

1 BOARD OF SUPERVISORS, COUNTY OF LAKE, STATE OF CALIFORNIA

2 RESOLUTION NO. 2014-26

3 **A RESOLUTION ADOPTING MEMORANDUM OF UNDERSTANDING BY AND**
4 **BETWEEN THE LAKE COUNTY EMPLOYEE'S ASSOCIATION, UNIT 5 AND THE**
5 **COUNTY OF LAKE FOR FISCAL YEAR 2013-14**

6 RESOLVED BY THE Board of Supervisors of the County of Lake, State of
7 California, that it finds, determines and hereby declares that:


- 8 1. The Memorandum of Understanding by and between the Lake County
9 Employee's Association, Unit 5 and the County of Lake for fiscal year 2013-
10 14, attached hereto, is hereby adopted.
- 11 2. The Chairman of the Board of Supervisors is hereby authorized to execute
12 said Memorandum of Understanding on behalf of the County.

13 THIS RESOLUTION WAS PASSED AND ADOPTED by the Board of
14 Supervisors of the County of Lake at a regular meeting thereof on the 4th day of
15 March, 2014 by the following vote:

16 AYES: Supervisors Comstock, Smith, Farrington, Brown and Rushing

17 NOES: None

18 ABSENT OR NOT VOTING: None

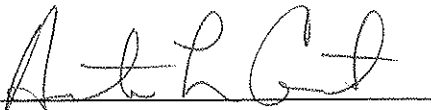
19
20 
21 CHAIR, Board of Supervisors



22 Attest: MATT PERRY
23 Clerk of the Board
24 Of Supervisors

22 APPROVED AS TO FORM:
23 ANITA L. GRANT
24 County Counsel

25 By: 
Clerk

By: 

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
THE
LAKE COUNTY
EMPLOYEE'S ASSOCIATION, UNIT #5
AND
THE COUNTY OF LAKE
FOR FISCAL YEAR 2013-14**



ARTICLE I. GENERAL PROVISIONS	
A. PARTIES TO THE AGREEMENT	1
B. AUTHORIZED AGENTS	1
C. RECOGNITION	1
D. ASSOCIATION RIGHTS	1
1. DUES & BENEFITS DEDUCTION	1
2. MEET AND CONFER MEMBERS	2
3. USE OF COUNTY FACILITIES	2
4. ORIENTATION	3
5. BARGAINING UNIT ACTIVITIES ON COUNTY TIME	3
E. COUNTY RIGHTS AND RESPONSIBILITIES	3
ARTICLE II. COMPENSATION	
A. TWELVE STEP SALARY SCHEDULE	4
1. SALARY STEP SYSTEM	4
2. STEPS UPON VOLUNTARY DEMOTION	4
3. PROMOTIONS AND RECLASSIFICATIONS	5
4. EFFECTIVE DATE	5
B. SALARY ADJUSTMENT FOR RECRUITMENT PURPOSES	5
C. PROMOTIONAL EXAMINATION LEAVE	5
D. SALARY SCHEDULE	5
1. EFFECTIVE DATE	5
2. PROPORTIONAL COMPENSATION FOR PART TIME EMPLOYEES	6
E. COUNTY PAYMENT OF EMPLOYEE'S PERS CONTRIBUTION.	6
F. WORKING ABOVE CLASS	6
1. DEFINITION	6
2. START OF PAY	6
G. UNIFORM ALLOWANCE	6
1. UNIFORM ALLOWANCE	6
2. PARK MAINTENANCE WORKERS I/II UNIFORM ISSUE	6
H. ADVANCED CERTIFICATION	7
I. ONE-TIME HEALTHCARE STIPEND	7
ARTICLE III. HOURS OF WORK	
A. HOURS OF WORK	7
B. OVERTIME (OT) AND COMPENSATORY TIME OFF (CTO)	8
1. OVERTIME DEFINED	8
2. COMPENSATION FOR OVERTIME WORKED	8
C. CALL BACK	9
1. DEFINITION	9
2. SHIFT EXTENSION NOT CALL BACK	9
3. SCHEDULED WORK OR TRAINING NOT CALL BACK	9
4. MINIMUM CALL BACK TIME	9
5. CALL BACK EXCLUDES WORK FROM REMOTE LOCATION	9
D. STANDBY ASSIGNMENTS	9
1. ELIGIBILITY	9
2. ASSIGNMENT PERIODS	10

3.	STANDBY PAY	10
E.	SHIFT DIFFERENTIAL	10
F.	BILINGUAL DIFFERENTIAL (SPANISH)	10
G.	OTHER PROVISIONS	10
ARTICLE IV. LEAVE BENEFITS		
A.	HOLIDAYS	11
1.	COUNTY DECLARED HOLIDAYS	11
2.	HOLIDAY OBSERVANCE	11
3.	HOLIDAYS WORKED	11
4.	REGULAR WORK DAYS OVER EIGHT HOURS	12
5.	PERMANENT PART TIME EMPLOYEE PRORATION	12
B.	VACATION LEAVE	12
1.	ALLOWANCE	12
2.	UTILIZATION	12
3.	VACATION ACCRUAL FOLLOWING LAYOFF	12
C.	SICK LEAVE	13
1.	RELATIONSHIP TO PERSONNEL RULES	13
2.	PERS SICK LEAVE OPTION	13
3.	SICK LEAVE PAYMENT UPON SEPARATION	13
4.	PERMANENT PART TIME EMPLOYEE PRORATION	14
5.	CASH IN LIEU	14
D.	BEREAVEMENT POLICY	14
E.	PERSONAL LEAVE IN LIEU OF COLA	14
ARTICLE V. HEALTH AND WELFARE BENEFITS		
A.	GROUP INSURANCE	15
1.	MAXIMUM MONTHLY COUNTY CONTRIBUTION FOR HEALTH CARE COVERAGE	15
2.	COVERAGE	16
3.	RETIREEES' COVERAGE	16
4.	INSURANCE OPT-OUT WITH ALTERNATIVE COVERAGE	17
5.	CAFETERIA/SECTION 125 PLAN	17
ARTICLE VI. GRIEVANCE PROCEDURE		
A.	DEFINITIONS:	17
1.	GRIEVANCE	17
2.	GRIEVANT	18
3.	DAYS	18
B.	INFORMAL LEVEL	18
C.	FORMAL LEVELS	18
1.	LEVEL 1 - IMMEDIATE SUPERVISOR:	18
2.	LEVEL 2 - DEPARTMENT HEAD:	18
3.	LEVEL 3 - HUMAN RESOURCES DIRECTOR:	18
4.	LEVEL 4 - BOARD OF SUPERVISORS:	19
D.	GENERAL PROVISIONS	19
1.	EMPLOYEE'S TIME LIMIT FOR FORWARDING GRIEVANCE	19

2.	MANAGER'S TIME LIMIT FOR RESPONSE	19
3.	EMPLOYEE REPRESENTATION	19
4.	WAIVER OF LIMITS AND LEVELS	19
5.	PROOF OF SERVICE	19
6.	PROCEDURE BY MUTUAL AGREEMENT	19
7.	APPEALS	20
ARTICLE VII. MISCELLANEOUS		
A.	LAYOFF	20
1.	REASONS FOR LAYOFF	20
2.	ORDER OF LAYOFF	20
3.	SENIORITY	20
4.	NOTICE OF LAYOFF	21
5.	DEMOTION AND DISPLACEMENT IN LIEU OF LAYOFF	21
B.	RE-EMPLOYMENT AFTER LAYOFF	22
1.	RE-EMPLOYMENT LIST	22
2.	CONDITIONS OF RE-EMPLOYMENT	22
3.	NEW ANNIVERSARY DATE	23
4.	REINSTATEMENT OF LEAVE BENEFITS	23
5.	TIME LIMITS	23
6.	DECLINATION BY EMPLOYEE	23
7.	EMPLOYEE RESPONSIBLE FOR CONTACT INFORMATION	23
C.	TOOL ALLOWANCE	23
D.	CLASS A & B DRIVERS LICENSE PHYSICALS	24
E.	HAZARDOUS MATERIALS SURVEY	24
F.	PROBATIONARY PERIOD	24
1.	PROBATIONARY PERIOD	24
2.	PROMOTION DURING PROBATIONARY PERIOD	24
G.	INDIVIDUAL RIGHTS	24
H.	"ME TOO" CLAUSE - HEALTH INSURANCE	24
I.	"ME TOO" CLAUSE - COST OF LIVING ADJUSTMENT	25
ARTICLE VIII. CLOSING PROVISIONS		
A.	FULL UNDERSTANDING, MODIFICATION & WAIVER	25
B.	PEACEFUL PERFORMANCE CLAUSE	25
C.	SAVINGS PROVISION	26
D.	IMPLEMENTATIONS	26
E.	TERM	26

ARTICLE I. GENERAL PROVISIONS

A. 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 5 of the Lake County Employees' Association, hereinafter referred to as the ASSOCIATION.

B. AUTHORIZED AGENTS

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

1. COUNTY'S AUTHORIZED AGENT

COUNTY's principal authorized agent shall be the County Human Resources Director or the duly authorized representative.

County of Lake
255 North Forbes Street
Lakeport, California 95453

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 Employee's Association, Inc.
P.O. Box 845
Lakeport, California 95453

C. 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 Trades, Crafts and Field Worker Non-Supervisory Unit.

D. ASSOCIATION RIGHTS

1. DUES & BENEFITS DEDUCTION

The COUNTY agrees to continue the present ASSOCIATION check off system whereby ASSOCIATION dues, as established by the

ASSOCIATION, and payments for ASSOCIATION benefits programs, as established by the ASSOCIATION and approved by the COUNTY, will be withheld from ASSOCIATION members' pay. Such withholding will be remitted promptly to the Treasurer of the ASSOCIATION, or such other officer as designated by the ASSOCIATION, along with a list of the employees who have had said dues and or payments deducted.

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.

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.

a. 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.

b. 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.

c. Mailing Lists:

COUNTY agrees to provide the LCEA with employee contact information (employee name, department, and classification) for each employee represented by Unit 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.

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".

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.

E. 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 II. COMPENSATION

A. TWELVE STEP SALARY SCHEDULE

1. SALARY STEP SYSTEM

The Salary Step System contained herein is a twelve-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 first five 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). The fifth year after an employee reaches Step 5, upon eligibility determination by the County Human Resources Director and achievement of an overall rating of "Satisfactory" or above on the immediately preceding associated annual performance evaluation as determined by the employee's department head, the employee shall receive a 2.5% increase for moving to Step 6. Each fifth year thereafter, the employee shall receive a 2.5% increase upon movement to the next step in the system upon eligibility determination by the County Human Resources Director and achievement of an overall rating of "Satisfactory" or above on the immediately preceding associated annual performance evaluation as determined by the employee's department head.

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

2. STEPS 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. If the employee is at Step 5 or above in the previous classification and will be at Step 5 or above in the demotion classification the employee's salary anniversary date will be maintained; otherwise the salary anniversary date shall be set at one year for Steps one through four, and five years for Steps 5 through 11.

3. PROMOTIONS AND RECLASSIFICATIONS

An employee who is promoted or whose position is reclassified from one non-supervisory classification to another non-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 or above in the former classification and will be at step 5 or above in the new classification, the employee's salary anniversary date will be maintained.

4. EFFECTIVE DATE

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

B. SALARY ADJUSTMENT FOR RECRUITMENT PURPOSES

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

C. 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.

D. SALARY SCHEDULE

1. EFFECTIVE DATE

The salary range for each classification from Step 1 through Step 6 shall be as shown in attachment "A" which is attached hereto and incorporated by reference herein and reflects the fact that there shall not be a cost of living increase or other salary adjustment during the term of the MOU. Steps 7 through 12 are not shown by referenced as part of attachment "A", but are nonetheless part of the salary schedule as established and described in Article II.A.

2. PROPORTIONAL COMPENSATION FOR PART TIME EMPLOYEES

Employees working less than full time shall receive proportionate compensation.

E. COUNTY PAYMENT OF EMPLOYEE'S PERS CONTRIBUTION

For employees who are defined by California Public Employee's Retirement Law as Classic PERS members, for the term of this MOU the COUNTY will continue to pay the entire employee's contribution to PERS (currently equal to approximately seven percent (7%) of the employee's modified gross pay) under the PERS 2% at 55 retirement benefit formula.

For employees who are defined by California Public Employee's Retirement Law as 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% @ 62 retirement benefit formula.

During the term of this MOU, the COUNTY and ASSOCIATION agree to meet and confer in matters contemplated under Government Code Section 3505 that affect the employees' contribution rates.

F. WORKING ABOVE CLASS

1. DEFINITION

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

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.

G. UNIFORM ALLOWANCE

1. UNIFORM ALLOWANCE

Animal Control Officers shall receive a uniform allowance of fifty dollars (\$50.00) per month. All other employees assigned by their department head to wear a uniform shall have such uniform provided by the COUNTY.

2. PARK MAINTENANCE WORKERS I/II UNIFORM ISSUE

Park Maintenance Workers I/II shall be provided the following uniform items each fiscal year:

- * 2 Shirts - Long Sleeve
- * 2 Shirts - Short Sleeve
- * 1 Belt
- * 2 Pairs Trousers

The design, color, manufacturer, and time of provisioning will be determined by the COUNTY.

H. ADVANCED CERTIFICATION

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.

I. ONE-TIME HEALTHCARE STIPEND

1. The County will provide a one-time stipend to all eligible employees represented by the ASSOCIATION. The stipend will be \$750.00 to each eligible full-time employee; and the amount will be pro-rated to each eligible part-time employee. Eligible employees are permanent and probationary employees who meet all of the following criteria: 1) were hired into a permanent allocation on or before December 21, 2013; and 2) have received regular paid work hours during the period from July 1, 2013, through January 20, 2014; and 3) were an employee on active permanent or probationary status on the date of approval of this MOU by the Board of Supervisors.

2. Said stipend shall be provided as a one-time, lump sum, taxable, payment within 90 days of approval of this MOU by the Board of Supervisors.

ARTICLE III. HOURS OF WORK

A. 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.

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

1. OVERTIME DEFINED

a. 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.

b. Time Worked

Compensatory Time Off (CTO) shall be considered as time worked only when used as provided in Article III, Section B.2.d (Use of CTO as Time Worked).

2. COMPENSATION FOR OVERTIME WORKED

a. Compensation Rate

All overtime worked shall be compensated by cash payment at one and one-half times (1 ½ T) the hourly rate.

b. 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 1/2T) the hours worked.

c. 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.

d. 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 assignment period.

e. 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.

C. CALL BACK

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.

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. 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.

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.

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.

D. STANDBY ASSIGNMENTS

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, by electronic device (pager, "beeper", etc.) or in person are eligible for standby pay. While on standby, an employee must either wear a County-supplied pager or 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.

2. ASSIGNMENT PERIODS

a. 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).

b. 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.

c. 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. STANDBY PAY

The COUNTY shall pay twenty (\$20.00) dollars per day for each daily assignment and twenty-five dollars (\$25.00) per day for each weekend or holiday assignment.

E. 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.

F. 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).

G. OTHER PROVISIONS

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

ARTICLE IV. LEAVE BENEFITS

A. HOLIDAYS

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:

- | | |
|--------------------------------------------------------------------|----------------------------------------------|
| 1) New Years Day | January 1 |
| 2) Martin Luther King Day | Third Monday in January |
| 3) Presidents 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) Columbus Day | Second Monday in October |
| 8) Veterans Day | November 11 |
| 9) Thanksgiving Day | Fourth Thursday in November |
| 10) Day after Thanksgiving Day | Friday Following Fourth Thursday in November |
| 11) Christmas Eve Day | December 24 |
| 12) Christmas Day | December 25 |
| 13) Any other holiday declared by the Board pursuant to State law. | |

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.

3. HOLIDAYS WORKED

a. 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 T) 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.

b. 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. 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.

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

B. VACATION LEAVE

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 ACCRUED MONTHLY</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.

2. UTILIZATION

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

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.

C. SICK LEAVE

1. RELATIONSHIP TO PERSONNEL RULES

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

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.

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.

<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. 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.

5. CASH IN LIEU

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

D. 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, grandchild, grandparent, sister, brother, sister-in-law, brother-in-law, aunt, uncle, niece, nephew, grandfather-in-law, grandmother-in-law, son-in-law, daughter-in-law, or the death of any person residing in the immediate household of the employee at the time of death.

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

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

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

E. PERSONAL LEAVE IN LIEU OF COLA

No cost of living adjustment (COLA) shall occur during the term of this agreement and/or while this agreement remains in effect.

1. IN LIEU OF A COLA, THE COUNTY SHALL PROVIDE PERSONAL LEAVE AS FOLLOWS:

a. 16 hours for all full-time employees for the period July 1, 2013 through June 30, 2014. However, full-time employees hired after December 31, 2013 shall receive 8 hours of personal leave for the period from January 1, 2014 through June 30, 2014. Part-time employees who are regularly assigned to work less than full-time shall receive a proportionate share of Personal Leave hours in the same proportion that their part-time allocated positions bear to a full-time allocated position.

b. If a COLA is not provided in the successor to this agreement, the COUNTY will agree to provide one of the following for the term of the successor agreement:

- i) 16 hours of personal leave or
- ii) another benefit mutually agreeable to the parties.

If, at any time, this agreement is amended to provide a COLA, the right to use any unused personal leave days will expire and any unused personal leave days will be forfeited. This provision will automatically cease to be effective upon the adoption of a successor agreement unless it is expressly stated otherwise in the terms of the new agreement.

2. USE OF PERSONAL LEAVE:

Unused personal leave shall not be paid upon termination. Personal leave must be used during each specific period for which it is granted as specified in item no. 1 above. Personal leave that is not used during each specific period is forfeited. Personal leave must be pre-approved by the department prior to use.

ARTICLE V. HEALTH AND WELFARE BENEFITS

A. GROUP INSURANCE

1. MAXIMUM MONTHLY COUNTY CONTRIBUTION FOR HEALTH CARE COVERAGE

The COUNTY shall pay a maximum contribution of eight hundred dollars (\$800.00) 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. In no event, shall the COUNTY's financial obligation exceed the actual monthly premium for an employee's medical, dental, vision, and life insurance choices under the COUNTY'S flexible benefits plan.

Employees who select coverage with monthly total premiums less than \$800.00 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 \$800.00 per month COUNTY contribution.

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.

3. RETIREES' COVERAGE

a. Employees Retiring Prior To November 1, 2008

For COUNTY retirees who retired from COUNTY service prior to November 1, 2008 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 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 years of age or is eligible for Medicare coverage, whichever is later. For those employees who retired from COUNTY service prior to November 1, 2008 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 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 years of age or is eligible for Medicare coverage, whichever is later.

b. Employees Retiring After November 1, 2008

For COUNTY retirees who retiree from COUNTY service after November 1, 2008 with fifteen years of total COUNTY service as a permanent employee, of which 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 years of age or is eligible for Medicare coverage, whichever is later. For those employees who retired from COUNTY service after November 1, 2008 with twenty years of total COUNTY service as a permanent employee, of which 5 years must be continuously served immediately prior to retiring, who participate in the COUNTYs 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 years of age or is eligible for Medicare coverage, whichever is later.

c. 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.

d. 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 VII.(B.) herein, the employee maintains eligibility and the requirement to work at least 5 continuous years shall be waived.

4. INSURANCE OPT-OUT WITH ALTERNATIVE COVERAGE

Employees may waive health care coverage in its entirety, i.e. medical, dental, and vision insurance (not life insurance). Proof of similar coverage is required to be provided to the COUNTY in such a form as the COUNTY may require. The COUNTY shall pay the monthly life insurance premiums for any employee who chooses to waive health coverage in its entirety while employed by the COUNTY. Employees waiving health care coverage shall receive \$200.00 per month cash in lieu.

5. 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.

ARTICLE VI. GRIEVANCE PROCEDURE

A. DEFINITIONS:

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.

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.

3. DAYS

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

B. 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.

C. FORMAL LEVELS

1. LEVEL 1 - IMMEDIATE SUPERVISOR:

If the grievant is not satisfied with the resolution proposed at the informal level, he/she may within ten (10) days of the receipt of such answer file a formal written grievance with his/her immediate supervisor on a form provided by the COUNTY. The supervisor shall, within three (3) days have a meeting with the grievant and within five (5) days thereafter give a written answer to the grievant on the form provided.

2. LEVEL 2 - 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.

3. LEVEL 3 - 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.

4. LEVEL 4 - BOARD OF SUPERVISORS

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

D. GENERAL PROVISIONS

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.

2. MANAGER'S TIME LIMIT FOR RESPONSE

If a supervisor or manager 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.

3. EMPLOYEE REPRESENTATION

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

4. WAIVER OF LIMITS AND LEVELS

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

5. PROOF OF SERVICE

Proof of Service shall be accomplished by registered mail.

6. PROCEDURE BY MUTUAL AGREEMENT

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

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 VII. MISCELLANEOUS

A. LAYOFF

1. REASONS FOR LAYOFF

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

2. ORDER OF LAYOFF

a. Probationary Employees

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

b. 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.

3. SENIORITY

a. Date of Appointment

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

b. 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.

c. 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.

d. Ties in Seniority

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

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.

5. DEMOTION AND DISPLACEMENT IN LIEU OF LAYOFF

a. 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.

b. 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.

c. 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.

d. Salary Step

Employees being demoted or displaced shall be placed at the salary step representing the least loss of pay. In no case shall the salary be increased above that received in the classification from which the employee was laid off. 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 steps achieved shall remain in effect to the extent such steps were achieved in the previously-held job classification to which the employee demotes.

B. RE-EMPLOYMENT AFTER LAYOFF

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.

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.

a. Vacancy in Class

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

b. Employee on List

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

c. 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 with the COUNTY.

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.

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 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.

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.

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. 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.

C. 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.

D. 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.

E. HAZARDOUS MATERIALS SURVEY

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

F. PROBATIONARY PERIOD

1. PROBATIONARY PERIOD

Any person entering COUNTY employment shall serve an initial twelve (12) month probationary period. Any persons currently employed in job classifications required by State Merit System and still within the six (6) month probationary period shall not have their probationary period extended to twelve (12) months, except for reasons of performance deficiencies. Any person promoted within COUNTY employment shall serve a six (6) month probationary period.

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.

G. 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.

H. "ME TOO" CLAUSE - HEALTH INSURANCE

For the term of this Agreement, the COUNTY agrees that should the COUNTY grant any other bargaining unit an increased contribution towards the COUNTY-sponsored medical, dental, vision, and life group insurance plan, as described in Article V of this agreement, that same contribution will be provided to the ASSOCIATION for the remaining term of this agreement.

I. "ME TOO" CLAUSE - COST OF LIVING ADJUSTMENT

For the term of this Agreement, the COUNTY agrees that should the COUNTY grant any other bargaining unit a cost of living adjustment, that same cost of living adjustment will be provided to the ASSOCIATION for the remaining term of this agreement.

ARTICLE VIII. CLOSING PROVISIONS

A. 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.

B. 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.

C. 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.

D. IMPLEMENTATIONS

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.

E. TERM

This MOU represents the entire agreement between the COUNTY and ASSOCIATION on subjects contained herein and shall become of full force and effect, unless otherwise noted, upon ratification by both parties and shall continue in full force and effect until midnight June 30, 2014; 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. The Unit is required to notify the COUNTY, in writing, at least 120 days before the end of the term of the agreement if it wishes to propose changes to any provision of the collective bargaining agreement.

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

COUNTY OF LAKE

LAKE COUNTY EMPLOYEES ASSOC.

Arnie Ruel
Chair, Board of Supervisors

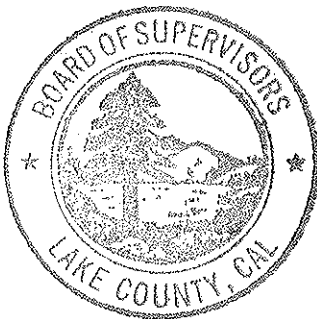
Business Representative
Mayella Dandrea
LCEA President

ATTEST: MATT PERRY
Clerk of the Board

APPROVED AS TO FORM:
ANITA L. GRANT
County Counsel

By: *Matt Perry*
Deputy

By: *Anita L. Grant*



PROGRAM: PP03PC2N	NEW JOB CLASSIFICATION / SALARY DATA	DATE/TIME: 2/18/14	4:06 PM	PAGE 26
TRADES, CRAFTS, & FIELD NON-SUPV UNIT				
CODE	CLASSIFICATION TITLE	GRADE	TYPE	STEP: 1 2 3 4 5 6
5-0085	AG BIOLOGIST/W&M INP II CL B	B19	HRLY	18.0205 18.9215 19.8677 20.8610 21.9041 22.4517
5-0081	AG BIOLOGIST/W&M INSP I	A17	HRLY	15.9464 16.7438 17.5810 18.4600 19.3831 19.8676
5-0084	AG BIOLOGIST/W&M INSP I CL B	B17	HRLY	16.3452 17.1624 18.0205 18.9215 19.8677 20.3643
5-0087	AG BIOLOGIST/W&M INSP I PUE	B17	HRLY	16.3452 17.1624 18.0205 18.9215 19.8677 20.3643
5-0082	AG BIOLOGIST/W&M INSP II	A19	HRLY	17.5810 18.4600 19.3831 20.3522 21.3698 21.9040
5-0083	AG BIOLOGIST/W&M INSP III	A21	HRLY	19.3831 20.3522 21.3698 22.4384 23.5603 24.1492
5-0086	AG BIOLOGIST/W&M INSP III CL B	B21	HRLY	19.8677 20.8610 21.9041 22.9994 24.1493 24.7531
5-0088	AG BIOLOGIST/W&M INSP II PUE	A19	HRLY	17.5810 18.4600 19.3831 20.3522 21.3698 21.9040
5-0089	AG BIOLOGIST/W&M INSP III PUE	A21	HRLY	19.3831 20.3522 21.3698 22.4384 23.5603 24.1492
5-2214	AGRICULTURAL PROGRAMS ASSOC	B16	HRLY	15.5667 16.3452 17.1624 18.0205 18.9215 19.3945
5-0119	AIR QUALITY ENGINEER	B22	HRLY	20.8610 21.9041 22.9994 24.1493 25.3568 25.9907
5-0121	AIR QUALITY ENGINEER, SENIOR	B25	HRLY	24.1493 25.3568 26.6247 27.9559 29.3537 30.0875
5-0118	AIR QUALITY SPECIALIST, SENIOR	A18	HRLY	16.7438 17.5810 18.4600 19.3831 20.3522 20.8610
5-0120	AIR QUALITY TECH	B18	HRLY	17.1624 18.0205 18.9215 19.8677 20.8610 21.3826
5-0150	ANIMAL CONTROL ASSISTANT	A10	HRLY	11.3328 11.8994 12.4944 13.1192 13.7751 14.1196
5-0151	ANIMAL CONTROL OFFICER I	B11	HRLY	12.1970 12.8068 13.4472 14.1196 14.8255 15.1961
5-0152	ANIMAL CONTROL OFFICER II	B13	HRLY	13.4472 14.1196 14.8255 15.5667 16.3452 16.7538
5-0153	ANIMAL CONTROL OFFICER III	B15	HRLY	14.8255 15.5667 16.3452 17.1624 18.0205 18.4710
5-2045	BRIDGE MAINT SPECIALIST	A20	HRLY	18.4600 19.3831 20.3522 21.3698 22.4384 22.9993
5-2044	BRIDGE MAINTENANCE WORKER	A17	HRLY	15.9464 16.7438 17.5810 18.4600 19.3831 19.8676

CODE	CLASSIFICATION TITLE	GRADE	TYPE	STEP:					
				1	2	3	4	5	
5-0311	BUILDING INSPECTOR I	A19	HELY	17.5810	18.4600	19.3831	20.3522	21.3698	21.9240
5-0312	BUILDING INSPECTOR II	A21	HELY	19.3831	20.3522	21.3698	22.4384	23.5603	24.1492
5-0313	BUILDING INSPECTOR, SENIOR	A23	HELY	21.3698	22.4384	23.5603	24.7384	25.9752	26.6247
5-0430	CLEAR LAKE LANDS COORD	A23	HELY	21.3698	22.4384	23.5603	24.7384	25.9752	26.6247
5-0817	CORRECTIONAL FAC MAINT TECH	A21	HELY	19.3831	20.3522	21.3698	22.4384	23.5603	24.1492
5-0727	CUSTOMER SERVICE FIELD REP	B17	HELY	16.3452	17.1624	18.0205	18.9215	19.8677	20.8510
5-0611	DEPUTY COUNTY SURVEYOR	B27	HELY	26.6247	27.9559	29.3537	30.8214	32.3625	33.1716
5-1463	ELECTRO/MECH TECH I	B20	HELY	18.9215	19.8677	20.8610	21.9041	22.9994	23.5743
5-1465	ELECTRO/MECH TECH II	B22	HELY	20.8610	21.9041	22.9994	24.1493	25.3568	25.9907
5-0731	ENGINEERING TECHNICIAN I	A18	HELY	16.7438	17.5810	18.4600	19.3831	20.3522	20.8610
5-0732	ENGINEERING TECHNICIAN II	B19	HELY	18.0205	18.9215	19.8677	20.8610	21.9041	22.4517
5-0733	ENGINEERING TECHNICIAN III	B21	HELY	19.8677	20.8610	21.9041	22.9994	24.1493	24.7531
5-0730	ENGINEERING TECHNICIAN TRAINER	A17	HELY	15.9464	16.7438	17.5810	18.4600	19.3831	19.8676
5-1191	ENVIRONMENTAL HEALTH SPEC II	B22	HELY	20.8610	21.9041	22.9994	24.1493	25.3568	25.9907
5-1192	ENVIRONMENTAL HEALTH SPEC III	B24	HELY	22.9994	24.1493	25.3568	26.6247	27.9559	28.6549
5-2052	ENVIRONMENTAL HEALTH SPEC I	B19	HELY	18.0205	18.9215	19.8677	20.8610	21.9041	22.4517
5-1189	ENVIRONMENTAL HEALTH TECH II	A16	HELY	15.1871	15.9464	16.7438	17.5810	18.4600	18.9215
5-1190	ENVIRONMENTAL HEALTH TECH I	A14	HELY	13.7751	14.4639	15.1871	15.9464	16.7438	17.1624
5-0812	FACIL MAINT WORKER I	A13	HELY	13.1192	13.7751	14.4639	15.1871	15.9464	16.3451
5-0813	FACIL MAINT WORKER II	A15	HELY	14.4639	15.1871	15.9464	16.7438	17.5810	18.0205

CODE	CLASSIFICATION TITLE	GRADE	TYPE	STEP: 1	2	3	4	5	6
5-0814	FACILITIES MAINT WORKER III	A17	HRLY	15.9464	16.7438	17.5810	18.4600	19.3331	19.8676
5-0811	FACILITIES MAINT WRKR TRN	A12	HRLY	12.4944	13.1192	13.7751	14.4639	15.1371	15.5667
5-0816	FACILITIES MAINTENANCE TECH	A19	HRLY	17.5810	18.4600	19.3831	20.3522	21.3558	21.9040
5-0047	GRADING AND STORMWATER INSP I	A19	HRLY	17.5810	18.4600	19.3831	20.3522	21.3558	21.9040
5-0048	GRADING AND STORMWATER INSP II	A21	HRLY	19.3831	20.3522	21.3698	22.4384	23.5603	24.1492
5-2081	HAZARD MATERIAL SPEC III	B24	HRLY	22.9994	24.1493	25.3568	26.6247	27.9559	28.6549
5-2080	HAZARD MATERIALS SPEC II	B23	HRLY	21.9041	22.9994	24.1493	25.3568	26.6247	27.2903
5-2079	HAZARDOUS MATERIALS SPEC I	534	HRLY	20.1854	21.1948	22.2546	23.3671	24.5356	25.1489
5-2047	HEAVY EQUIPMENT OPERATOR I	A17	HRLY	15.9464	16.7438	17.5810	18.4600	19.3831	19.8676
5-2048	HEAVY EQUIPMENT OPERATOR II	A19	HRLY	17.5810	18.4600	19.3831	20.3522	21.3698	21.9040
5-1032	HEAVY EQUIPMENT/AUTO MECH	B17	HRLY	16.3452	17.1624	18.0205	18.9215	19.8677	20.3643
5-0156	KENNEL COORDINATOR	A12	HRLY	12.4944	13.1192	13.7751	14.4639	15.1871	15.5667
5-2060	PARK MAINTENANCE WRKR TRAINEE	A14	HRLY	13.7751	14.4639	15.1871	15.9464	16.7438	17.1624
5-2062	PARKS MAINT WORKER III	A18	HRLY	16.7438	17.5810	18.4600	19.3831	20.3522	20.8610
5-0352	PARKS MAINTENANCE WORKER II	A17	HRLY	15.9464	16.7438	17.5810	18.4600	19.3831	19.8676
5-2061	PARKS MAINTENANCE WORKER I	A15	HRLY	14.4639	15.1871	15.9464	16.7438	17.5810	18.0205
5-0308	PLANS EXAMINER I	B22	HRLY	20.8610	21.9041	22.9994	24.1493	25.3568	25.9907
5-0309	PLANS EXAMINER II	B23	HRLY	21.9041	22.9994	24.1493	25.3568	26.6247	27.2903
5-2218	PUBLIC WORKS WKR-INMTE CRW LDR	A18	HRLY	16.7438	17.5810	18.4600	19.3831	20.3522	20.8610
5-2050	PUBLIC WORKS WORKER I	A12	HRLY	12.4944	13.1192	13.7751	14.4639	15.1871	15.5667

CODE	CLASSIFICATION TITLE	GRADE	TYPE	STEP: 1	2	3	4	5	6
5-2096	PUBLIC WORKS WORKER II	A14	HRLY	13.7751	14.4639	15.1871	15.9464	16.7438	17.1624
5-2098	PUBLIC WORKS WORKER III	A16	HRLY	15.1871	15.9464	16.7438	17.5810	18.4600	18.9215
5-2051	PUBLIC WORKS WORKER TRAINEE	552	HRLY	12.0037	12.6040	13.2343	13.8961	14.5910	14.9557
5-2104	RWA/AIRPORT OPS COORD	B24	HRLY	22.9994	24.1493	25.3568	26.6247	27.9559	28.6549
5-2102	RWA/AIRPORT OPS COORD I	A24	HRLY	22.4384	23.5603	24.7384	25.9752	27.2740	27.9559
5-2103	RWA/AIRPORT OPS COORD II	B25	HRLY	24.1493	25.3568	26.6247	27.9559	29.3537	30.0875
5-2109	SOLID WASTE HVY EQUIP OPERATOR	A19	HRLY	17.5810	18.4600	19.3831	20.3522	21.3698	21.9040
5-1240	STOREKEEPER	A13	HRLY	13.1192	13.7751	14.4639	15.1871	15.9464	16.3451
5-0734	SURVEY TECH I	A18	HRLY	16.7438	17.5810	18.4600	19.3831	20.3522	20.8610
5-0735	SURVEY TECH II	B19	HRLY	18.0205	18.9215	19.8677	20.8610	21.9041	22.4517
5-1467	UTILITY WORKER I	C01	HRLY	14.4725	15.1962	15.9559	16.7537	17.5914	18.0312
5-1468	UTILITY WORKER II	C02	HRLY	15.9559	16.7537	17.5914	18.4710	19.3946	19.8795
5-1469	UTILITY WORKER III	C03	HRLY	17.5914	18.4710	19.3946	20.3644	21.3827	21.9173
5-0725	WATER METER READ/CONN TECH I	B16	HRLY	15.5667	16.3452	17.1624	18.0205	18.9215	19.3945
5-0726	WATER METER READ/CONN TECH II	B18	HRLY	17.1624	18.0205	18.9215	19.8677	20.8610	21.3826
5-0431	WATER RESOURCES TECHNICIAN	A23	HRLY	21.3698	22.4384	23.5603	24.7384	25.9752	26.6247
5-0831	WEIGHMASTER	A12	HRLY	12.4944	13.1192	13.7751	14.4639	15.1871	15.5667
5-1443	WTR/WSTWR TRMTNT PL OP TRAINEE	B14	HRLY	14.1196	14.8255	15.5667	16.3452	17.1624	17.5916
5-1444	WTR/WSTWR TRMTNT PLANT OP I	B17	HRLY	16.3452	17.1624	18.0205	18.9215	19.8677	20.3643
5-1445	WTR/WSTWR TRMTNT PLANT OP II	B19	HRLY	18.0205	18.9215	19.8677	20.8610	21.9041	22.4517

PROGRAM: PP003PC2N NEW JOB CLASSIFICATION / SALARY
TRADES, CRAFTS, & FIELD NON-SUPV UNIT

DATE/TIME: 2/18/14 4:06 PM PAGE 30

CODE	CLASSIFICATION TITLE	GRADE	TYPE	STEP:	1	2	3	4	5	6
5-1446	WTR/WSTWR TRTMNT PLANT OP III	B21	HRLY		19.8677	20.8610	21.9041	22.9994	24.1493	24.7531

