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1. GENERAL PROVISIONS

1.1 PARTIES TO THE MEMORANDUM

This Memorandum of Understanding (hereinafter referred to as "MOU") has been executed by a representative of the Board of Supervisors of the County of Lake, hereinafter referred to as the COUNTY, and by representatives of the Lake County Sheriff's Management Association, hereinafter called the ASSOCIATION. The parties agree that all changes in working conditions and/or benefits caused by the approval of this Memorandum of Understanding and contained herein shall become effective on the date that the Board of Supervisors approves this Memorandum of Understanding, unless otherwise specified herein.

1.2 AUTHORIZED AGENTS

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

1.2.1. County Agents

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

County of Lake
255 North Forbes Street
Lakeport, California 95453

1.2.2. Association Agents

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

Lake County Sheriff's
Management Association
1220 Martin Street
Lakeport, CA 95453

1.3 RECOGNITION

The ASSOCIATION is hereby acknowledged as the recognized employee organization for permanent positions in Unit 17, a peace officer unit, as shown in both Attachment "A" to this MOU pursuant to the Lake County Employer- Employee Relations Ordinance, Article II of Chapter 14 of the Lake County Code, and Section 3500 et seq of the Government Code of the State of California.

1.4. ASSOCIATION RIGHTS

1.4.1 Meet and Confer Members

The County shall provide up to two (2) Association members, as determined by the Association president, paid release time from their regularly scheduled work to attend negotiation meetings and meet and confers.

1.4.2 Use of Bulletin Boards

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

1. COUNTY will provide space for bulletin boards, the use of established intercommunication systems, and meeting rooms.
2. COUNTY will provide use of the duplicating equipment at prevailing fees for work done.
3. Employee representatives will be allowed to post notices on bulletin boards in their sections during work hours without loss of pay insofar as the exercise of this privilege does not interfere with his/her assigned duties.

1.5 COUNTY RIGHTS AND RESPONSIBILITIES

COUNTY retains, solely and exclusively, all the rights, powers and authority exercised or held prior to the execution of this MOU, except as expressly limited by a specific provision of this MOU. Without limiting the generality of the foregoing, the rights, powers, and authority retained solely and exclusively by COUNTY and not abridged herein, include but are not limited to, the following: To manage and direct its business and personnel; to manage, control, and determine the mission of its departments, building facilities and operations; to create, change, combine or abolish jobs, departments and facilities in whole or in part; to subcontract or discontinue work for economic or operational reasons; to direct the work force; to increase or decrease the work force and determine the number of employees needed; to hire, transfer, promote and maintain the discipline and efficiency of its employees; to establish work standards, schedules of operation and reasonable work load; to specify or assign work requirements and require overtime; to schedule working hours and shifts; to adopt rules of conduct and penalties for violation thereof; to determine the type and scope of work to be performed and the services to be provided; to determine the methods, processes, means, and places of providing services; to take whatever action is necessary to prepare for and operate in an emergency. Nothing in this Article shall be construed to limit, amend, decrease, revoke or otherwise modify the rights vested in the COUNTY by any law regulating, authorizing or empowering the COUNTY to act or refrain from acting.

2.1.3 Salary on Promotion – Advanced Step

Upon promotion of a full-time or part-time employee to a new class the employee has not held before, the appointing authority may recommend, based on the employee's extraordinary qualifications, that the employee receive a salary step which is higher than that set forth in 2.1.2.1., 2.1.2.2., and/or 2.1.2.3. Under such circumstances, the Human Resources Director may authorize an advanced salary step up to Step 3. The County Administrative Officer may authorize an advanced salary step at Step 4 or Step 5. Advanced step upon promotion does not apply to flex promotions.

2.2 SALARY

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

- a. Starting the November 1, 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 a 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 a 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 a 3% COLA.

2.3. SALARY UPON DEMOTION

Employees who are demoted or 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.

2.4 ADVANCED TRAINING DIFFERENTIAL

Any Lieutenant—Corrections who achieves the education, advanced training and experience levels described below shall receive an additional 2.5% of his/her base pay upon certification by the Sheriff or his/her designee that such training level/experience has been achieved. All training must be POST or STC approved training.

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

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

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

2.5 LONGEVITY PAY

2.5.1. Eligibility – The fifth year after an employee reaches the fifth step, the employee shall receive a 2.5% increase for longevity. Each fifth year thereafter, the employee shall receive an additional 2.5% for longevity. If the employee moves to a new position they will retain any longevity increases previously earned.

2.5.2. 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 previously earned.

2.5.3 Longevity upon Promotion – Employees who are promoted will retain any longevity increases previously earned. Employees who are promoted to a position that places them at the fifth step of the new position with no longevity increases, shall receive a 2.5% longevity increase after serving five years in the new position. Each fifth year thereafter, the employee shall receive an additional 2.5% increase for longevity. Employees who promote to a new position with retained longevity increases, will be eligible for the next longevity increase, after 5 years of service in the new position. Each fifth year thereafter, the employee shall receive an additional 2.5% increase for longevity.

2.6 WORKING OUT OF CLASS

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

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

2.6.2. Accrual of Temporary Replacement Time

An employee who, within a twelve-month period, accrues more than fifteen (15) days of temporary duties in a higher job classification, shall be compensated at the base salary rate of the position to which assigned, or five percent (5%) above their normal salary rate, whichever is higher, commencing on the sixteenth (16th) day of such duties for each day so worked thereafter.

2.7. INCENTIVE PAYS

2.7.1. Intermediate, Advanced and Supervisory POST Incentive Pay

Each law enforcement management employee who achieves POST certification as described below shall receive an additional 2.5% of his/her base pay upon official recognition by the Sheriff or his/her designee, that such certification has been achieved.

- Intermediate POST Certificate 2.5%
- Advanced POST Certificate, an additional 2.5%
- Supervisory POST Certificate, an additional 2.5%

An employee who has achieved the above certificates is eligible for the applicable differential(s) regardless of whether the certificate was obtained prior to employment or during employment with the COUNTY.

2.7.2. Bilingual Differential

All Management employees certified as bilingual, through the County's standard bilingual certification process, in Spanish shall receive two and one-half percent (2.5%) of his or her base pay for all hours worked.

2.7.3. Educational Incentives or Management POST Certificate

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

3. OVERTIME

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

3. 1. OVERTIME IN CERTAIN BOARD DESIGNATED EMERGENCIES

Management employees shall be eligible for straight-time overtime pay when working beyond forty (40) hours in a week as Disaster Service Workers due to a Board of Supervisors' declared emergency that is concurrent with an active Emergency Operations Center (EOC).

Such straight-time overtime must be specifically authorized by Board of Supervisors' resolution and shall be paid in cash, and capped at a maximum of forty (40) hours per each authorized incident.

3.2. OVERTIME FOR GRANT REIMBURSEMENT AND SERVICE CONTRACTS

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

4. LEAVE BENEFITS

4.1. VACATION LEAVE

4.1.1. Allowance

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

YEARS OF SERVICE	ANNUAL ALLOWANCE ACCRUED MONTHLY
1) After 1 year but less than 5 years	3 weeks / 120 hours
2) After 5 years but less than 20 years	4 weeks / 160 hours
3) After 20 years	5 weeks / 200 hours

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

4.1.2. Utilization

Employees may use accumulated vacation leave during the pay period following its accrual. Employees shall be permitted to schedule annual vacation leave in three (3) increments each calendar year.

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

4.2.3. Cash in Lieu

ASSOCIATION members, who have accrued more than five hundred (500) hours of unused sick leave may request and receive cash in lieu of sick leave hours which are in excess of five hundred hours. Employees shall receive no more than sixty (60) hours cash in lieu of sick leave hours in any one fiscal year.

4.3. MATERNITY LEAVE

4.3.1. Maternity Leave Defined

Subject to the general provisions of Section 1503.2 of the Personnel Rules, employees are entitled to leave for disabilities caused or contributed to by their pregnancy, miscarriage, childbirth, and recovery therefrom on the same terms and conditions governing leaves of absence for other illness or medical disability. Such leave shall not be used for child care, child rearing or preparation for child bearing, but shall be limited to those disabilities as set forth above. The length of such disability leave, including the date on which the leave shall commence and the date on which the duties are to be resumed, shall be determined by the employee and the employee's physician; however, the COUNTY may require a verification of the extent of disability through a physical examination of the employee by the County Health Officer. In no event shall the leave extend for more than one calendar year.

4.3.2. Notice of Intent to Return to Duty Required

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

6.3 FORMAL LEVELS

6.3.1. Formal Grievance

If the grievant is not satisfied with the resolution proposed at the informal level, the grievant may, within ten (10) days of the receipt of such answer, file an appeal for hearing and final determination by the County Administrative Officer. The appeal, along with any documentation, shall be forwarded to the Clerk of the Board with a copy to the Human Resources Director. It shall be scheduled within two weeks of the notice, unless extended for good cause. Each party shall have the right to call and examine witnesses, introduce exhibits, cross-examine opposing witnesses, subpoena evidence and witnesses, and to rebut evidence presented. Oral evidence shall be taken only under oath or affirmation. No later than two (2) weeks after the hearing, the County Administrative Officer shall issue a written final decision in the matter which shall be based upon the evidence and arguments presented to it by the respective parties at the hearing.

6.4 GENERAL PROVISIONS

6.4.1. Employee's Time Limit for Forwarding Grievance

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

6.4.2. Manager's Time Limit for Response

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

6.4.3. Employee Representation

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

6.4.4. Waiver of Limits and Levels

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

7. MISCELLANEOUS

7.1 DISCIPLINARY PROCEDURE

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

7.1.1. Notice

The department head or his/her designee may initiate disciplinary action against an employee for cause by serving upon the employee a written notice of the proposed disciplinary action. The notice shall be served upon the employee either personally or by mail and shall include: (1) A statement of the nature of the proposed disciplinary action; (2) A statement of the causes therefore; (3) A statement in ordinary and conciselanguage of the acts or omissions upon which the causes are based; (4) Copies of all documents and materials upon which the action is based or notice of where access to such documents or materials are available; (5) A statement advising the employee of his/her right to respond either orally or in writing to the department head or his/her designee within five (5) working days of receipt of such notice and that such proposed disciplinary action shall not be effective until after completion of the response period; and (6) A statement advising the employee that if disciplinary action is imposed, he/she may appeal such action as provided in the appeal section of this Agreement by filing a written request for hearing with the Human Resources Director's Office with twenty (20) calendar days of service of the notice.

7.1.2. Appeal

If the department head or his/her designee determines to impose the proposed disciplinary action and a request for hearing is filed, in all cases, an attempt shall be made to mutually agree upon a joint written submission of the issues to be submitted to the hearing officer. The basic issues to be submitted in the absence of a jointly submitted statement of the issues to the hearing officer are as follows: Was [employee's name] [dismissed, suspended, demoted] for cause? If not, to what remedy is hearing shall be private unless both parties agree to a public hearing.

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

Any relevant evidence may be admitted if it is the sort of evidence responsible persons are accustomed to rely on in the conduct of serious affairs. The rules of privilege shall be effective to the same extent that they are now or thereafter may be recognized in civil actions. Irrelevant or unduly repetitious evidence may be excluded. Following the hearing, the hearing officer shall consider the evidence presented, shall make findings regarding facts and the existence of cause, and shall render a written decision and recommendation. The hearing officer may find the disciplinary action was without cause and should be totally rescinded, was with cause and should be upheld, or was with cause but should be modified.

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

Copies of the hearing officer's decision and recommendation shall be sent to the employee and the department head and two copies shall be sent to the Human Resources Director, one to be filed in the employee's permanent personnel records, and one to be sent to the County Board of Supervisors for review and decision.

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

7.1.3. Hearing Officer Selection and Procedures

7.1.3.1. Selection

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

7.1.3.2. Witnesses

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

7.1.3.3. Decision

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

parties in the presence of each other.

7.1.3.4. Fees and Expenses

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

7.1.4 Undersheriff

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

7.1 LAYOFF

7.2.1. Reasons for Layoff

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

7.2.2. Order of Layoff

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

7.2.2.1. First: Employees without permanent status:

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

7.2.2.2. Second: Employees with permanent status:

1. Employees with permanent status whose last two successive performance evaluations were improvement needed or unsatisfactory over all.

LCSMA Unit 17 MOU November 1, 2021 – June 30, 2025

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

COUNTY OF LAKE

LAKE COUNTY SHERIFF'S
MANAGEMENT ASSOCIATION


Bruno Sabatier (Sep 29, 2021 08:50 PDT)

Norman Taylor

CHAIR, Board of Supervisors

President
Sheriff's Management Association

ATTEST:
CAROL J. HUCHINGSON
Clerk to the Board




By: *Johanna DeLong*
Johanna DeLong (Sep 28, 2021 15:05 PDT)
Deputy

APPROVED AS TO FORM:
ANITA L. GRANT
County Counsel

AUDITOR REVIEW:
CATHY SADERLUND
Auditor-Controller


anita grant (Sep 19, 2021 20:03 PDT)


Cathy Saderlund (Sep 20, 2021 08:47 PDT)

Unit 17 LCSMA Salary Grade Table

Class #	Classification Title	Grade	Pay
17-0951	CAPTAIN - SWORN	F57	M
17-0953	LIEUTENANT	F49	M
17-0955	LIEUTENANT - CORRECTIONS	F42	M
17-0949	UNDERSHERIFF	F59	M

YEAR 1				
Step 1	Step 2	Step 3	Step 4	Step 5
9,253	9,715	10,201	10,712	11,246
7,594	7,973	8,372	8,791	9,230
6,389	6,708	7,044	7,396	7,765
9,721	10,208	10,717	11,253	11,816

YEAR 2				
Step 1	Step 2	Step 3	Step 4	Step 5
9,438	9,909	10,405	10,925	11,471
7,746	8,133	8,540	8,967	9,415
6,516	6,841	7,185	7,543	7,921
9,916	10,412	10,932	11,478	12,052

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Class #	Classification Title	Grade	Pay
17-0951	CAPTAIN - SWORN	F57	M
17-0953	LIEUTENANT	F49	M
17-0955	LIEUTENANT - CORRECTIONS	F42	M
17-0949	UNDERSHERIFF	F59	M

YEAR 3				
Step 1	Step 2	Step 3	Step 4	Step 5
9,627	10,107	10,613	11,144	11,702
7,901	8,296	8,710	9,147	9,604
6,647	6,978	7,329	7,694	8,079
10,114	10,620	11,151	11,709	12,293

YEAR 4				
Step 1	Step 2	Step 3	Step 4	Step 5
9,915	10,410	10,930	11,476	12,050
8,136	8,544	8,972	9,419	9,890
6,845	7,188	7,547	7,925	8,320
10,416	10,937	11,483	12,059	12,660












LCSMA Unit 17 2021 2021 to 2025

Final Audit Report

2021-09-20

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