

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
THE
LAKE COUNTY EMPLOYEES ASSOCIATION,
UNITS #3, #4, & #5
AND
THE COUNTY OF LAKE
FOR October 21, 2020 – October 20, 2021**



ARTICLE 1. GENERAL PROVISIONS

1.1. PARTIES TO THE AGREEMENT

This Memorandum of Understanding, hereinafter referred to as the 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 Unit 3, 4, and 5 of the Lake County Employees Association, hereinafter referred to as the ASSOCIATION.

1.2. AUTHORIZED AGENTS

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

1.2.1. COUNTY'S AUTHORIZED AGENT

COUNTY's principal authorized agent shall be the County Administrative Officer or the duly authorized representative.

County of Lake
255 North Forbes Street
Lakeport, California 95453

1.2.2. ASSOCIATION'S AUTHORIZED AGENT

ASSOCIATION'S principal authorized agent shall be the President, or his/her duly authorized representatives of Operating Engineers.

Lake County Employees Association, Inc.
P.O. Box 845
Lakeport, California 95453

1.3. RECOGNITION

The ASSOCIATION is hereby acknowledged as the recognized employee organization for the purpose of meeting and conferring in good faith under the auspices of Section 3500 et seq. of the Government Code of the State of California and the Employer-Employee Relations Ordinance of Chapter 14 of the Ordinance Code of the County of Lake. Specifically, such recognition extends to those permanent positions in the Unit 3, 4, and 5.

1.4. ASSOCIATION RIGHTS

1.4.1. DUES & BENEFITS DEDUCTION

The COUNTY agrees to continue the present ASSOCIATION check off system whereby ASSOCIATION dues, as established by the ASSOCIATION, and payments for ASSOCIATION benefits programs, as established by the ASSOCIATION and approved by the COUNTY, will be withheld from ASSOCIATION members' pay. Such withholding will be remitted promptly to the Treasurer of the

ASSOCIATION, or such other officer as designated by the ASSOCIATION, along with a list of the employees who have had said dues or payments deducted.

1.4.2. MEET AND CONFER MEMBERS

Three members of the ASSOCIATION shall be allowed on the Meet and Confer Committee, and shall be paid by the COUNTY for reasonable time spent in meeting and conferring with the COUNTY, but only for straight time hours they would otherwise have worked on their regular schedules of work.

1.4.3. USE OF COUNTY FACILITIES

The ASSOCIATION may utilize COUNTY facilities so far as such is not disruptive to the normal operations of the COUNTY.

1.4.3.1. Bulletin Boards

ASSOCIATION shall be allowed reasonable access to bulletin boards currently and normally utilized by the COUNTY for posting information of primary interest to COUNTY employees. Such access shall include space on such bulletin boards or other authorized area up to a maximum of twenty percent (20%) thereof. The use of such space shall be limited to the posting of ASSOCIATION matters. Items posted shall be dated and initialed by the person posting. Failure to meet reasonable standards shall result in the ASSOCIATION being required to immediately remove the posted documents.

1.4.3.2. Duplication Equipment

COUNTY will continue to provide use of the duplicating equipment at prevailing fees for work done and the use of established intercommunication systems, and meeting rooms.

1.4.3.3. Mailing Lists

COUNTY agrees to provide the LCEA with employee contact information (employee name, department, and classification) for each employee represented by Units 3, 4 and 5. This information will be provided in an electronic format suitable for database or spreadsheet use. The LCEA must submit a written request for this information to the Human Resources Director, no more than once per fiscal quarter. COUNTY shall be given a reasonable time to respond to the request.

1.4.3.4. Information

The first week of every calendar month the COUNTY agrees to provide the LCEA president with the available and most up-to-date employee contact information for all LCEA members (Employee

Name, LCEA Unit #, Position Title, Department/Division Description, work e-mail, home e-mail, home phone, cell phone, work phone, mailing address) to the extent that such information is recorded in the COUNTY's HRIS system on the date that the report is run. It is agreed between the parties that this monthly report, as described, will suffice to meet all provisions of required AB119 reporting to the LCEA.

1.4.4. ORIENTATION

ASSOCIATION shall have access to all new employees within this Unit for the purposes of informing such employees of the additional benefits available to ASSOCIATION members. A maximum of one (1) hour of COUNTY time may be set aside during employees' orientation for the above service. The ASSOCIATION will notify the Human Resources Department of the representative it has designated as "Orientation Officer".

1.4.5. BARGAINING UNIT ACTIVITIES ON COUNTY TIME

In addition to the time allowed during work hours for ASSOCIATION representatives to participate in the meet and confer process with COUNTY representatives, the COUNTY shall also allow reasonable time during working hours for members the ASSOCIATION designates to investigate, process, and represent members in grievances and employee disciplinary appeals. No more than three employees shall be so designated at any one time and the COUNTY, by its Human Resources Director, shall be informed by the ASSOCIATION of the names of the employees so designated. Of the three members so designated, no more than one said designated member at any one time shall be allowed time during working hours to investigate, process, and represent a member in each particular grievance and/or employee disciplinary appeal. The employee who has filed a grievance and/or is subject to disciplinary action may select his/her representation in such a matter. No other bargaining unit business shall be conducted on COUNTY time.

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 and to take whatever action is necessary to prepare for and operate in an emergency. Nothing in this Article shall be construed to limit, amend, decrease, revoke or otherwise modify the rights vested in the COUNTY by any law regulating, authorizing or empowering the COUNTY to act or refrain from acting.

ARTICLE 2. COMPENSATION

2.1 FIVE STEP SALARY SCHEDULE

2.1.1. SALARY STEP SYSTEM

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

2.1.2. STEPS UPON VOLUNTARY DEMOTION

Employees who voluntarily demote to a position they have never held shall be placed at the salary step 1-5 representing the least loss of pay. Employees who voluntarily demote to a position they have previously held shall be placed at the lower salary range at the appropriate step based on their qualifications. In no case shall the salary be increased above that received in the classification from which the employee was demoted. The employee's anniversary date will be maintained.

2.1.3. PROMOTIONS AND RECLASSIFICATIONS

2.1.3.1. An employee who is promoted to a supervisory classification, or whose position has been reclassified to a supervisory level, shall receive a salary at the first step of the higher class or at the step which provides for at least a ten percent (10%) increase over his/her base salary prior to such promotion. If the employee being promoted, or whose position is reclassified to a higher level, is at step 5 in the former classification and will be at step 5 in the new classification, the employee's salary anniversary date will be maintained.

2.1.3.2. An employee who is promoted or whose position is reclassified from one supervisory classification to another supervisory classification shall receive a salary at the first step of the higher class or at the step which provides for at least a five percent (5%) increase over his/her base salary prior to such promotion. If the employee being promoted, or whose position is reclassified to a higher level, is at step 5 in the former classification and will be at step 5 in the new classification, the employee's salary anniversary date will be maintained.

2.1.3.3. 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 2.3.2.1., and/or 2.1.3.2. 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. The ASSOCIATION will be notified when an advanced step is given on promotion pursuant to this section.

2.1.4. EFFECTIVE DATE

A step increase shall become effective on the date the step increase became due.

2.2. PROMOTIONAL EXAMINATION LEAVE

COUNTY will provide the necessary time off with pay to employees to participate in promotional examinations for the COUNTY which are held during his/her regular work hours; provided such time off shall not exceed eight (8) hours in any calendar month.

2.3. SALARY

2.3.1 SALARY SCHEDULE

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

The CPS-HR Classification and Compensation (CC) Study dated October 1, 2019 shall be implemented at 85% of market median (Market 85), with the exception of all licensed nurse classes. For all licensed nurse classes, the CC Study shall be implemented at 90% of market median (Market 90) due to the long-time, extraordinary difficulty filling and retaining employees in these classes.

2.3.2. PROPORTIONAL COMPENSATION FOR PART TIME EMPLOYEES

Employees working less than full time shall receive proportionate compensation.

2.3.3. LONGEVITY PAY

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

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

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

2.4. COUNTY PAYMENT OF EMPLOYEE'S PERS CONTRIBUTION

For employees who are defined by California Public Employee's Retirement Law as Classic PERS members, the employee shall pay the employee's contribution to PERS (currently equal to approximately seven percent (7%) of the employee's modified gross pay under the PERS 2% at 55 retirement benefit formula). For the term of this MOU, Classic PERS employees shall not be responsible to pay any more than the employee's share of 7% of the employee's modified gross pay.

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

2.5. WORKING ABOVE CLASS

2.5.1. DEFINITION

Employees who are duly authorized, directed or assigned to work above their normal classifications shall be compensated at the base salary rate of step 1 of the position to which assigned, or five percent (5%) above their normal salary rate, whichever is higher.

2.5.2. START OF PAY

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

2.6. UNIFORM ALLOWANCE

All employees assigned by their department head to wear a uniform shall have such uniform provided by the COUNTY.

2.7. ADVANCED CERTIFICATION

(Unit #3) For the position of Utility Area Superintendent, the COUNTY will pay for the periodic certification(s) renewal when the employee has achieved a higher level of certification than the minimum level required to qualify for the position. It is understood between the parties that holding a higher certification than the minimum required for the position does not qualify the employee for compensation for working above class. It is further understood that the COUNTY is not obligated to provide funds to cover the cost of any training or education requirements necessary to achieve or maintain the certifications.

(Unit #5) For the positions of Water/Wastewater Treatment Plant Operators I/II/III and Hazardous Materials Specialist II, the COUNTY will pay for the periodic certification(s) renewal when the employee has achieved a higher level of certification than the minimum level required to qualify for the position. It is understood between the parties that holding higher certification than the minimum required for the position does not qualify the employee for compensation for working above class. It is further understood that the COUNTY is not obligated to provide funds to cover the cost of any training or education requirements necessary to achieve or maintain the certifications.

ARTICLE 3. HOURS OF WORK

3.1. HOURS OF WORK

Unit members shall have regularly assigned work hours which shall not be changed without prior notice. Except in the case of emergencies, written or verbal notice shall be given at least five (5) days prior to the effective date of a change in regular work hours. Shifts are defined as any work period not to exceed forty (40) hours in any seven (7) day work week period. All days off will be consecutive and workdays not exceeding twelve (12) hours. Each employee shall be scheduled to work a shift with regular starting and quitting times.

3.2. OVERTIME (OT) AND COMPENSATORY TIME OFF (CTO)

3.2.1. OVERTIME DEFINED

3.2.1.1 Definition

Overtime is defined as all authorized and directed time worked in excess of the normally scheduled daily work shift for permanent full-time employees, for employees who are designated as permanent part time, overtime is defined as any hours worked in excess of 40 hours in a standard workweek, or in excess of 8 hours in any regularly scheduled workday. Normal daily work shifts may consist of a 5/8 work schedule or any alternative work schedule agreed upon by the parties.

3.2.1.2. Time Worked

Compensatory Time Off (CTO) shall be considered as time worked only when used as provided in Section 3.2.2.4. (Use of CTO as Time Worked).

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3.2.2. COMPENSATION FOR OVERTIME WORKED

3.2.2.1. Compensation Rate

All overtime worked shall be compensated by cash payment at one and ONE-HALF TIMES (1 ½) the hourly rate.

3.2.2.2. CTO Rate

If an employee requests and is granted compensatory time off (CTO) in lieu of cash payment, such CTO shall accumulate and be granted at one and one-half times (1 1/2) the hours worked.

3.2.2.3. Maximum Accrual of CTO

The maximum accumulation of CTO that an employee may have at any point in time is eighty (80) hours. CTO shall be utilized in accordance with existing policy.

3.2.2.4. Use of CTO as Time Worked

CTO which was accrued in a prior work week and taken in a subsequent work week shall be considered as time worked in that subsequent work week.

3.2.2.5. Use of CTO When Directed to Not Return to Work

When an employee has worked overtime between regular shifts and is directed by his/her supervisor to not return to work at the beginning of the regular shift because of concern for employee safety and performance, the employee may use previously accrued CTO in lieu of sick leave for that portion of the regular shift not worked by direction of the supervisor.

3.3. CALL BACK

3.3.1. DEFINITION

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.

3.3.2. SHIFT EXTENSION NOT CALL BACK

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

3.3.3. SCHEDULED WORK OR TRAINING NOT CALL BACK

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

3.3.4. MINIMUM CALL BACK TIME

Employees called back shall be credited with the actual time away from home, or three (3) hours, whichever is greater, not to exceed 24 hours in a 24-hour period.

3.3.5. CALL BACK EXCLUDES WORK FROM REMOTE LOCATION

When work can be performed from a remote location via communication devices (e.g. telephone, computer, etc.), employees performing said work shall not receive call-back pay as defined herein above. Rather said employees shall be compensated for a minimum of 1/4 hour or for the actual time worked.

3.4. STANDBY ASSIGNMENTS

3.4.1. ELIGIBILITY

Employees specifically assigned and authorized by the department head (or designee) to remain available at all times to receive and to respond to calls for service by telephone, or in person are eligible for standby pay. While on standby, an employee must either wear a County-supplied cell phone or be at their telephone at all times, must refrain from the use of alcohol and/or illegal and/or controlled substances, must remain within the County of Lake if the employee has been supplied a County vehicle, and must remain within forty-five minutes of the area to which the standby employee would be called to report. In situations where the employee has received in advance the express permission of his/her department head, the employee on standby may exceed the 45-minute restriction.

3.4.2. ASSIGNMENT PERIODS

3.4.2.1. Daily

Daily assignment shall include the hours when the office is closed Monday through Friday (normally from 5:00 p.m. until 8:00 a.m. of the next day).

3.4.2.2. Weekend

Weekend assignment shall include the period from 8:00 a.m. Saturday, until 8:00 a.m. Sunday or from 8:00 a.m. Sunday, until 8:00 a.m. Monday.

3.4.2.3. Holiday

Holiday assignment shall include the period from 8:00 a.m. of a holiday, during which the COUNTY offices are closed because of that holiday, until 8:00 a.m. the following morning.

3.4.3. STANDBY PAY

The COUNTY shall pay fifty (\$50.00) dollars per day for each daily assignment and seventy-five (\$75.00) per day for each weekend or holiday assignment.

3.5. SHIFT DIFFERENTIAL

Any employee who is assigned and works a shift of which at least five hours are between 10:00 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.

3.6. BILINGUAL DIFFERENTIAL (SPANISH)

When certified as bilingual in Spanish and filling a designated bilingual position, an employee will receive two and one-half percent (2.5%) of his/her base pay for all hours worked. Any employee so certified who is assigned as part of his or her employment duties with the COUNTY to speak in Spanish shall be deemed to be serving in a designated bilingual position and shall receive the 2.5% described in this provision for the duration of said assignment (as long as the employee is assigned to a designated bilingual position).

3.7. OTHER PROVISIONS

Provisions of the County Personnel Rules which have been not altered by this MOU or subsequently changed during this contract year shall govern the remaining facets of hours and overtime.

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ARTICLE 4. LEAVE BENEFITS

4.1. HOLIDAYS

4.1.1. COUNTY DECLARED HOLIDAYS

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

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

4.1.2. HOLIDAY OBSERVANCE

Any holiday, except Winter Holiday as stated in section 4.1.1(11), which falls on a Sunday shall be observed on the following Monday. Any holiday, except Winter Holiday as stated in Section 4.1.1(11), which falls on a Saturday shall be observed on the preceding Friday.

4.1.3. HOLIDAYS WORKED

4.1.3.1. Required to Work

When an employee is required to work on a declared COUNTY holiday, he/she shall be compensated for the eight (8) hours holiday in addition to one and one-half times (1 1/2) for the actual hours worked. The department may, in lieu of the pay for the holiday, provide equivalent time off within the succeeding sixty (60) day period.

4.1.3.2. Holiday on Regular Day Off

When a holiday falls on an employee's regular day off he/she shall be compensated with either equivalent time off within the pay period or pay at straight time, at the option of the department head.

4.1.4. REGULAR WORK DAYS OVER EIGHT HOURS

Employees who are regularly assigned work day schedules longer than eight (8) hours shall receive eight (8) hours compensation for each holiday. If requested by the employee in advance, the department shall allow such employee to work additional hours at straight time for each holiday. Such time shall be worked during the same payroll period which contains the holiday(s). The use of approved vacation leave or compensatory time off may also be allowed to augment the eight (8) holiday hours in order to receive a full work day credit for that holiday.

4.1.5. PERMANENT PART-TIME EMPLOYEE PRORATION

Part-time employees who are regularly assigned to work less than full-time shall receive a proportionate share of the 8 hours of Holiday pay in the same proportion that their part-time allocated positions bear to a full-time allocated position.

4.2. VACATION LEAVE

4.2.1. ALLOWANCE

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

<u>YEARS</u>	<u>ANNUAL ALLOWANCE</u>
Beginning of 1st year thru end of 4th year	80 hours
Beginning of 5th year thru end of 15th year	120 hours
Beginning of 16th year thru end of 16th year	128 hours
Beginning of 17th year thru end of 17th year	136 hours
Beginning of 18th year thru end of 18th year	144 hours
Beginning of 19th year thru end of 19th year	152 hours
Beginning of 20th year and thereafter	160 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

4.2.2. UTILIZATION

Accumulated vacation time shall be available for use during the pay period following its accrual subject to approval of the department head.

4.2.3. VACATION ACCRUAL FOLLOWING LAYOFF

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

4.3. SICK LEAVE

4.3.1. RELATIONSHIP TO PERSONNEL RULES

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

4.3.2. PERS SICK LEAVE OPTION

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

4.3.3. SICK LEAVE PAYMENT UPON SEPARATION

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

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<u>Complete 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%

4.3.4. PERMANENT PART-TIME EMPLOYEE PRORATION

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

4.3.5. CASH IN LIEU (Unit 3)

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

4.3.6. CASH IN LIEU (Unit 4 and 5)

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

4.4. BEREAVEMENT POLICY

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

Travel distances shall be computed using the mileage calculator on the Rand McNally website (www.randmcnally.com), using the employee's

residence as the starting point and the site of the memorial or funeral as the end point.

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

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

ARTICLE 5. HEALTH AND WELFARE BENEFITS

5.1. GROUP INSURANCE

5.1.1. MAXIMUM MONTHLY COUNTY CONTRIBUTION FOR HEALTH CARE COVERAGE

The COUNTY shall pay a maximum contribution of one thousand hundred dollars (\$1000.00) per month toward the COUNTY-sponsored medical, dental and vision insurance plan for each employee who enrolls in a COUNTY-sponsored group medical, dental and vision insurance plan. In no event, shall the COUNTY's financial obligation exceed the actual monthly premium for an employee's medical, dental and insurance choices under the COUNTY'S flexible benefits plan.

Employees who select coverage with monthly total premiums less than \$1000.00 per month will not be entitled to receive in cash, other compensation, benefits or in any form the difference between the amount of the cost of such coverage and the \$1000.00 per month COUNTY contribution.

5.1.2. COVERAGE

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

5.1.3. RETIREES' COVERAGE

5.1.3.1. For County retirees, who retire from County service with fifteen (15) years of total County service as a permanent employee,

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

5.1.3.2. Break in Service Due to Layoff

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

5.1.3.3. Discontinue Allowance for Break in Service

Notwithstanding the above, employees whose original hire date or re-hire date is November 1, 2011 or later, shall not be eligible for the retiree health insurance monthly stipend unless they have either fifteen or twenty consecutive years of COUNTY service as a permanent employee immediately prior to retirement. However, if the last break in service immediately prior to retirement is due to a lay-off and the employee was re-hired under the Re-employment provision under Article 7.2 herein, the employee maintains eligibility and the requirement to work at least 5 continuous years shall be waived.

5.1.4. INSURANCE OPT-OUT WITH ALTERNATIVE COVERAGE

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

receive \$200.00 per month cash in lieu. At any time during the plan year, the County will not pay the cash-in-lieu to an employee if the current provisions in the ACA eligible opt out arrangement dictate that the County must not pay that employee.

5.1.5. GROUP LIFE INSURANCE

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

ARTICLE 6. GRIEVANCE PROCEDURE

6.1. DEFINITIONS

6.1.1. GRIEVANCE

A grievance is a claimed violation, misapplication or misinterpretation of a specific provision of this MOU or employee protection contained in any ordinance, resolutions, personnel rules or written policies which adversely affects the grievant.

6.1.2. GRIEVANT

A grievant is an employee in the unit who is filing a grievance as defined above, or the ASSOCIATION alleging a violation of an ASSOCIATION right as defined in Article I. Section D. 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 the 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 seven (7) days from the event giving rise to a grievance or from the date the employee could reasonably be expected to have had knowledge of such event the grievant shall orally discuss his/her grievance with his/her supervisor. The supervisor shall have three (3) days to give an answer to the employee.

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6.3. FORMAL LEVELS

6.3.1. LEVEL 1 - DEPARTMENT HEAD

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

6.3.2. LEVEL 2 - HUMAN RESOURCES DIRECTOR

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

6.3.3. LEVEL 3 - COUNTY ADMINISTRATIVE OFFICER

If the grievant is not satisfied with the County Human Resources Director's written answer to the grievance, the grievant may within five (5) days from receipt of such answer file an appeal for final determination by the County Administrative Officer. The appeal along with any documentation shall be forwarded to the County Administrative Officer for their consideration by the County Human Resources Director and the grievant. The County Administrative Officer or designees hear the grievance within two (2) weeks thereafter, or as soon as possible. A neutral person, such as a member of State Mediation & Conciliation Service (SMCS), and the ASSOCIATION president, or his/her representative, shall sit on a hearing panel for the purpose of providing input and guidance to the County Administrative Officer or designee. The neutral person and ASSOCIATION president can ask questions and review all written documentation submitted. No later than two (2) weeks after the hearing, the County Administrative Officer or designee shall issue a final decision in the matter.

6.4. GENERAL PROVISIONS

6.4.1. EMPLOYEE'S TIME LIMIT FOR FORWARDING GRIEVANCE

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

6.4.2. TIME LIMIT FOR RESPONSE

If any reviewer fails to respond with an answer within the given time period during the formal levels, the grievance shall be automatically forwarded 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.

6.3.5. PROOF OF SERVICE

Proof of Service shall be accomplished by registered mail or hand delivery.

6.3.6. PROCEDURE BY MUTUAL AGREEMENT

Nothing in this procedure shall preclude both parties from agreeing to submit an individual grievance to a hearing officer in lieu of the hearing procedure in Level 3.

6.3.7. APPEALS

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

ARTICLE 7. MISCELLANEOUS

7.1. LAYOFF

7.1.1. REASONS FOR LAYOFF

When it becomes necessary, through exercise of the portions of this MOU, through lack of work, through lack of funds, or whenever it is deemed advisable in the interests of economy or other causes, to reduce the number of employees in a department within a given class, the Human Resources Director, with the advice of the department head, shall prepare a layoff list providing that all extra help, temporary and provisional employees in the given class shall be laid off before probationary or employees holding permanent status in that class. At the request of ASSOCIATION, the COUNTY shall meet and discuss possible alternatives to layoffs. Such meetings shall be conducted subsequent to announcement by the COUNTY that specific layoffs will occur, and shall cease, whether

or not there is agreement, prior to the effective date of the first layoff.

7.1.2. ORDER OF LAYOFF

7.1.2.1. Probationary Employees

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

7.1.2.2. Seniority

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

7.1.3. SENIORITY

7.1.3.1. Date of Appointment

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

7.1.3.2. Break in Service

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

7.1.3.3. Leave Without Pay

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

7.1.3.4. Ties in Seniority

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

7.1.4. 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 calendar (14) days prior to the effective date of the action. If the written notice is returned to the COUNTY marked unable to

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

7.1.5. DEMOTION AND DISPLACEMENT IN LIEU OF LAYOFF

7.1.5.1. Demotion in Lieu of Layoff

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

7.1.5.2. Demotion Within Department Only

Demotion and displacement rights to specified classifications shall be applicable only within the department and subject to layoff list provisions in this section based on ability and seniority.

7.1.5.3. Employee Election

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

7.1.5.4. Salary Step

Employees being demoted or displaced to a position they have never held shall be placed at the salary step 1-5 representing the least loss of pay. Employees being demoted or displaced to a position they have held shall be placed at the lower salary range at the appropriate step based on their qualifications. In no case shall the salary be increased above that received in the classification from which the employee was laid off. Employees who voluntarily demote shall follow article II (A) 2. If the employee is at Step in the previous classification and will be at a Step 5 in the new classification, the employee's salary anniversary date will be maintained; otherwise, the salary anniversary date shall be set at one year for Step 1 through 4 and 5 years for Step 5.

7.2. RE-EMPLOYMENT AFTER LAYOFF

7.2.1. RE-EMPLOYMENT LIST

A permanent employee involuntarily terminated from COUNTY employment by layoff shall have his/her name placed on a re-employment list by the Human Resources Director. Persons on such a list shall be provided to employing departments in accordance with the County Personnel Merit System for a period of twelve (12) months following the date of layoff. This twelve month

period may be extended an additional six months, for a total of no more than eighteen months following the date of layoff, upon the written request of the employee to the Human Resources Director.

7.2.2. CONDITIONS OF RE-EMPLOYMENT

If all of the following conditions exist, the hiring department shall be required to rehire former departmental employees from the re-employment list.

7.2.2.1. Vacancy in Class

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

7.2.2.2. Employee on List

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

7.2.2.3. Employee Acceptance

The employee(s) in question accept(s) the appointment to that department position. These provisions of re-employment apply even if the employee has accepted another position within the COUNTY.

7.2.3. NEW ANNIVERSARY DATE

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

7.2.4. REINSTATEMENT OF LEAVE BENEFITS

Any person re-employed under this section may, within thirty (30) days of re-employment, reinstate all unused sick leave benefits formerly accrued by repayment to the COUNTY of all moneys received for sick leave payoff 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.

7.2.5. TIME LIMITS

Re-employment rights under this section are limited to twelve (12) months from the date of separation from COUNTY service. A six (6) month extension may be requested in writing from the Human

Resources Director, however under no circumstances shall re-employment rights extend more than eighteen (18) months from the date of separation from COUNTY service.

7.2.6. DECLINATION BY EMPLOYEE

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

7.2.7. EMPLOYEE RESPONSIBLE FOR CONTACT INFORMATION

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

7.3. TOOL ALLOWANCE

The COUNTY shall pay a tool allowance of \$30.00 per month to each employee who is required as a condition of his/her employment to use personal tools. This amount shall be paid in the manner prescribed by the County Auditor on a monthly basis as a reimbursement for the cost of maintaining and supplying the tools utilized. Classifications authorized to receive this benefit must be approved by the Board of Supervisors

7.4. CLASS A & B DRIVERS LICENSE PHYSICALS

Employees who are required to maintain Class A or B drivers licenses shall be allowed time off without loss of pay for required physical examinations if such physical examinations are scheduled during regular working hours, with such scheduling subject to the approval of the Department Head. If employees utilize COUNTY-designated physicians for physical examinations, said basic exam shall be provided at no cost to employee.

7.5. HAZARDOUS MATERIALS SURVEY

The COUNTY shall begin implementation of consultant report "Hazardous Substance/Practice Survey" as funding resources allow.

7.6. PROBATIONARY PERIOD

7.6.1. PROBATIONARY PERIOD

Any person entering COUNTY employment shall serve an initial twelve (12) month probationary period. Any person promoted within COUNTY employment shall serve a six (6) month probationary period.

7.6.2. PROMOTION DURING PROBATIONARY PERIOD

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

7.7. INDIVIDUAL RIGHTS

Neither the COUNTY nor the ASSOCIATION shall interfere with, intimidate, coerce, restrain, or discriminate against an employee because of the exercise of his/her right to engage in or refrain from engaging in activities pursuant to Section 3500 et seq. of the California Government Code, including the right to belong or not to belong to the Lake County Employees Association, the right to be or not to be represented by the LCEA or its affiliated union, Operating Engineers Local #3, and the right to engage or not to engage in union activities.

7.8. NEW SUPERVISORS TRAINING

One time per calendar year, the Lake County Human Resources Department shall conduct a training for new supervisors and managers to assist in the development of their management skills.

7.9. PERSONNEL POLICY CHANGE

During the term of the MOU, the ASSOCIATION shall submit any proposed changes to the personnel policies to the County for review and consideration.

ARTICLE 8. CLOSING PROVISIONS

8.1. FULL UNDERSTANDING, MODIFICATION & WAIVER

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

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

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

8.2. PEACEFUL PERFORMANCE CLAUSE

The parties to this MOU recognize and acknowledge that the services performed by the COUNTY employees covered by this MOU are essential to the public health, safety and general welfare of the residents of the County of Lake. ASSOCIATION agrees that under no circumstances will the ASSOCIATION recommend, encourage, cause, or permit its members to initiate, participate in, nor will any member of the bargaining unit take part in, any strike, sit-down, sick-out, slow-down or picketing (hereinafter collectively referred to as work stoppage), in any office or department of the COUNTY, nor curtail any work or restrict any production, or interfere with any operation of the COUNTY. In the event of any such work stoppage by any member of the bargaining unit, the COUNTY shall not be required to negotiate on the merits of any dispute which may have given rise to such work stoppage until said work stoppage has ceased.

In the event of any work stoppage during the term of this MOU, whether by the ASSOCIATION, or by any member of the bargaining unit, the ASSOCIATION by its officers, shall immediately declare in writing and publicize that such work stoppage is unauthorized, and further direct its members in writing to cease the said conduct and resume work. Copies of such written notice shall be served upon the COUNTY. If in the event of any work stoppage, the ASSOCIATION promptly and in good faith performs the obligations of this paragraph, and providing the ASSOCIATION has not otherwise authorized, permitted or encouraged such work stoppage, the ASSOCIATION shall not be liable for any damages caused by the violation of this provision. However, the COUNTY shall have the right to discipline, to include discharge, any employee who instigates, participates in, or gives leadership to, any work stoppage activity herein prohibited, and the COUNTY shall also have the right to seek full legal redress, including damages, as against any such employee.

8.3. SAVINGS PROVISION

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

8.4. IMPLEMENTATION

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

8.5. TERM

This MOU represents the entire Agreement between the COUNTY and on subjects contained herein and shall become of full force and effect, unless otherwise noted, upon ratification by both parties and shall continue in full force and effect until midnight October 20, 2021; and shall continue from month to month thereafter until superseded by other agreement; or until the Board of Supervisors of the COUNTY, after compliance with the provisions of Government Code Sections 3500 et seq. and Ordinance No. 1063 relating to meeting and conferring, takes action which supersedes the provisions hereof. Parties will commence negotiations of potential COLA increases prior to the expiration of this MOU.

8.6 REOPENER

Parties can reopen to discuss the compaction issue for those classifications affected by compaction.

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

COUNTY OF LAKE

LAKE COUNTY EMPLOYEES
ASSOCIATION

CHAIR, Board of Supervisors

President
Employee's Association

ATTEST: CAROL J. HUCHINGSON
Clerk of the Board

Representative
Employee's Association

By: _____
Deputy

APPROVED AS TO
ANITA L. GRANT
County Counsel

LCEA MOU October 21, 2020 to October 20, 2021:

AUDITOR REVIEW:
CATHY SADERLUND
Auditor-Controller
