arguments presented to it by the respective parties at the hearing.~~

6.3.5. Level 5

If the grievant is not satisfied with the Human Resources Director's written answer to the grievance, the grievant may, within ten (10) days of the date of receipt of such answer, file an appeal for hearing.

The appeal, along with any documentation, shall be forwarded to the Human Resources Director

6.3.6. HEARING OFFICER

Within five (5) days of the filing of the grievance appeal with the Human Resources Director, the Human Resources Director will begin the process to select a Hearing Officer. The Hearing Officer may be selected by mutual agreement or through requesting of names of five (5) hearing officers who practice in the area from the California State Mediation Conciliation Services. In the latter case, the Hearing Officer shall be selected by the parties alternately striking names. The party to strike names first shall be selected by lot. The hearing shall be private. Each party shall have the right to call and examine witnesses, introduce exhibits, cross examine opposing witnesses, subpoena evidence and witnesses, and to rebut evidence presented. Oral evidence shall be taken only under oath or affirmation. The hearing need not be conducted according to technical rules relating to evidence or witnesses. Any relevant evidence may be admitted if it is the sort of evidence responsible persons are accustomed to rely on in the conduct of serious affairs.

The rules of privilege shall be effective to the same extent that they are now or hereafter may be recognized in civil actions. Irrelevant or unduly repetitious evidence may be excluded. Following the hearing, the hearing officer shall consider the evidence presented and shall render a written decision denying or sustaining the grievance. In rendering a decision, the Hearing Officer shall adhere to the applicable MOU and COUNTY rules. Further, the Hearing Officer shall make the final decision, which shall be in writing and shall provide a factual and analytical basis for the decision. Copies of the decision shall be sent to the employee and two (2) copies shall be sent to the County Human Resources Director. The Hearing Officer's report shall be final and binding on all parties.

Costs of the Hearing Officer shall be shared equally by the COUNTY and the employee. Costs separately incurred by the parties in the hearing process shall be borne by the party incurring the cost.

4.4.

Within five (5) days of the filing of the grievance appeal with the Board, either or both parties may elect to refer the matter to a hearing officer.

The hearing officer may be selected by mutual agreement or through requesting of names of five (5) hearing officers who practice in the area from the American Arbitration Association. In the latter case, the hearing officer shall be selected by the parties alternately striking names. The party to strike names first shall be selected by lot. The hearing shall be private unless both parties agree to a public hearing.

Formatted: Indent: Left: 0.75", No bullets or numbering

Formatted: Font: Not Bold

Formatted: Font: Not Bold, Not Expanded by / Condensed by

Formatted: Font: Not Bold

Formatted: Font: Not Bold, Not Expanded by / Condensed by

Formatted: Font: Not Bold

Formatted: Font: Not Bold, Not Expanded by / Condensed by

Formatted: Font: Not Bold

Formatted: Font: Not Bold, Not Expanded by / Condensed by

Formatted: Font: Not Bold

Formatted: Font: Not Bold, Not Expanded by / Condensed by

Formatted: Font: Not Bold

Formatted: Font: Not Bold, Not Expanded by / Condensed by

Formatted: Font: Not Bold

Formatted: Font: Not Bold, Not Expanded by / Condensed by

Formatted: Font: Not Bold

Formatted: Font: Not Bold, Not Expanded by / Condensed by

Formatted: Font: Not Bold

Formatted: Font: Not Bold, Not Expanded by / Condensed by

Formatted: Font: Not Bold

Formatted: Indent: Left: 0.75"

Formatted: Indent: Left: 0.75", No bullets or numbering

Formatted: Not Expanded by / Condensed by

Formatted: Indent: Left: 0.75", No bullets or numbering

Commented [DR20]: Make correction

Commented [DR21]: Make correction

Formatted: Highlight

Formatted: Highlight

Formatted: Heading 3, Indent: Left: 0.75", Space Before: 0 pt, No bullets or numbering, Tab stops: 1.25", Left + Not at 1.25"

LCCOA Unit 6 MOU July 1, 2025 – June 30,

~~Each party shall have the right to call and examine witnesses, introduce exhibits, cross-examine opposing witnesses, subpoena evidence and witnesses, and to rebut evidence presented. Oral evidence shall be taken only under oath or affirmation. The hearing need not be conducted according to technical rules relating to evidence or witnesses. Any relevant evidence may be admitted if it is the sort of evidence responsible persons are accustomed to rely on in the conduct of serious affairs. The rules of privilege shall be effective to the same extent that they are now or hereafter may be recognized in civil actions. Irrelevant or unduly repetitious evidence may be excluded.~~

~~Following the hearing, the hearing officer shall consider the evidence presented and shall render a written decision denying or sustaining the grievance. In rendering a decision, the hearing officer shall adhere to the applicable MOU and COUNTY rules. Further, the hearing officer shall make a written recommendation as to the appropriate action to be taken.~~

~~Copies of the decision and recommendation shall be sent to the employee and two copies shall be sent to the County Human Resources Director, one to be filed with the Board of Supervisors and one to be filed in the employee's permanent personnel record. The Hearing Officer's report shall then be considered by the Board of Supervisors which may accept or reject or modify the recommendations of the Hearing Officer.~~

~~The Board's action shall be final and binding on all parties. Costs of the Hearing Officer shall be shared equally by the COUNTY and the employee. Costs separately incurred by the parties in the hearing process shall be borne by the party incurring the cost.~~

GENERAL PROVISIONS

4.5.6.4.

4.5.1-6.4.1. Employee's Time Limit for Forwarding Grievance

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

Formatted: Indent: Left: 0.25", Hanging: 0.27", Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.75" + Indent at: 1.25"

4.5.2.6.4.2. Manager's Time Limit for Response

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

4.5.3.6.4.3. Employee Representation

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

4.5.4.6.4.4. Waiver of Limits and Levels

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

4.5.5.6.4.5. Appeals

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

5.7. MISCELLANEOUS PROVISIONS

5.1.7.1. DISCIPLINARY PROCEDURE

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

5.1.1.7.1.1. Notice

The department head or his/her/their designee may initiate disciplinary action against an employee for cause by serving upon the employee a written notice of the proposed disciplinary action. The notice shall be served upon the employee either personally or by mail and shall include:

- 1) A statement of the nature of the proposed disciplinary action
- 2) A statement of the causes therefore
- 3) A statement in ordinary and concise language of the acts or omissions upon which the causes are based, along with references to rules violated
- 4) Copies of all documents and materials upon which the action is based or notice of where access to such documents or materials are available
- 5) A statement advising the employee of his/her/their right to respond either orally or in writing to the department head or his/her/their 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/they may appeal such action as provided in the appeal section

Formatted: Indent: Left: 0.75", Hanging: 0.5", Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.75" + Indent at: 1.25"

Commented [DR22]: Make correction

Formatted: Highlight

Formatted: Highlight

Formatted: Indent: Left: 0.75", Hanging: 0.5", Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.75" + Indent at: 1.25"

Formatted: Indent: Left: 0.75", Hanging: 0.5", Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.75" + Indent at: 1.25"

Formatted: Indent: Left: 0.75", Hanging: 0.5", Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.75" + Indent at: 1.25"

Formatted: Indent: Hanging: 0.5", Outline numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 3 + Alignment: Left + Aligned at: 0.25" + Indent at: 0.75"

Formatted: Indent: Hanging: 0.5", Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.75" + Indent at: 1.25"

Formatted: Indent: Left: 0.75", Hanging: 0.5", Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.75" + Indent at: 1.25"

LCCOA Unit 6 MOU July 1, 2025 – June 30,

of this Agreement by filing a written request for hearing with the Human

LCCOA Unit 6 MOU July 1, 2025 – June 30,

Resources Director's Office with twenty (20) calendar days of service of the notice.

5.1.2.7.1.2. Disciplinary Rights

5.1.2.7.1.2.1. Time Limit

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

5.1.2.7.1.2.2. Representation

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

5.1.3.7.1.3. Appeal

If the department head or his/her their designee determines to impose the proposed disciplinary action and a request for hearing is filed, in all cases, an attempt shall be made to mutually agree upon a joint written submission of the issues to be submitted to the hearing officer.

The basic issues to be submitted in the absence of a jointly submitted statement of the issues to the hearing officer are as follows: Was [employee's name] [dismissed, suspended, demoted] for cause? If not, to what remedy is [employee's name] entitled under the provisions of this Agreement? The hearing shall be private unless both parties agree to a public hearing.

Each party shall have the right to call and examine witnesses, introduce exhibits, cross-examine opposing witnesses, subpoena evidence and witnesses, and to rebut evidence presented. Oral evidence shall be taken only under oath or affirmation. The hearing need not be conducted according to technical rules relating to evidence or witnesses.

Any relevant evidence may be admitted if it is the sort of evidence responsible persons are accustomed to rely on in the conduct of serious affairs.

The rules of privilege shall be effective to the same extent that they are now or hereafter may be recognized in civil actions. Irrelevant or unduly repetitious evidence may be excluded. Following the hearing, the hearing officer shall consider the evidence presented, shall make findings regarding facts and the existence of cause, and shall render a written decision and recommendation. The hearing officer may find the disciplinary action was without cause and should be totally rescinded, was with cause and should be upheld, or was with cause but should be modified. The finding for modification shall be specific as to the modified disciplinary action recommended.

Copies of the hearing officer's decision and recommendation shall be sent to the employee and the department head and two copies shall be sent to the Human

Formatted: Indent: Left: 0.75", Hanging: 0.5", Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.75" + Indent at: 1.25"

Formatted: Indent: Left: 0.75", Hanging: 0.65", Outline numbered + Level: 4 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.75" + Indent at: 1.4"

Formatted: Indent: Left: 0.75", Hanging: 0.65", Outline numbered + Level: 4 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.75" + Indent at: 1.4"

Formatted: Indent: Left: 0.75", Hanging: 0.51", Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.75" + Indent at: 1.25"

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/their~~ former position or circumstance with all losses of pay and benefits fully restored. If the hearing officer recommends that the disciplinary action be modified and the Board of Supervisors concurs, the modified action shall be applied forthwith with all losses of pay and benefits, in excess of the modified action, fully restored. The decision of the Board of Supervisors in these matters shall be binding upon all parties. At all steps of this appeal process, the employee may represent ~~himself/herself/themselves~~ or may be represented by a person of ~~their~~ ~~his/her~~ choosing.

5.1.4.7.1.4. Hearing Officer Selection and Procedures

5.1.4.1.7.1.4.1. Selection

Upon receipt of the notice or request for hearing, the Human Resources Director or ~~his/her/their~~ representative and the employee or ~~his/her/their~~ representative shall attempt to mutually agree upon a hearing officer to hear the matter. If no agreement is reached within fourteen (14) calendar days, a hearing officer shall be selected from a list of seven (7) hearing officers submitted by the California State Mediation Conciliation American Arbitration Association by alternately striking names until one name remains. The party to strike names first shall be selected by lot.

5.1.4.2.7.1.4.2. Witnesses

Either the COUNTY or the ASSOCIATION may call any employee as a witness, and the COUNTY agrees to release said employee from work if on duty for the period of time actually necessary for ~~his/her/their~~ testimony.

5.1.4.3.7.1.4.3. Decision

The hearing officer shall have no power to alter, amend, change, add to, or subtract from any of the terms of this contract. The decision of the hearing officer shall be based solely upon the evidence and arguments presented to him by the respective parties in the presence of each other.

5.1.4.4.7.1.4.4. Fees and Expenses

All fees and expenses of the hearing shall be equally shared by the parties, except that each party shall bear the expense of the presentation of its own case.

5.2.7.2. LAYOFF

5.2.4.7.2.1. Reasons for Layoff

When it becomes necessary, through lack of work, lack of funds, or whenever it

Formatted: Indent: Left: 0.75", Hanging: 0.5", Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.75" + Indent at: 1.25"

Formatted: Indent: Left: 0.75", Hanging: 0.65", Outline numbered + Level: 4 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.75" + Indent at: 1.4"

Formatted: Highlight

Commented [DR23]: Make correction

Formatted: Highlight

Formatted: Indent: Left: 0.75", Hanging: 0.65", Outline numbered + Level: 4 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.75" + Indent at: 1.4"

Formatted: Indent: Left: 0.75", Hanging: 0.65", Outline numbered + Level: 4 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.75" + Indent at: 1.4"

Formatted: Indent: Left: 0.75", Hanging: 0.65", Outline numbered + Level: 4 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.75" + Indent at: 1.4"

Formatted: Indent: Hanging: 0.5", Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.75" + Indent at: 1.25"

Formatted: Indent: Left: 0.75", Hanging: 0.5", Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.75" + Indent at: 1.25"

is deemed advisable in the interests of economy or other cause to reduce the number of employees in a department within a given class, the Board of Supervisors, with the advice of the department head, shall prepare a layoff list providing that all extra-help, temporary and provisional employees in the given class shall be laid off before permanent or probationary employees.

5.2.2.7.2.2. 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:

5.2.2.1.7.2.2.1. First: Employees without permanent status:

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

5.2.2.2.7.2.2.2. Second: Employees with permanent status:

Employees with permanent status whose last two successive performance evaluations were improvement needed or unsatisfactory over all. Regular or supplementary scheduled evaluations may be considered.

However, the two evaluations utilized must have occurred at least one year apart to be counted against the two consecutive evaluations rule.

5.2.3.7.2.3. Seniority Defined

Seniority shall be measured from the employee's initial appointment to COUNTY service in the affected classification, but shall not include any period during which the employee was (1) on leave without pay; or (2) not actually in COUNTY employment because of his/her/their 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/their most recent appointment.

5.2.4.7.2.4. 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/their personnel file. In lieu of the above, the COUNTY may serve notice by personal service.

Notice of layoff shall be made at least fourteen (14) calendar days prior to the effective date of the action. If the written notice is returned to the COUNTY marked unable to forward or undeliverable, that shall also serve as proper notice.

5.2.5.7.2.5. Demotion and Displacement In Lieu Of Layoff

5.2.5.1.7.2.5.1. Election and Seniority

In lieu of being laid off, a regular employee may elect demotion and displacement

Formatted: Indent: Left: 0.75", Hanging: 0.5", Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.75" + Indent at: 1.25"

Formatted: Indent: Left: 0.75", Hanging: 0.65", Outline numbered + Level: 4 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.75" + Indent at: 1.4"

Formatted: Indent: Left: 0.75", Hanging: 0.65", Outline numbered + Level: 4 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.75" + Indent at: 1.4"

Formatted: Indent: Left: 0.75", Hanging: 0.5", Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.75" + Indent at: 1.25"

Formatted: Indent: Left: 0.75", Hanging: 0.5", Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.75" + Indent at: 1.25"

Formatted: Indent: Left: 0.75", Hanging: 0.5", Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.75" + Indent at: 1.25"

Formatted: Indent: Left: 0.75", Hanging: 0.65", Outline numbered + Level: 4 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.75" + Indent at: 1.4"

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.

5.2.5.2.7.2.5.2. 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.

5.2.5.3.7.2.5.3. 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.

5.2.5.4.7.2.5.4. Salary Placement

Employees being demoted or displaced shall be placed at the salary step representing the least loss of pay. In no case shall the salary be increased above that received in the classification from which the employee was laid off. Any longevity increases shall remain in effect.

5.3.7.3. REEMPLOYMENT AFTER LAYOFF

5.3.1.7.3.1. Reemployment List

A permanent employee involuntarily terminated from COUNTY employment by layoff shall have ~~their~~ his/her name placed on a reemployment list by the Human Resources Director.

Persons on such a list shall be provided to employing departments in accordance with the County Personnel Merit System for a period of twelve (12) months following the date of layoff.

This twelve (12) month period may be extended an additional six (6) months, for a total of no more than eighteen months following the date of layoff, upon written request by the employee to the Human Resources Director.

5.3.2.7.3.2. 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.

Formatted: Indent: Left: 0.75", Hanging: 0.65", Outline numbered + Level: 4 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.75" + Indent at: 1.4"

Formatted: Indent: Left: 0.75", Hanging: 0.65", Outline numbered + Level: 4 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.75" + Indent at: 1.4"

Formatted: Indent: Left: 0.75", Hanging: 0.65", Outline numbered + Level: 4 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.75" + Indent at: 1.4"

Formatted: Indent: Left: 0.75", Hanging: 0.5", Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.75" + Indent at: 1.25"

Formatted: Indent: Left: 0.75", Hanging: 0.5", Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.75" + Indent at: 1.25"

Formatted: Indent: Left: 0.75", Hanging: 0.5", Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.75" + Indent at: 1.25"

LCCOA Unit 6 MOU July 1, 2025 – June 30,

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

5.3.3.7.3.3. Adjustment of Anniversary Date

For the purposes of salary increases within a classification, the anniversary date of any person reemployed under this provision shall be adjusted by postponing the anniversary date last held in a permanent position the number of days equal to the number of days during which the employee was laid off. This above procedure shall establish the employee's new salary anniversary date and all benefit and leave accrual rates.

Formatted: Indent: Left: 0.75", Hanging: 0.5", Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.75" + Indent at: 1.25"

5.3.4.7.3.4. 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/their layoff. Furthermore, the employee shall be entitled to utilize sick leave and vacation benefits as if there had been no break in service. Accrual of such benefits shall be based on the new salary anniversary date.

Formatted: Indent: Left: 0.75", Hanging: 0.5", Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.75" + Indent at: 1.25"

5.3.5.7.3.5. Time Limit

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

Formatted: Indent: Left: 0.75", Hanging: 0.5", Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.75" + Indent at: 1.25"

5.3.6.7.3.6. 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/their name from all reemployment lists.

Formatted: Indent: Left: 0.75", Hanging: 0.5", Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.75" + Indent at: 1.25"

5.3.7.7.3.7. Employee Responsibility for Contact Means

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

Formatted: Indent: Left: 0.75", Hanging: 0.5", Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.75" + Indent at: 1.25"

5.4.7.4. 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.

Formatted: Indent: Hanging: 0.5", Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.75" + Indent at: 1.25"

5.5.7.5. HIRING PREFERENCE

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

Formatted: Indent: Hanging: 0.5", Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.75" + Indent at: 1.25"

5.6.7.6. REVOLVING TRAVEL FUND

5.6.7.6.1. Amount

A Revolving Travel Fund in the amount of \$1,500.00 will be established in the Sheriff's Department to provide for necessary travel advance funds when time will not permit employee travel advance funding through normal procedures.

Formatted: Indent: Hanging: 0.5", Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.75" + Indent at: 1.25"

Formatted: Indent: Left: 0.75", Hanging: 0.5", Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.75" + Indent at: 1.25"

5.6.7.6.2. Accounting

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

Formatted: Indent: Left: 0.75", Hanging: 0.5", Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.75" + Indent at: 1.25"

5.6.7.6.3. Travel Advance Reimbursement

Employees issued advance travel money from the Revolving Travel Fund shall be individually responsible for reimbursing the fund after travel is completed.

Formatted: Indent: Left: 0.75", Hanging: 0.5", Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.75" + Indent at: 1.25"

5.7.7.7. PROBATIONARY PERIOD

5.7.7.7.1. Defined

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

Formatted: Indent: Hanging: 0.5", Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.75" + Indent at: 1.25"

Formatted: Indent: Left: 0.75", Hanging: 0.5", Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.75" + Indent at: 1.25"

5.7.7.7.2. Promotional Probationary Periods

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

Formatted: Indent: Left: 0.75", Hanging: 0.5", Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.75" + Indent at: 1.25"

5.7.7.7.3. Failure to Complete Promotional Probation

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

Formatted: Indent: Left: 0.75", Hanging: 0.5", Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.75" + Indent at: 1.25"

5.7.7.7.4. No Promotion During Initial Probationary Period, Exception

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

Formatted: Indent: Left: 0.75", First line: 0", Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.75" + Indent at: 1.25"

7.8. ROTATING FULL TIME SPECIAL ASSIGNMENTS

In order to maintain a high level of knowledge, special assignment changes will be rotated. If an incumbent deputy has continuously held a listed specialized position for longer than two (2) years, but less than four (4) years, they may submit a request for assignment extension in writing to the Jail Commander. All incumbent deputies continuously serving in listed specialized assignment for a period of four (4) years or more will rotate out of that assignment. The deputy who has served in the special assignment the longest will transfer out first, unless other specific department needs exist. After deputies rotate out of a special assignment they will not be eligible to test for the same position until they have worked in a different assignment for at least one (1) year.

Deputies who are selected to serve in a special assignment will generally remain in that assignment for a period of two (2) years. At the end of the two (2) years the deputy would return to floor operations. Alternatively, they may make a request in writing to the Jail Commander to remain in the special assignment for one (1) additional year. At the end of the third year the deputy may return to floor operations or make a second and final request for an assignment extension of one (1) year. Management with input from the deputy's sergeant will determine if the extension(s) will be granted. No deputy will be assigned to a special assignment beyond four (4) years unless a staffing emergency exists and management

Formatted: Indent: Left: 0.75", Right: 0.29", Space
Before: 9.2 pt, No bullets or numbering

LCCOA Unit 6 MOU July 1, 2025 – June 30,

determines the continued assignment is necessary. If such a staffing emergency exists the continued assignment should be reviewed once annually.

Such assignments by the Sheriff or his designee shall be made on the basis of a selection process that includes but is not limited to a completed application, review of personnel record and an oral review board. The employee shall be paid at the same step level as is currently assigned and their anniversary date shall not change as a result of their assignment.

5-8-7.9. EXTRA WORK PROGRAM

Employees in the unit shall be allowed to work at a job in addition to ~~his/her~~their job with the COUNTY. The time employed at the additional job shall not exceed twenty (20) hours per week or twelve hundred (1200) hours per calendar year.

Department head approval shall be necessary to avoid conflict of interest and conflict with scheduled department work hours for the extra hours so employed. Employees shall not be allowed to work as paid security.

5.9.7.10. PEACE OFFICER BILL OF RIGHTS

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

5.10.7.11. TRANSPORT VEHICLE SAFETY AND INSPECTIONS

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

5.11.7.12. ACCIDENT REVIEW BOARD

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

5.12.7.13. EMERGENCY LEAVE TRANSFER

When an employee has exhausted all paid leave and the department head determines that an emergency exists, which has not been caused through any fault of the employee, the department head shall authorize the transfer of Compensatory Time Off and Vacation Time, pursuant to existing County policy, from individuals volunteering said time to the affected employee. Time shall be transferred on an hour-for-hour basis. This transfer program shall remain in effect for the duration of this MOU.

5.13.7.14. COPIES OF THE MOU

Formatted: Space Before: 1.85 pt, No bullets or numbering

Formatted: Indent: Left: 0.75", No bullets or numbering

Formatted: Indent: Hanging: 0.5", Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.75" + Indent at: 1.25"

Formatted: Indent: Hanging: 0.5", Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.75" + Indent at: 1.25"

Formatted: Indent: Left: 0.75", Hanging: 0.5", Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.75" + Indent at: 1.25"

Formatted: Indent: Left: 0.75", Hanging: 0.5", Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.75" + Indent at: 1.25"

Formatted: Indent: Left: 0.75", Hanging: 0.5", Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.75" + Indent at: 1.25"

Formatted: Indent: Left: 0.75", Hanging: 0.5", Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.75" + Indent at: 1.25"

LCCOA Unit 6 MOU July 1, 2025 – June 30,

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

5.14.7.15. PRE-RETIREMENT DEATH BENEFIT

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

Formatted: Indent: Left: 0.75", Hanging: 0.5", Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.75" + Indent at: 1.25"

6. CLOSING PROVISIONS

6.1.7.16. PEACEFUL PERFORMANCE CLAUSE

During the term of this MOU and the period of time reasonably necessary for the meet-and-confer process to conclude a successor Agreement to this MOU, neither the ASSOCIATION nor any person acting officially on its behalf will cause, authorize, engage in, or sanction any strike, sick-in, work stoppage, slow-down, picketing other than informational picketing on the employees' own time, concerted or individual failure to report for duty, unauthorized absence, including compliance with a request of another labor organization or meet-and-confer unit to engage in or honor such activities, or any activity by any other euphemism which results in less than the full, faithful, and peaceful performance of any and all duties of employment.

In the event of any activity which results in less than the full, faithful, and peaceful performance of any and all duties of employment by a member of a bargaining unit that is recommended, encouraged, or caused by the ASSOCIATION, the COUNTY shall not be required to negotiate on the merits of any dispute which may have given rise to such activity until such activity has ceased. In the event that the COUNTY declares in writing during the term of this MOU that members of the Bargaining Unit are involved in such activity, the ASSOCIATION by its officers shall immediately advise its members in writing that such activity, if it exists, is unauthorized.

A copy of such written notification shall be transmitted to the COUNTY. If, in the event of any such activity, the ASSOCIATION promptly and in good faith has performed the obligations of this section, and providing the ASSOCIATION had not otherwise encouraged, authorized, or caused such activity, the ASSOCIATION shall not be liable for any damages caused by the violation of this provision. However, the COUNTY does not waive its right to discipline, up to and including discharge, any employee who instigates, participates in or gives leadership to, any such activity herein prohibited; and the COUNTY does not waive its right to seek full legal redress, including damages against any such employee.

6.2.7.17. SAVINGS PROVISION

If any provisions of this MOU are held to be contrary to law by a court of competent jurisdiction or a State or Federal statute becomes effective which prohibits the parties hereto from complying with the provisions hereof, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect. If possible, the parties shall enter into meet-and-confer sessions for the sole purpose of arriving at a mutually-satisfactory replacement for such provisions.

7.18. COUNTY PERSONNEL RULE PROVISION

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

Formatted: Body Text, Space Before: 0 pt, No bullets or numbering, Tab stops: Not at 0.75"

Formatted: Indent: Hanging: 0.5", Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.75" + Indent at: 1.25"

Formatted: Indent: Hanging: 0.5", Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.75" + Indent at: 1.25"

Formatted: Heading 2, Indent: Hanging: 0.5", Add space between paragraphs of the same style, Line spacing: single, Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.75" + Indent at: 1.25", Tab stops: 1.25", Left + Not at 0.56"

Formatted: Font: 12 pt

6-3:

6.8.4 FULL UNDERSTANDING, MODIFICATION AND WAIVER

This MOU sets forth the full and entire understanding of the parties regarding the matters set forth herein, and all matters within the scope of representation, and any other prior or existing understandings or agreements by the parties, whether formal or informal, regarding any such matters are hereby suspended or terminated in their entirety.

It is agreed and understood that each party hereto voluntarily and unqualifiedly waives its rights to negotiate, and agrees that the other party shall not be required to negotiate, with respect to any matter covered herein during the term of this MOU. Nothing in this paragraph shall preclude the parties from jointly agreeing to meet and confer on any issue(s) within the scope of representation during the term of this Agreement. No agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing by all parties hereto, and if required, approved and implemented by the County Board of Supervisors and the ASSOCIATION. The waiver of any breach, term, or condition of this MOU by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

6.4.7.19. TERM AND EFFECT

This MOU represents the entire Agreement between the COUNTY and ASSOCIATION on subjects contained herein and shall become of full force and effect, unless otherwise noted herein, upon ratification by both parties, and unless otherwise noted, shall continue in full force and effect through midnight June 30, 2025~~9~~, and shall continue from month-to-month thereafter until superseded by a successor Agreement; however, it is understood and agreed that no right to a further or additional increase in salary will accrue or is contemplated in the event this Agreement must continue in force and effect on a month-to-month basis subsequent to June 30, 2025~~9~~ 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.

#####

#####

#####

#####

Formatted: No bullets or numbering

Formatted: Indent: Hanging: 0.5", Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.75" + Indent at: 1.25"

LCCOA Unit 6 MOU July 1, 2025 – June 30,

#####

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

Formatted: Indent: First line: 0"

Formatted: Font: 12 pt

ATTEST: SUSAN PARKER

COUNTY OF LAKE

Clerk to the Board of Supervisors

By: _____

Chair, Board of Supervisors

APPROVED AS TO FORM:

LLOYD GUINTIVANO

County Counsel

AUDITOR REVIEW:

JENAVIVE HERRINGTON

Auditor-Controller

Unit 6 LCCOA Salary Grade Table

Class #	Classification Title	Grade	Pay	YEAR 1		YEAR 2				
						Step 1	Step 2	Step 3	Step 4	Step 5
06-1165	CIVIL UNIT COORDINATOR	J13	H			18.37	19.29	20.25	21.27	22.33
06-2210	CORRECTIONAL AIDE	J13	H			18.37	19.29	20.25	21.27	22.33
06-2040	DEPUTY SHERIFF I - CORRECTIONS	J21	H			22.38	23.50	24.68	25.91	27.21
06-2041	DEPUTY SHERIFF II - CORRECTIONS	J25	H			24.71	25.94	27.24	28.60	30.03
06-0630	DEPUTY SHERIFF TRAINEE	J22	H			22.94	24.09	25.29	26.56	27.89
06-2030	PUBLIC SAFETY DISPATCHER I	J15	H			19.30	20.27	21.28	22.34	23.46
06-2031	PUBLIC SAFETY DISPATCHER II	J20	H			21.84	22.93	24.08	25.28	26.54
06-1223	SERGEANT - CORRECTIONS	J31	H			28.65	30.09	31.59	33.17	34.83
06-2032	SUPERVISING PUBLIC SAFETY DISPATCHER	J24	H			24.10	25.31	26.58	27.90	29.30

Unit 6 LCCOA Salary Grade Table

				YEAR 3					YEAR 4				
Class #	Classification Title	Grade	Pay	Step 1	Step 2	Step 3	Step 4	Step 5	Step 1	Step 2	Step 3	Step 4	Step 5
06-1165	CIVIL UNIT COORDINATOR	J13	H	18.74	19.68	20.66	21.69	22.78	19.30	20.26	21.28	22.34	23.46
06-2210	CORRECTIONAL AIDE	J13	H	18.74	19.68	20.66	21.69	22.78	19.30	20.26	21.28	22.34	23.46
06-2040	DEPUTY SHERIFF I - CORRECTIONS	J21	H	22.83	23.97	25.17	26.43	27.75	23.51	24.69	25.92	27.22	28.58
06-2041	DEPUTY SHERIFF II - CORRECTIONS	J25	H	25.20	26.46	27.78	29.17	30.63	25.95	27.25	28.61	30.05	31.55
06-0630	DEPUTY SHERIFF TRAINEE	J22	H	23.40	24.57	25.80	27.09	28.45	24.10	25.31	26.57	27.90	29.30
06-2030	PUBLIC SAFETY DISPATCHER I	J15	H	19.69	20.67	21.71	22.79	23.93	20.28	21.29	22.35	23.47	24.65
06-2031	PUBLIC SAFETY DISPATCHER II	J20	H	22.27	23.39	24.56	25.79	27.07	22.94	24.09	25.29	26.56	27.88
06-1223	SERGEANT - CORRECTIONS	J31	H	29.23	30.69	32.22	33.83	35.52	30.10	31.60	33.18	34.84	36.59
06-2032	SUPERVISING PUBLIC SAFETY DISPATCHER	J24	H	24.59	25.82	27.11	28.46	29.89	25.32	26.59	27.92	29.31	30.78

LCCOA Unit 6 MOU 2021 to 2025

Final Audit Report

2021-09-28

Created:	2021-09-27
By:	Carol Huchingson (carol.huchingson@lakecountyca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA-DYJmAHsBgaCVy-VxHqekmlxCLN6596t

"LCCOA Unit 6 MOU 2021 to 2025" History

-  Document created by Carol Huchingson (carol.huchingson@lakecountyca.gov)
2021-09-27 - 10:29:29 PM GMT - IP address: 208.91.28.66
-  Document emailed to anita.grant (anita.grant@lakecountyca.gov) for signature
2021-09-27 - 10:30:35 PM GMT
-  Email viewed by anita.grant (anita.grant@lakecountyca.gov)
2021-09-27 - 10:32:46 PM GMT - IP address: 208.91.28.66
-  Document e-signed by anita.grant (anita.grant@lakecountyca.gov)
Signature Date: 2021-09-28 - 0:40:37 AM GMT - Time Source: server - IP address: 208.91.28.66
-  Document emailed to Cathy Saderlund (Cathy.Saderlund@lakecountyca.gov) for signature
2021-09-28 - 0:40:40 AM GMT
-  Email viewed by Cathy Saderlund (Cathy.Saderlund@lakecountyca.gov)
2021-09-28 - 0:43:19 AM GMT - IP address: 208.91.28.66
-  Document e-signed by Cathy Saderlund (Cathy.Saderlund@lakecountyca.gov)
Signature Date: 2021-09-28 - 0:43:39 AM GMT - Time Source: server - IP address: 208.91.28.66
-  Document emailed to Shaun Du Fosee (sdufosee@mastagni.com) for signature
2021-09-28 - 0:43:41 AM GMT
-  Email viewed by Shaun Du Fosee (sdufosee@mastagni.com)
2021-09-28 - 0:48:18 AM GMT - IP address: 54.219.183.184
-  Document e-signed by Shaun Du Fosee (sdufosee@mastagni.com)
Signature Date: 2021-09-28 - 0:48:50 AM GMT - Time Source: server - IP address: 107.206.157.113
-  Document emailed to Franklin Gudmundson (franklin.gudmundson@lakecountyca.gov) for signature
2021-09-28 - 0:48:51 AM GMT

 Email viewed by Franklin Gudmundson (franklin.gudmundson@lakecountyca.gov)
2021-09-28 - 1:11:06 AM GMT - IP address: 208.91.28.66

 Document e-signed by Franklin Gudmundson (franklin.gudmundson@lakecountyca.gov)
Signature Date: 2021-09-28 - 1:18:09 AM GMT - Time Source: server - IP address: 208.91.28.66

 Agreement completed:
2021-09-28 - 1:18:09 AM GMT

Formatted: Indent: Left: 0.42", Space Before: 4.4 pt

Formatted: Space Before: 4.4 pt

Formatted: Indent: Left: 0.42", Space Before: 4.4 pt

Formatted: Space Before: 4.4 pt

Formatted: Indent: Left: 0.42", Space Before: 4.4 pt

Page 22: [1] Formatted	Diana Rico	6/4/2025 4:57:00 PM
Indent: Left: 0.75", Hanging: 0.5"		
Page 22: [2] Formatted	Diana Rico	6/4/2025 4:57:00 PM
Heading 3, Right: 0"		
Page 22: [3] Formatted	Diana Rico	6/4/2025 4:57:00 PM
Heading 3, Indent: Left: 0.75"		
Page 22: [4] Formatted	Diana Rico	6/4/2025 4:57:00 PM
Heading 3, Tab stops: Not at 4.25"		
Page 22: [5] Formatted	Diana Rico	6/5/2025 10:46:00 AM
Condensed by 0.1 pt		
Page 22: [6] Formatted	Diana Rico	6/5/2025 10:46:00 AM
Indent: Hanging: 0.5", Space Before: 8.4 pt, Outline numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.25" + Indent at: 0.75"		
Page 22: [7] Formatted	Diana Rico	6/5/2025 10:46:00 AM
Font: 12 pt, Bold, Condensed by 0.1 pt		
Page 22: [8] Formatted	Diana Rico	6/5/2025 10:46:00 AM
Normal, No bullets or numbering		
Page 22: [9] Formatted	Diana Rico	6/5/2025 10:46:00 AM
Font: 12 pt, Bold, Condensed by 0.1 pt		
Page 22: [10] Formatted	Diana Rico	6/5/2025 10:46:00 AM
Not Expanded by / Condensed by		
Page 22: [11] Formatted	Diana Rico	6/7/2025 9:56:00 AM
Font: 12 pt, Character scale: 100%		
Page 22: [12] Formatted	Diana Rico	6/5/2025 10:46:00 AM
Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.75" + Indent at: 1.25"		
Page 22: [13] Formatted	Diana Rico	6/7/2025 9:56:00 AM
Font: 12 pt, Character scale: 100%, Not Expanded by / Condensed by		
Page 22: [14] Formatted	Diana Rico	6/7/2025 9:56:00 AM
Font: 12 pt, Character scale: 100%		
Page 22: [15] Formatted	Diana Rico	6/7/2025 9:56:00 AM
Font: 12 pt, Character scale: 100%, Not Expanded by / Condensed by		
Page 22: [16] Formatted	Diana Rico	6/7/2025 9:56:00 AM
Font: 12 pt, Character scale: 100%		
Page 22: [17] Formatted	Diana Rico	6/7/2025 9:56:00 AM
Font: 12 pt, Character scale: 100%, Not Expanded by / Condensed by		
Page 22: [18] Formatted	Diana Rico	6/7/2025 9:56:00 AM
Font: 12 pt, Character scale: 100%		

▲	Page 22: [19] Formatted	Diana Rico	6/7/2025 9:56:00 AM
	Font: 12 pt, Character scale: 100%, Not Expanded by / Condensed by		
▲	Page 22: [20] Formatted	Diana Rico	6/7/2025 9:56:00 AM
	Font: 12 pt, Character scale: 100%		
▲	Page 22: [21] Formatted	Diana Rico	6/7/2025 9:56:00 AM
	Font: 12 pt, Character scale: 100%, Not Expanded by / Condensed by		
▲	Page 22: [22] Formatted	Diana Rico	6/7/2025 9:56:00 AM
	Font: 12 pt, Character scale: 100%		
▲	Page 22: [23] Formatted	Diana Rico	6/7/2025 9:56:00 AM
	Font: 12 pt, Character scale: 100%, Not Expanded by / Condensed by		
▲	Page 22: [24] Formatted	Diana Rico	6/7/2025 9:56:00 AM
	Font: 12 pt, Character scale: 100%		
▲	Page 22: [25] Formatted	Diana Rico	6/7/2025 9:56:00 AM
	Font: 12 pt, Character scale: 100%, Not Expanded by / Condensed by		
▲	Page 22: [26] Formatted	Diana Rico	6/7/2025 9:56:00 AM
	Font: 12 pt, Character scale: 100%		
▲	Page 22: [27] Formatted	Diana Rico	6/7/2025 9:56:00 AM
	Font: 12 pt, Character scale: 100%, Not Expanded by / Condensed by		
▲	Page 22: [28] Formatted	Diana Rico	6/7/2025 9:56:00 AM
	Font: 12 pt, Character scale: 100%		
▲	Page 22: [29] Formatted	Diana Rico	6/7/2025 9:56:00 AM
	Font: 12 pt, Character scale: 100%, Not Expanded by / Condensed by		
▲	Page 22: [30] Formatted	Diana Rico	6/7/2025 9:56:00 AM
	Font: 12 pt, Character scale: 100%		
▲	Page 22: [31] Formatted	Diana Rico	6/7/2025 9:56:00 AM
	Font: 12 pt, Character scale: 100%, Not Expanded by / Condensed by		
▲	Page 22: [32] Formatted	Diana Rico	6/7/2025 9:56:00 AM
	Font: 12 pt, Character scale: 100%		
▲	Page 22: [33] Formatted	Diana Rico	6/7/2025 9:56:00 AM
	Font: 12 pt, Character scale: 100%, Not Expanded by / Condensed by		
▲	Page 22: [34] Formatted	Diana Rico	6/7/2025 9:56:00 AM
	Font: 12 pt, Character scale: 100%		
▲	Page 22: [35] Formatted	Diana Rico	6/7/2025 9:56:00 AM
	Font: 12 pt, Character scale: 100%, Not Expanded by / Condensed by		
▲	Page 22: [36] Formatted	Diana Rico	6/7/2025 9:56:00 AM
	Font: 12 pt, Character scale: 100%		
▲	Page 22: [37] Formatted	Diana Rico	6/7/2025 9:56:00 AM

Font: 12 pt, Character scale: 100%, Not Expanded by / Condensed by

▲ **Page 22: [38] Formatted** Diana Rico 6/7/2025 9:56:00 AM

Font: 12 pt, Character scale: 100%

▲ **Page 22: [39] Formatted** Diana Rico 6/7/2025 9:56:00 AM

Font: 12 pt

▲ **Page 22: [40] Formatted** Diana Rico 6/7/2025 9:56:00 AM

Font: 12 pt, Font color: Auto

▲ **Page 22: [41] Formatted** Diana Rico 6/7/2025 9:56:00 AM

Font: 12 pt

▲ **Page 22: [42] Formatted** Diana Rico 6/7/2025 9:56:00 AM

Font: 12 pt, Font color: Auto

▲ **Page 22: [43] Formatted** Diana Rico 6/7/2025 9:56:00 AM

Font: 12 pt

▲ **Page 22: [44] Formatted** Diana Rico 6/7/2025 9:56:00 AM

Font: 12 pt, Font color: Auto

▲ **Page 22: [45] Formatted** Diana Rico 6/7/2025 9:56:00 AM

Font: 12 pt

▲