

## **1. GENERAL PROVISIONS**

### **1.1. PARTIES TO THE MEMORANDUM**

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

### **1.2. AUTHORIZED AGENTS**

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

#### **1.2.1. County Agents**

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

County of Lake  
255 North Forbes Street  
Lakeport, California 95453

#### **1.2.2. Association Agents**

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

Lake County Sheriff's  
Deputies Association  
P.O. Box 188  
Lower Lake, CA 95457

### **1.3. RECOGNITION**

The ASSOCIATION is hereby acknowledged as the recognized employee

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

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#### **1.4. ASSOCIATION RIGHTS**

##### **1.4.1. 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.

##### **1.4.2. Meet and Confer Members**

No more than two (2) members of the Meet and Confer Committee of the ASSOCIATION will be paid by the Employer for the time spent on negotiations with the Employer. Said pay shall be only for straight time hours they would otherwise have worked on regular schedules of work.

##### **1.4.3. Use of Bulletin Boards**

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

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

at prevailing fees for work done.

3. Employee representatives will be allowed to post notices on bulletin boards in their sections during work hours without loss of pay insofar as the exercise of this privilege does not interfere with his/her assigned duties.
4. Because of the shift nature of the work, COUNTY agrees to continue the policy of providing a location for ASSOCIATION meetings to facilitate attendance insofar as it does not conflict with other provisions of this article to do so.

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#### **1.5. COUNTY RIGHTS AND RESPONSIBILITIES**

COUNTY retains, solely and exclusively, all the rights, powers and authority exercised or held prior to the execution of this MOU, except as expressly limited by a specific provision of this MOU. Without limiting the generality of the foregoing, the rights, powers, and authority retained solely and exclusively by COUNTY and not abridged herein, include but are not limited to, the following:

To manage and direct its business and personnel; to manage, control, and determine the mission of its departments, building facilities and operations; to create, change, combine or abolish jobs, departments and facilities in whole or in part; to subcontract or discontinue work for economic or operational reasons; to direct the work force; to increase or decrease the work force and determine the number of employees needed; to hire, transfer, promote and maintain the discipline and efficiency of its employees; to establish work standards, schedules of operation and reasonable work load; to specify or assign work requirements

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

## **2. COMPENSATION**

### **2.1. SALARY SCHEDULE**

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

The Salary Schedule contained herein is a five-step salary schedule consisting of ENTRY, INTERMEDIATE, JOURNEY, ADVANCED and CAREER steps. Unless advanced step hiring has been approved, every employee entering into represented classes, except by promotion or reclassification, covered by this Agreement shall begin his/her service in the ENTRY step.

#### **2.1.2. Promotion and Reclassification**

An employee who is promoted, or whose position has been reclassified to a higher level, 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 or her base salary prior to such promotion, whichever is greater. If the employee being promoted or whose position is reclassified to a higher level is at a longevity level (actual salary) that is higher than the fifth (career) step of the salary range for the class of promotion or reclassification, the employee's actual salary shall be

increased to the longevity level in the higher range which provides for a minimum five percent (5%) increase in actual salary. Such employee shall retain his/her same relative longevity time status (e.g., 2 years = 2 years) in accruing eligibility for any further longevity salary increases.

### **2.1.3. Eligibility**

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

## **2.2. SALARY**

Effective September 1, 2004, the salary range for each classification shall be as shown in Attachment "A", attached hereto and incorporated by reference herein which reflects a two percent (2%) cost of living adjustment to base salary.

## **2.3. LONGEVITY**

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

### **2.3.1. Longevity Upon Demotion**

Employees who are demoted shall be placed at the salary step representing the least loss of pay. In no case shall the salary be increased above that received in

the classification from which the employee was demoted. Any longevity increases accrued shall remain in effect to the extent such longevity increases accrued in the previously-held job classification to which the employee demotes.

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

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

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

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

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

##### **2.5.2. Accrual of Temporary Replacement Time**

An officer who, within a twelve-month period, accrues more than fifteen (15) days of temporary duties in a higher job classification, shall receive an additional five percent (5%) differential or the career step of the higher classification, whichever is less, commencing with the sixteenth (16th) day of such duties for each day so worked thereafter.

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

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

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## **2.6. SALARY DIFFERENTIALS**

### **2.6.1. Investigator Differential**

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

### **2.6.2. Narcotic Law Enforcement Specialist**

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

### **2.6.3. Criminalist Specialist**

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

### **2.6.4. Midnight Shift Differential**

An employee who is assigned a shift of which at least five hours are between 8:00 p.m. and 8:00 a.m. shall receive an additional two and one-half percent (2.5%) of base salary as shift differential for that shift, and for hours contiguous to

that shift. The allowance of a midnight shift differential for shifts where at least five hours are between 8:00 p.m. and 8:00 a.m. modifies the previous agreement of the parties whereby the midnight shift differential was available to those employees who were assigned shifts of which at least five hours were between 10 p.m. and 8:00 a.m. This modification has been agreed to on a trial basis only for a period of six months, having been implemented on November 11, 2001. At any point after that trial period, if either the Sheriff or the Board of Supervisors determines to discontinue this change, the midnight shift differential will revert to the terms of the previous agreement, i.e., available for shifts where at least five hours are between 10 p.m. and 8 a.m.

#### **2.6.5. Advanced Post Differential**

Each employee who has achieved and been awarded an Advanced Post Certificate shall receive an additional two and one-half percent (2.5%) of his/her base pay rate. An employee who has achieved the above Certificate is eligible for Advanced Certificate differential regardless of whether the Certificate was obtained prior to employment or during employment with the COUNTY.

#### **2.6.6. Police Dog Program**

An employee who is assigned by the Sheriff to be responsible for care of the department's police dog shall receive eighty-seven dollars and twenty-three cents (\$87.23) per monthly pay period during the term of such assignment. The employee's responsibility under this program shall include care of the police dog during on-duty and off-duty hours, scheduling regular training for the dog, transporting the dog to training sessions and other related duties in connection with normal maintenance of County's Police Dog Program. COUNTY shall pay

all fees for training (currently \$75 per month) as well as recertification fees. The police dog's food, grooming, and medical expense shall be provided through arrangements made by COUNTY, at no cost to the employee.

#### **2.6.7. Field Training Officer Pay**

When qualified Field Training Officers are actually training new officers assigned to them by the Sheriff, they shall be eligible to receive an additional five dollars (\$5.00) per shift.

#### **2.6.8. Bilingual Differential**

A peace officer certified as bilingual in Spanish shall receive two and one-half percent (2.5%) of his or her base pay for all hours worked while assigned to a position where it is determined by the Sheriff that said bilingual skill is necessary to perform the assignment.

#### **2.6.9. School Resource Officer**

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

### **2.7. ON CALL STATUS**

From time to time, the Sheriff's Department would benefit from an arrangement whereby an Investigator in that Department and/or an officer in the Narcotics Task Force would each be "on call" outside his or her regular work shift. Such on call status requires that the Investigator and/or Narcotics Task Force officer abstain from alcohol and remains within forty-five (45) minutes response time to Lake County. Further, such on call status shall occur, if at all, over a consecutive seven-day period and only one Investigator and one officer from the Narcotics

Task Force may be on call at any one time. Such an Investigator/Task Force officer who agrees to on call status pursuant to the terms and conditions outlined hereinabove shall be compensated \$75.00 for any such consecutive seven-day period he or she is on call.

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

#### **3.1. GENERAL**

Except as may be otherwise provided in the County Personnel Rules, or by this MOU, the workweek of safety unit members shall normally consist of either:

1. Five (5) work periods of eight (8) hours per day (5/8).
2. Four (4) work periods of ten (10) hours per day (4/10).
3. Four and one-half (4 ½) work periods of four (4) nine (9) hour days and one (1) four (4) hour day (9/80).
4. Three and one-half (3 ½) work periods of three (3) twelve (12) hour days and one (1) four (4) hour day (3/12).
5. Two (2) twelve (12) hour days and one (1) ten (10) hour day alternating with three (3) twelve (12) hour days and one (1) ten (10) hour day in a fourteen-day work period. Said work period shall be subject to the overtime exemption of Section 207K of the Fair Labor Standards Act. Employees shall be compensated at time and one-half for all hours worked in excess of eighty (80) hours pursuant to this work schedule. The implementation of such a work period shall require the mutual agreement of the ASSOCIATION and the Sheriff's Department, which shall be memorialized in a separate side agreement between those parties and which shall include the date said work schedule shall begin and the duration of such a schedule.

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

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

### **3.1.1. Emergency Defined**

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

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

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

### **3.3. REST PERIODS**

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

### **3.4. OVERTIME**

### **3.4.1. Overtime Defined**

It is hereby agreed that unit employees shall be compensated for overtime hours assigned and worked in excess of the normal work shift (or forty (40) hours in the normal work week) at 1-1/2 times the hourly rate of pay, or compensatory time off at time and one-half, at the employee's option.

### **3.4.2. Maximum Accrual of CTO**

Compensatory time off may be accumulated up to a maximum of one hundred (100) hours.

## **3.5. CALL BACK**

### **3.5.1. Call Back Defined**

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

### **3.5.2. Shift Extension Not Call Back**

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

### **3.5.3. Minimum Call Back Time**

Employees who are called back to work shall be credited with a minimum of four

(4) hours at time and one-half.

#### **3.5.4. Scheduled Work or Training Not Call Back**

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

#### **3.5.5. Call Back Not Considered Time Worked**

Compensated hours under this section shall not be included in the determination of total hours worked in a monthly period.

#### **3.5.6. Seniority Call Back**

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

### **3.6. COURT TIME**

Employees who must report for a court appearance or other official hearing outside of their regularly scheduled work shift shall be guaranteed four (4) hours credit 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.

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#### **4. LEAVE BENEFITS**

##### **4.1. VACATION LEAVE**

###### **4.1.1. Allowance**

The following annual vacation allowance shall be credited to each employee in the unit based upon full-time continuous permanent employment with the COUNTY:

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

###### **4.1.2. Utilization**

No employee may utilize vacation leave before successful completion of one continuous year of service. Employees shall be permitted to schedule annual vacation leave in three (3) increments each calendar year.

###### **4.1.3. Denial of Leave Request/Accrual Extension**

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

###### **4.1.4. Payment Upon Separation**

Accrued but unused vacation leave shall be paid upon termination.

###### **4.1.5. Sick While on Vacation**

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

**4.2. SICK LEAVE**

**4.2.1. Accumulation and Usage**

The accumulation and use of sick leave shall be governed by the appropriate sections of the County's Personnel Rules.

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

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

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

<u>Completed Service</u>	<u>Sick Leave Paid Off</u>
1 yr but less than 2 yrs	20.0%
2 yrs but less than 3 yrs	22.5%
3 yrs but less than 4 yrs	25.0%
4 yrs but less than 5 yrs	27.5%

5 yrs but less than 6 yrs	30.0%
6 yrs but less than 7 yrs	32.5%
7 yrs but less than 8 yrs	35.0%
8 yrs but less than 9 yrs	40.0%
9 yrs but less than 10 yrs	45.0%
10 or more years	50.0%

**4.2.3. Cash in Lieu**

ASSOCIATION members who have accrued more than five hundred (500) hours of unused sick leave may request and receive cash in lieu of sick leave hours which are in excess of five hundred hours. However, no such employees shall receive more than twenty (20) hours cash in lieu of sick leave hours in any one fiscal year.

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**4.3. MATERNITY LEAVE**

**4.3.1. Maternity Leave Defined**

Subject to the general provisions of Section 1503.2 of the Personnel Rules, employees are entitled to leave for disabilities caused or contributed to by their pregnancy, miscarriage, childbirth, and recovery therefrom on the same terms and conditions governing leaves of absence for other illness or medical disability. Such leave shall not be used for child care, child rearing or preparation for child bearing, but shall be limited to those disabilities as set forth above. The length of such disability leave, including the date on which the leave shall commence and the date on which the duties are to be resumed, shall be determined by the

employee and the employee's physician; however, the COUNTY may require a verification of the extent of disability through a physical examination of the employee by the County Health Officer. In no event shall the leave extend for more than one calendar year.

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

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

#### **4.3.3. Equivalent Classification Upon Return**

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

### **4.5. COUNTY DECLARED HOLIDAYS**

#### **4.5.1. Holidays Defined**

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

- 1) January 1
- 2) January (Third Monday)
- 3) February (Third Monday)
- 4) May (Last Monday)
- 5) July 4
- 6) September (First Monday)
- 7) October (Second Monday)
- 8) November 11

- 9) November (Thanksgiving Day)
- 10) November (Day after Thanksgiving Day)
- 11) December 24
- 12) December 25
- 13) Any other holiday declared by the Board pursuant to State law.

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

Any holiday which falls on a Sunday shall be observed on the following Monday.

Any holiday which falls on a Saturday shall be observed on the preceding Friday.

#### **4.5.3. Holiday Pay**

All shift employees who have to work regardless of the holiday schedule shall receive the equivalent of eight (8) hours pay during the pay period in which the holiday occurs at straight time in lieu of the holiday off. Such holiday pay shall not be considered time worked for the purpose of calculating overtime nor shall it be used to calculate base pay. All other employees shall receive the day off with eight (8) hours pay with such time to be considered time worked.

#### **4.6. BEREAVEMENT LEAVE**

An employee shall receive bereavement leave of twenty-four (24) hours for an in-state incident, or forty (40) hours for an out-of-state incident, due to the death of his or her parent, stepparent, mother-in-law, father-in-law, spouse, child, stepchild, adopted child, niece, nephew, aunt, uncle, grandchild, grandparent, sister, brother, sister-in-law, brother-in-law, grandfather-in-law, grandmother-in-law, or the death of any person residing in the immediate household of the employee at the time of death.

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. Such bereavement leave is separate and shall not be credited against other forms of leave. Bereavement leave shall be used by the employee before he/she makes use of accrued sick time for purposes of the bereavement leave provision of Section 1504 of the Lake County Personnel Rules.

## **5. HEALTH AND WELFARE BENEFITS**

### **5.1. GROUP INSURANCE**

#### **5.1.1. Maximum Monthly County Contribution for Health Care Coverage**

For the term of this Agreement, except as otherwise provided in Section 5.1.6 herein, the COUNTY shall pay a maximum contribution of four hundred dollars (\$400.00) per month toward the COUNTY-sponsored medical, dental, vision, and life group insurance plan for each employee who enrolls in a COUNTY-sponsored group medical, dental, vision, and life insurance plan. As of January 1, 2004, under the COUNTY's flexible benefits plan, \$32.20 of this contribution is specifically designated for group medical insurance, with up to an additional \$367.80 per month in COUNTY contribution available and paid toward an employee's total group medical, dental, vision, and life insurance premium. The amount so designated will increase on January 1, 2005, and will be subject to additional incremental increases through January 1, 2008, as required by CalPERS. In no event shall the COUNTY's financial obligation exceed the actual monthly premium for an employee's medical, dental, vision, and life insurance. Employees who participate in the group medical insurance plans shall be required to also participate in the same corresponding group dental, vision, and

life insurance plans, based on the type of coverage the employee has selected for his/her medical plan, i.e., employee-only, employee plus one dependent, or employee plus two or more eligible dependents.

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 \$400 per month COUNTY contribution.

### **5.1.2. Coverage**

The scope of coverage under the COUNTY-sponsored plan will not be diminished during the term of this Agreement. For purposes of this paragraph, "scope of coverage" is defined as medical, dental, vision, and life insurance coverage.

### **5.1.3. Retirees' Coverage**

As of January 1, 2004, for COUNTY retirees, the COUNTY shall pay \$32.20 per month toward the retiree's medical insurance premium. In addition, for those retirees with fifteen years of continuous County service who participate in the COUNTY's retiree insurance program, the COUNTY shall pay a monthly stipend to the retiree which is equivalent to 50% of the group health insurance premium for active employees with employee-only coverage under the same health plan, minus the amount referenced above. The above-referenced amount will increase on January 1, 2005, and will be subject to additional incremental increases through January 1, 2008, as required by CalPERS. Such stipend shall be discontinued once the employee reaches sixty-five years of age or is eligible for Medicare coverage, whichever is later. For those retirees with twenty years of

continuous County service who participate in the COUNTY's retiree insurance program, the COUNTY shall pay a monthly stipend to the retiree which is equivalent to 75% of the group health insurance premium for active employees with employee-only coverage under the same health plan, minus the amount referenced hereinabove. Such stipend shall be discontinued once the employee reaches sixty-five years of age or is eligible for Medicare coverage, whichever is later.

#### **5.1.4. Insurance Opt-Out With Alternative Coverage**

Employees may waive health care coverage in its entirety, i.e. medical, dental, and vision insurance (not life insurance). Proof of similar coverage is required to be provided to the COUNTY in such a form as the COUNTY may require. The COUNTY shall pay the monthly life insurance premiums for any employee who chooses to waive health coverage in its entirety while employed by the COUNTY. Employees waiving health care coverage shall receive 50% of the employee with dependents contribution per month cash in lieu.

#### **5.1.5. Cafeteria/Section 125 Plan**

The COUNTY agrees to continue working with the ASSOCIATION on the existing "Cafeteria" or "Section 125" style benefit plan and to evaluate, when economically feasible, additional employee benefits which may be pre-taxed.

#### **5.1.6. Temporary County Contribution Increase for Health Care Coverage**

COUNTY agrees to continue a temporary increase in its contribution for health care coverage as follows:

- From \$400.00 to \$500.00 per month, effective June 1, 2004 through December 31, 2004.

- From \$400.00 to \$550.00 per month, effective January 1, 2005 through June 30, 2005.

During the period of this temporary increase, until January 1, 2005, under the COUNTY's flexible benefits plan, \$32.20 of this contribution is specifically designated for group medical insurance, with up to an additional \$467.80 per month in COUNTY contribution available and paid toward an employee's total group medical, dental, vision, and life insurance premium. The amount so designated will increase on January 1, 2005, as specified in Attachment "B" hereto. In no event shall the COUNTY's financial obligation exceed the actual monthly premium for an employee's medical, dental, vision, and life insurance. Employees who participate in the group medical insurance plans shall be required to also participate in the same corresponding group dental, vision, and life insurance plans, based on the type of coverage the employee has selected for his/her medical plan, i.e., employee-only, employee plus one dependent, or employee plus eligible dependents.

At the conclusion of this period, the COUNTY's contribution to health care coverage shall revert to that which is provided in Section 5.1.1 hereinabove. This temporary increase in contribution shall not effect the amount of the insurance opt-out paid to employees waiving health care coverage pursuant to Section 5.1.4 of this Article. Employees waiving health care coverage shall receive 50% of the employee with dependents contribution of \$400.00 per month cash in lieu. This temporary increase in contribution shall not effect the amount of the monthly stipend paid by the COUNTY to retirees under the COUNTY's retiree insurance

program described in Section 5.1.3 hereinabove. The stipend to retirees shall continue to be paid according to the terms of the COUNTY's insurance contribution outlined in Section 5.1.1 hereinabove.

## **5.2. PERS**

### **5.2.1. Employee's PERS Contribution**

The employee shall pay the entire employee's contribution to PERS currently equal to approximately nine percent (9%) of the employee's gross pay for members of the unmodified Safety PERS System. Such members contribution will be deducted pre-tax.

### **5.2.2. Credit for Unused Sick Leave Option**

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

### **5.2.3. Military Buy Back**

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

## **5.3. PERSONAL PROPERTY REIMBURSEMENT**

Employees shall be paid the reasonable cost of replacing or repairing personal property necessarily worn or carried by the employee which is damaged or destroyed in the line of duty as outlined in the Sheriff's Department Equipment Policy. Payment shall be made only when the loss was not due, to any significant extent, to the fault or negligence of the Employee. Employees must agree to subrogate any recovery of costs from other parties. The rules and

regulations governing property reimbursement, including maximum reimbursement amounts for certain items, shall be as provided in the Sheriff's Department Equipment Policy.

The maximum reimbursement for watches shall be \$40.00.

## **5.4. UNIFORMS**

### **5.4.1. Uniform/Equipment Allowance**

Eligible employees of the Sheriff's Department shall be entitled to receive allowances for uniforms and equipment in the amounts of six hundred dollars (\$600.00) per year and nine hundred dollars (\$900.00) per year respectively.

Said allowances to be paid in the manner as prescribed by the County Auditor on a semi-annual basis. The items required to be purchased with this allowance are itemized in Attachment "C".

### **5.4.2. Change of Uniforms**

The COUNTY shall provide advance notice to the ASSOCIATION on uniform changes being considered. Upon request, the COUNTY shall provide the opportunity to meet with the ASSOCIATION regarding these matters. There is no obligation to meet and confer on optional standards, voluntary trial tests and other non-mandatory requirements.

## **5.5. SAFETY EQUIPMENT**

### **5.5.1. Defined**

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

1. Chemical agents
2. Patches
3. Standard Duty Weapon

#### 4. Hand-held Radio

##### **5.5.2. Implementation**

Items defined hereinabove as safety equipment shall be provided to all newly-hired employees assigned duties requiring their use. Current employees shall be provided the items on an as-needed replacement basis provided that the existing equipment was not intentionally damaged. The COUNTY shall provide necessary ammunition for the Standard Duty Weapon and duty ammunition for the required qualification shootings per year. The type, manufacturer, and quantity of items to be provided shall be determined by the COUNTY. The Sheriff will solicit the views of the ASSOCIATION prior to these decisions.

#### **6. GRIEVANCE PROCEDURE**

##### **6.1. DEFINITIONS**

###### **6.1.1. Grievance**

A grievance is a claimed violation, misapplication, or misinterpretation by the COUNTY of a specific provision of this MOU or an employee protection contained in any State law, County Ordinance, Resolution, Personnel Rule or written policy which adversely affects the grievant.

###### **6.1.2. Grievant**

A Grievant is an employee in the unit who is filing a grievance as defined above, or the ASSOCIATION alleging a violation of an ASSOCIATION right. Alleged violations, misapplications, or misinterpretations which affect more than one employee in a substantially similar manner may be consolidated at the discretion of management as a group grievance. In situations where more than one

employee is affected, the ASSOCIATION may file grievances on behalf of its members. The COUNTY may require that the ASSOCIATION provide a list of the names of those employees allegedly affected.

### **6.1.3. Days**

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

## **6.2. INFORMAL LEVEL**

Within ten (10) days from the event giving rise to a grievance or from the date the employee would reasonably be expected to have knowledge of such event, the grievant shall orally discuss his/her grievance with his/her immediate supervisor. The supervisor shall have five (5) days to give an answer to the employee.

## **6.3. FORMAL LEVELS**

### **6.3.1. Level 1:**

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

### **6.3.2. Level 2:**

If the grievant is not satisfied with the supervisor's answer, the grievant may, within seven (7) days from the date of such answer, file a written appeal to the division commander, who shall within seven (7) days meet with the grievant and thereafter give a written answer to the grievant within five (5) days thereafter.

**6.3.3. Level 3:**

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

**6.3.4. Level 4:**

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

**6.3.5. Level 5:**

If the grievant is not satisfied with the Personnel 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 Personnel Director. It shall be placed on the next available regular meeting agenda, at which time a date shall be set

for hearing by the Board. Such hearing shall be public unless mutually agreed otherwise. Each party shall have the right to call and examine witnesses, introduce exhibits, cross-examine opposing witnesses, subpoena evidence and witnesses, and to rebut evidence presented. Oral evidence shall be taken only under oath or affirmation. No later than two (2) weeks after the hearing, the Board shall issue a written final decision in the matter which shall be based upon the evidence and arguments presented to it by the respective parties at the hearing.

#### **6.4. HEARING OFFICER**

Within five (5) days of the filing of the grievance appeal with the Board, either or both parties may elect to refer the matter to a hearing officer. The hearing officer may be selected by mutual agreement or through requesting of names of five hearing officers who practice in the area from the American Arbitration Association. In the latter case, the hearing officer shall be selected by the parties alternately striking names. The party to strike names first shall be selected by lot. The hearing shall be private unless both parties agree to a public hearing. Each party shall have the right to call and examine witnesses, introduce exhibits, cross examine opposing witnesses, subpoena evidence and witnesses, and to rebut evidence presented. Oral evidence shall be taken only under oath or affirmation. The hearing need not be conducted according to technical rules relating to evidence or witnesses. Any relevant evidence may be admitted if it is the sort of evidence responsible persons are accustomed to rely on in the conduct of serious affairs. The rules of privilege shall be effective to the same extent that they are now or hereafter may be recognized in civil actions.

Irrelevant or unduly repetitious evidence may be excluded. Following the hearing, the hearing officer shall consider the evidence presented and shall render a written decision denying or sustaining the grievance. In rendering a decision, the hearing officer shall adhere to the applicable MOU and COUNTY rules. Further, the hearing officer shall make a written recommendation as to the appropriate action to be taken. Copies of the decision and recommendation shall be sent to the employee and two copies shall be sent to the County Personnel Director, one to be filed with the Board of Supervisors and one to be filed in the employee's permanent personnel record. The Hearing Officer's report shall then be considered by the Board of Supervisors which may accept or reject or modify the recommendations of the Hearing Officer. The Board's action shall be final and binding on all parties. Costs of the Hearing Officer shall be shared equally by the COUNTY and the employee. Costs separately incurred by the parties in the hearing process shall be borne by the party incurring the cost.

## **6.5. GENERAL PROVISIONS**

### **6.5.1. Employee's Time Limit for Forwarding Grievance**

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

### **6.5.2. Manager's Time Limit for Response**

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

### **6.5.3. Employee Representation**

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

level of this procedure.

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

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

### **7. MISCELLANEOUS**

#### **7.1. DISCIPLINARY PROCEDURE**

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

##### **7.1.1. Notice**

The department head or his/her designee may initiate disciplinary action against an employee for cause by serving upon the employee a written notice of the proposed disciplinary action. The notice shall be served upon the employee either personally or by mail and shall include: (1) A statement of the nature of the proposed disciplinary action; (2) A statement of the causes therefore; (3) A statement in ordinary and concise language of the acts or omissions upon which the causes are based; (4) Copies of all documents and materials upon which the action is based or notice of where access to such documents or materials are available; (5) A statement advising the employee of his/her right to respond either orally or in writing to the department head or his/her designee within five (5) working days of receipt of such notice and that such proposed disciplinary action shall not be effective until after completion of the response period; and (6) A statement advising the employee that if disciplinary action is imposed, he/she

may appeal such action as provided in the appeal section of this Agreement by filing a written request for hearing with the Personnel Director's Office with twenty (20) calendar days of service of the notice.

### **7.1.2. Appeal**

If the department head or his/her designee determines to impose the proposed disciplinary action and a request for hearing is filed, in all cases, an attempt shall be made to mutually agree upon a joint written submission of the issues to be submitted to the hearing officer. The basic issues to be submitted in the absence of a jointly submitted statement of the issues to the hearing officer are as follows: Was [employee's name] [dismissed, suspended, demoted] for cause? If not, to what remedy is [employee's name] entitled under the provisions of this Agreement? The hearing shall be private unless both parties agree to a public hearing. Each party shall have the right to call and examine witnesses, introduce exhibits, cross-examine opposing witnesses, subpoena evidence and witnesses, and to rebut evidence presented. Oral evidence shall be taken only under oath or affirmation. The hearing need not be conducted according to technical rules relating to evidence or witnesses. Any relevant evidence may be admitted if it is the sort of evidence responsible persons are accustomed to rely on in the conduct of serious affairs. The rules of privilege shall be effective to the same extent that they are now or hereafter may be recognized in civil actions. Irrelevant or unduly repetitious evidence may be excluded. Following the hearing, the hearing officer shall consider the evidence presented, shall make findings regarding facts and the existence of cause, and shall render a written decision and recommendation. The hearing officer may find the disciplinary

action was without cause and should be totally rescinded, was with cause and should be upheld, or was with cause but should be modified. The finding for modification shall be specific as to the modified disciplinary action recommended. Copies of the hearing officer's decision and recommendation shall be sent to the employee and the department head and two copies shall be sent to the Personnel Director, one to be filed in the employee's permanent personnel records, and one to be sent to the County Board of Supervisors for review and decision. The authority for decision to accept or reject the recommendations of the hearing officer shall rest with the County Board of Supervisors. If the hearing officer's recommendation is that the disciplinary action be totally rescinded and the Board of Supervisors concurs, the affected employee shall be restored to his/her former position or circumstance with all losses of pay and benefits fully restored. If the hearing officer recommends that the disciplinary action be modified and the Board of Supervisors concurs, the modified action shall be applied forthwith with all losses of pay and benefits, in excess of the modified action, fully restored. The decision of the Board of Supervisors in these matters shall be binding upon all parties. At all steps of this appeal process, the employee may represent himself/herself or may be represented by a person of his/her choosing. For purposes of discipline in the form of a letter of reprimand, an employee's right to appeal shall extend only to an administrative appeal to the department head.

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

#### **7.1.3.1. Selection**

Upon receipt of the notice or request for hearing, the Personnel Director or

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

#### **7.1.3.2. Witnesses**

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

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#### **7.1.3.3. Decision**

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

#### **7.1.3.4. Fees and Expenses**

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

### **7.2. LAYOFF**

#### **7.2.1. Reasons for Layoff**

When it becomes necessary, through lack of work, lack of funds, or whenever it is deemed advisable in the interests of economy or other cause to reduce the

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

### **7.2.2. Order of Layoff**

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

#### **7.2.2.1. First: Employees without permanent status:**

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

#### **7.2.2.2. Second: Employees with permanent status:**

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

### **7.2.3. Seniority Defined**

Seniority shall be measured from the employee's initial appointment to COUNTY service within the affected classification, but shall not include

any period during which the employee was (1) on leave without pay; or (2) not actually in COUNTY employment because of his/her voluntary termination, layoff, or other cause. For any employee who is reemployed after voluntary termination or discharge, seniority shall be measured from the date of his/her most recent appointment.

#### **7.2.4. Notice of Layoff**

The COUNTY shall send written notice by certified mail, postage prepaid, return receipt requested, and correctly addressed, to the last known mailing address of the employee as found in his/her personnel file. In lieu of the above, the COUNTY may serve notice by personal service. Notice of layoff shall be made at least fourteen (14) calendar days prior to the effective date of the action. If the written notice is returned to the COUNTY marked unable to forward or undeliverable, that shall also serve as proper notice.

#### **7.2.5. Demotion and Displacement In Lieu Of Layoff**

##### **7.2.5.1. Election and Seniority**

In lieu of being laid off, a regular employee may elect demotion and displacement in the same department to a classification previously held in permanent status by said employee with substantially the same or lower salary range. In order to be eligible for demotion and displacement, an employee must have more seniority than at least one of the incumbents in the demotion and displacement class.

##### **7.2.5.2. Within Department Only**

Demotion and displacement rights to specified classifications shall be applicable only within the department and subject to layoff list provisions in

this section based on ability and seniority.

#### **7.2.5.3. Notice Required**

Employees wishing demotion and displacement in lieu of layoff must notify the COUNTY, in writing, of this election no later than seven (7) calendar days after receiving notice of layoff.

#### **7.2.5.4. Salary Placement**

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

### **7.3. REEMPLOYMENT AFTER LAYOFF**

#### **7.3.1. Reemployment List**

A permanent employee involuntarily terminated from COUNTY employment by layoff shall have his/her name placed on a reemployment list by the Personnel 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.

#### **7.3.2. Conditions for Rehire**

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

- 1) The department has previously laid off employee(s) in the class for which it is now attempting to fill a vacancy.
- 2) The layoff described above resulted in a former departmental employee being placed on the current reemployment

list for that class.

- 3) The employee(s) in question accept(s) the appointment to that departmental position.

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

### **7.3.3. Adjustment of Anniversary Date**

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

### **7.3.4. Reinstatement of Leave Benefits**

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

### **7.3.5. Twelve-Month Limit**

Reemployment rights under this section shall be limited to twelve (12) months from the date of separation from COUNTY service.

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

Three declinations by an employee of an appointment opportunity from a

reemployment list shall serve to remove his/her name from all reemployment lists.

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

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

### **7.4. VACANCIES IN COUNTY SERVICE**

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

### **7.5. REVOLVING TRAVEL FUND**

#### **7.5.1. Amount**

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

Except in situations where the employee has less than ten (10) days notice of the need for said funds, the employee shall make his or her request for a travel advance prior to ten (10) days from the date of departure.

#### **7.5.2. Accounting**

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

### **7.5.3. Travel Advance Reimbursement**

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

## **7.6. PROBATIONARY PERIOD**

### **7.6.1. Defined**

Any person entering COUNTY employment as a peace officer shall service an initial eighteen (18) months probationary period.

### **7.6.2. Promotional Probationary Periods**

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

### **7.6.3. Failure to Complete Promotional Probation**

Any employee who, following promotion, fails to satisfactorily complete the six-month probationary period or the extended probationary period described in paragraph 7.6.2. hereinabove, shall be permitted to demote to his/her prior

classification with permanent status in that class resuming with the effective date of the demotion.

#### **7.6.4. Eligibility for Promotion During Initial Probationary Period**

Employees who have not completed the initial probationary period are not eligible for promotional examination, and are not eligible for promotion except through open competitive examination.

#### **7.7. EXTRA WORK PROGRAM**

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

#### **7.8. PEACE OFFICER BILL OF RIGHTS**

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

#### **7.9. EMERGENCY LEAVE TRANSFER**

When an employee has exhausted all paid leave and the department head determines that an emergency exists, which has not been caused through any fault of the employee, the department head shall authorize the transfer of Compensatory Time Off from individuals so volunteering to the affected

employee. Time shall be transferred on an hour-for-hour basis. This transfer program shall remain in effect for the duration of this MOU.

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

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

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

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

#### **7.12. COPIES OF THE MOU**

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

#### **7.13. NOTICE OF START OF NEGOTIATIONS**

The ASSOCIATION shall notify the COUNTY, in writing, between January 1, 2005 and April 1, 2005, if it wishes to propose changes in any provisions of this Agreement.

#### **7.14. TAKE HOME CAR PROGRAM**

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

#### **7.15. REOPENER: SALARY/CLASSIFICATION SURVEY**

The COUNTY agrees to reopen discussions with the ASSOCIATION regarding the results of a salary/classification survey of all COUNTY employment positions which it intends to commission within one year of this Agreement upon written request of the ASSOCIATION, with the understanding that the COUNTY makes no representations or commitments concerning the implementation of the salary survey. Further, if there is a committee formed to work with a consultant retained by the COUNTY to conduct said survey, the ASSOCIATION will be allowed equal representation as to all other bargaining units participating on such committee.

#### **7.16. REOPENER: PAY DATE**

The COUNTY has agreed to an adjustment of the date paychecks will be issued so that paychecks may be issued on the last working day of each month, with the exception of the month of June when paychecks must be issued on the first working day of July rather than the last working day of June. All bargaining units must agree to this adjustment in order for it to be implemented. The COUNTY agrees to reopen discussions with the ASSOCIATION during the term of this Agreement concerning this adjustment of the date paychecks are issued. Any such adjustment will require modification in regard to processing time which will affect payroll cutoff dates.

### **8. CLOSING PROVISIONS**

#### **8.1. PEACEFUL PERFORMANCE CLAUSE**

During the term of this MOU and the period of time reasonably necessary for the meet-and-confer process to conclude a successor agreement to this MOU, neither the ASSOCIATION nor any person acting officially on its behalf will cause, authorize, engage in, or sanction any strike, sick-in, work stoppage, slow-

down, picketing other than informational picketing on the employees' own time, concerted or individual failure to report for duty, unauthorized absence, including compliance with a request of another labor organization or meet-and-confer unit to engage in or honor such activities, or any activity by any other euphemism which results in less than the full, faithful, and peaceful performance of any and all duties of employment.

In the event of any activity which results in less than the full, faithful, and peaceful performance of any and all duties of employment by a member of a bargaining unit that is recommended, encouraged, or caused by the ASSOCIATION, the COUNTY shall not be required to negotiate on the merits of any dispute which may have given rise to such activity until such activity has ceased.

In the event that the COUNTY declares in writing during the term of this MOU that members of the Bargaining Unit are involved in such activity, the ASSOCIATION by its officers shall immediately advise its members in writing that such activity, if it exists, is unauthorized. A copy of such written notification shall be transmitted to the COUNTY. If, in the event of any such activity, the ASSOCIATION promptly and in good faith has performed the obligations of this section, and providing the ASSOCIATION had not otherwise encouraged, authorized, or caused such activity, the ASSOCIATION shall not be liable for any damages caused by the violation of this provision. However, the COUNTY does not waive its right to discipline, up to and including discharge, any employee who instigates, participates in or gives leadership to, any such activity herein prohibited; and the COUNTY does not waive its right to seek full legal redress, including damages against any such employee.

## **8.2. SAVINGS PROVISION**

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

## **8.3. FULL UNDERSTANDING, MODIFICATION AND WAIVER**

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

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

waiver of any breach, term, or condition of this MOU by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

**8.4. TERM AND EFFECT**

This MOU represents the entire Agreement between the COUNTY and ASSOCIATION on subjects contained herein and shall become of full force and effect, unless otherwise noted herein, upon ratification by both parties, and unless otherwise noted, shall continue in full force and effect through midnight June 30, 2005, 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, 2005, 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.

IN WITNESS WHEREOF, the parties hereto have caused this

Memorandum of Understanding, negotiated in good faith, to be executed by affixing their signatures below:

COUNTY OF LAKE

SHERIFF'S DEPUTIES ASSOCIATION

\_\_\_\_\_  
CHAIR, Board of Supervisors  
Representative  
Sheriff's Deputies Association

ATTEST: KELLY COX  
Clerk to the Board

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

APPROVED AS TO FORM:

CAMERON L. REEVES  
County Counsel

By: \_\_\_\_\_  
ANITA L. GRANT  
Senior Deputy County Counsel