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County of Lassen, California
OFFICE OF COUNTY COUNSEL

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221 South Roop Street, Ste. 2
Susanville CA 96130

S. Melyssah Rios, Sr. Deputy County Counsel



March 28, 2018

Board of Supervisors
221 S. Roop St.
Susanville, CA 96130

RE: Proposed Side Letter Agreements with LCPOA, LCDSA, and LCPOSU

Dear Sirs,

Recently, three bargaining units (the peace office units) approached the County for the purpose of an interpretation of a provision of their respective memorandums of understanding. The provision for which they sought an interpretation related to the recurring situation where an employee is working their normal shift and they are ordered, without a requisite amount of notice, to extend their shift past its normally scheduled end time. This is what is referred to as "extension of shift" time.

The department had been paying these situations at straight time. The Unions believed that this was inconsistent with the existing memorandums of understanding and the County agreed that there was an ambiguity. Please see the attached sections of the respective memorandums for reference.

The parties met to discuss the matter and a compromise was reached. The proposed compromise is that this extension of shift time would be paid prospectively at time and a half; there would be no retroactive time and a half pay.

In order for the side letters to have effect, they must be approved by the Board of Supervisors.

Sincerely,

A handwritten signature in black ink, appearing to read "R. Burns", is written over the word "Sincerely,".

Robert M. Burns

SIDE LETTER AGREEMENT BETWEEN THE COUNTY OF
LASSEN (County) AND
LASSEN COUNTY PEACE OFFICERS ASSOCIATION
(Union)
TO MEMORANDUM OF UNDERSTANDING EFFECTIVE
NOVEMBER 10, 2015 THROUGH DECEMBER 31, 2018

EXTENSION OF SHIFT PAY

The County and the Union hereby agree that Article 7.04 of the above referenced Memorandum of Understanding shall, prospectively only from date of Board of Supervisors ratification, be interpreted to include that simple extensions of shift, absent four calendar days' notice, shall be calculated at the overtime rate (time and a half).

For the County:

Mr. Chris Gallagher
Chairman, Lassen County Board of Supervisors

Date

Robert M. Burns
County Counsel-As to form only

Date 3-26-18

For the Union:

Gina Mineau
Unit President

Date

Steve Allen
Labor Representative
Goyette and Assoc.

Date 3-27-18

SIDE LETTER AGREEMENT BETWEEN THE COUNTY OF LASSEN (County) AND
LASSEN COUNTY DEPUTY SHERIFF'S ASSOCIATION (Union)
TO MEMORANDUM OF UNDERSTANDING EFFECTIVE
NOVEMBER 10, 2015 THROUGH DECEMBER 31, 2018

EXTENSION OF SHIFT PAY

The County and the Union hereby agree that Article 7.04 of the above referenced Memorandum of Understanding shall, prospectively only from date of Board of Supervisors ratification, be interpreted to include that simple extensions of shift, absent four calendar days' notice, shall be calculated at the overtime rate (time and a half).

For the County:

Mr. Chris Gallagher
Chairman, Lassen County Board of Supervisors

Robert M. Burns
County Counsel-As to form only

Date

3-28-18
Date

For the Union:

Ryan Ruano
Unit President

Mark Salvo
Labor Representative

03/26/2018
Date

03/20/2018
Date

SIDE LETTER AGREEMENT BETWEEN THE COUNTY OF LASSEN (County) AND
LASSEN COUNTY PEACE OFFICER SUPERVISORS ASSOCIATION (Union)
TO MEMORANDUM OF UNDERSTANDING EFFECTIVE
DECEMBER 8, 2015 THROUGH DECEMBER 31, 2018

EXTENSION OF SHIFT PAY

The County and the Union hereby agree that Article 7.04 of the above referenced Memorandum of Understanding shall, prospectively only from date of Board of Supervisors ratification, be interpreted to include that simple extensions of shift shall be calculated at the overtime rate (time and a half) unless notification has been made to the employee prior to the end of the employees last shift preceding the extension.


For the County:

Mr. Chris Gallagher
Chairman, Lassen County Board of Supervisors



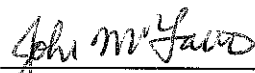
Robert M. Burns
County Counsel-As to form only

Date



Date

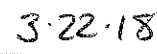
For the Union:



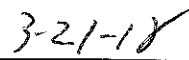
John McGarva
Representative



Wes Gray
Representative



Date



Date

total longevity pay after fifteen years of service shall be 10%. (Calculated on base pay)

ARTICLE 6.10 UNIFORM ALLOWANCE.

Each represented sworn uniformed employee shall receive a total of fifty dollars (\$50) per month as and for a uniform allowance. Effective the December 5, 2012 pay date, uniform allowance shall be increased to sixty (\$60) per month. Such allowance shall be paid by separate check twice annually on or about July 1st and December 1st of each year. Effective in July 2013, employees in non-sworn classes shall be required to wear a uniform prescribed by the Sheriff and shall receive a uniform allowance of \$20 monthly to be paid on or about July 1st and December 1st of each year. New-hired non-sworn employees shall receive one hundred (\$100) dollars with their first pay check in order to assist with uniform purchase. This shall also apply to those non-sworn employees employed the first full pay period in July 2013, and the \$100 shall be included in the pay check for that pay period. New-hired sworn uniformed employees shall receive two hundred forty dollars (\$240) with the receipt of their first paycheck in order to assist with uniform purchase.

ARTICLE 6.11 BI-LINGUAL PAY.

Employees authorized by the Sheriff to use their bi-lingual skills in the performance of their job duties shall receive a 2.5% increase in base salary for the duration of such authorization. They must pass a test to be determined appropriate by the Personnel Director to meet the necessary standards. Effective the December 5, 2012 pay date, bi-lingual pay shall be increased to a total of 5%.

HOURS OF WORK, OVERTIME AND RELATED

ARTICLE 7.01 HOURS OF WORK.

- A. Employees shall be assigned to daily work schedules, including but not limited to 8, 9, 10, and 12.25-hour shifts, at the discretion of the Sheriff. Normal working hours for all classifications not eligible for Section 207(k) of the FLSA shall be 40 hours per week. Employees in classifications eligible for Section 207(k) of the FLSA shall have normal working hours of either 80 or 81.75 in a bi-weekly pay period. Schedules other than the above may be used after meeting and discussing with the POA.
- B. This confirms the County's existing policy and practice of utilizing Section 207 (k) of the FLSA for the purpose of determining overtime for employees in the classification of Correctional Officers and Correctional Officers Supervisors. Pursuant to Section 207 (k), employees in these classifications have been, and will continue for the term of this agreement, to be paid overtime at the rate of time and one half the employee's regular rate of pay for all hours worked-as the term "hours worked" is defined in this agreement-in excess of 171 within the designated 28 day work period.

ARTICLE 7.02 REST BREAKS.

Each department head is empowered to grant to employees in his department rest periods during the working hours of the day not to exceed fifteen minutes within any four consecutive hours of work.

ARTICLE 7.03 OVERTIME AND CALLBACK.

If in the judgment of a department head, work beyond the normal workday and/or workweek provided in this article is required of any employee, he/she may authorize such overtime.

Call back is defined as time an employee is required to return to work with no prior notice and without having been so notified prior to the completion of their regularly scheduled work day. Scheduled training is not considered call back. Scheduled overtime is paid at time and one half the employee's regular rate of pay, and is not considered call back.

Call back and court time, providing such is not accrued during a workday already compensated for, shall be paid at the rate of time and one-half with a minimum payment of two hours. Whenever an employee in this unit is assigned and works Christmas or Thanksgiving, all hours worked between 12:01 am and the following 11:59 p.m. on these two holidays, shall be paid at the overtime rate of one and one-half hours for each hour worked. For purposes of this provision only, December 25th shall constitute the Christmas holiday and only the last Thursday in November shall constitute the Thanksgiving holiday. If for any reason another day is taken off in celebration of either of these holidays, only the calendar dates described above shall be subject to the overtime time and one-half pay in addition to accrued holiday credit.

Holidays and compensatory time off shall be counted as time worked during the twenty-eight (28) day period. Vacation time and sick leave shall be counted as time not worked during that same period.

Overtime for court and callback time shall be paid on each bi-weekly pay period during which the overtime was worked.

Employees shall have the option of taking overtime pay in compensatory time off, subject to a maximum accumulation of forty (40) hours. Compensatory time off will be scheduled at the employee's request, subject to the needs of the department.

* ARTICLE 7.04 SCHEDULE CHANGE.

There shall be no change of work schedule unless the employee is notified of such pending change at least 4 calendar days in advance of the regular work schedule date that is being changed. If an employee is not given said notice, all hours worked during the change of work schedule that are outside of the employees regular work schedule shall be paid at time and one half the employee's regular rate of pay. This section may be waived if the employee requests and agrees to said change. Should an employee be required to work prior to their regular start time or as an extension of their regular shift (with less than the 4 calendar days notice) the hours shall be paid at the applicable overtime rate as specified in Article 7.

ARTICLE 7.05 WORKING OUT OF CLASSIFICATION.

Any full-time non-probationary employee assigned by the Department Head, with approval of the Personnel Director, to work in a higher classification under extraordinary circumstances will receive approximately a 5% salary increase for all time worked in the higher classification.

Nothing herein shall be construed as limiting management's authority to assign County

LCPOA

employees temporarily to different or additional work duties and responsibilities for the purpose of responding to emergencies or necessary special, limited time assignments.

The assignment of deputies or assistants to fill in for management during vacations or short-term leaves shall not be construed as extraordinary circumstances or as working out of classification for the purpose of this article.

Employees assigned to be "Officer in Charge" (OIC) shall be paid an additional 2.5% for the time assigned to such duties. Such OIC assignment is temporary and employees so assigned do not retain any vested rights to OIC duties/pay and may be removed from such duties by the Sheriff with no appeal rights.

PAID LEAVE

ARTICLE 8.01 EMPLOYEE SICK LEAVE

- A. Employees other than temporary shall be entitled to one hundred and twenty hours of sick leave with pay for each year of full-time county service. Sick leave shall accrue from the date of county employment at the rate of ten hours for each month or major fraction thereof served. Sick leave may not be granted in excess of the amount accrued and shall be cumulative from year to year. In any position of a Regular part-time nature, the accrual of sick leave shall be prorated in the same ratio as the regular work hours per day, days per week, weeks per month, or months per year of such part-time employees bear to eight hours per day, forty hours per calendar week, calendar weeks per month, or twelve calendar months per year.
- B. In the case of illness, the employee, upon request of the department head, must, upon his return to duty, present a doctor's certificate of illness in order to be credited with sick leave. Exceptions to this provision are permissible with an approval from the department head when the employee involved, for religious reasons, is opposed to the advice or assistance of a physician.
- C. A County employee who is entitled to temporary disability indemnity under the Labor Code may elect to take as much of his accumulated sick leave or his accumulated vacation after his accumulated sick leave becomes exhausted, as, when added to his disability indemnity, will result in a payment to him of his full salary wages. At a time when sick leave and vacation time is exhausted, the employee shall be placed on leave of absence without pay until able to return to active service.
- D. No employee shall be entitled to sick leave while absent from duty on account of any of the following causes:
 - 1. Disability arising from any sickness or injury purposely self-inflicted or caused by any of his willful misconduct;
 - 2. Sickness or disability sustained while on leave of absence other than his or her regular vacation period.
- E. Sick leave is transferable from department to department in case of an employee transfer to another department.
- F. Sick leave is identified as absence from work because of illness or injury to the employee, such as that due to exposure to contagious disease, medical or dental appointments.

HOURS OF WORK, OVERTIME AND RELATED

ARTICLE 7.01 HOURS OF WORK.

- A. Employees shall be assigned to daily work schedules, including but not limited to 8, 9, 10, and 12 hour shifts, at the discretion of the Sheriff. Normal working hours for all employees shall be 80 hours in a bi-weekly pay period. Based on the scheduling needs and staffing levels, the Sheriff may use any of the following schedule(s): 5 days at 8 hours worked per day for two weeks; $10 @ 8 = 80$; 5 days at 8 hours worked per day for the first week, followed by 4 days at 10 hours per day for the second week $(5 @ 8) + (4 @ 10) = 80$; 5 days at 9 hours worked per day for the first week, followed by 4 days at 9 hours worked per day for the second week (One day in the two-week period will be shortened to an 8 hour work day to balance the work period at 80 hours). $(8 @ 9) + 8 = 80$; 4 days at 10 hours per day for 2 weeks. $8 @ 10 = 80$; 3 days at 12 hours per day for the first week, followed by 4 days at 12 hours per day for the second week. (One day in the two week period will be shortened to an 8 hour work day to balance the work period at 80 hours). $(6 @ 12) + 8 = 80$. Schedules other than the above may be used after meeting and discussing with the Association.
- B. This confirms the County's existing policy and practice of utilizing Section 207 (k) of the FLSA for the purpose of determining overtime for employees in this unit. Pursuant to Section 207 (k), employees in this unit have been, and will continue for the term of this agreement, to be paid overtime at the rate of time and one half the employee's regular rate of pay for all hours worked-as the term "hours worked" is defined in this agreement-in excess of 171 within the designated 28 day work period. This section also defines as a past practice the practice of paying the overtime rate when assigning an employee to a backfill shift. A backfill shift is defined as an employee assigned to work the regular hours of another employee due to a scheduled or unscheduled absence. Additionally, employees are assigned to a regular and reoccurring shift which has regular starting and ending times as well as consecutive days off.

ARTICLE 7.02 REST BREAKS.

Each department head is empowered to grant to employees in his department rest periods during the working hours of the day not to exceed fifteen minutes within any four consecutive hours of work.

ARTICLE 7.03 OVERTIME AND CALLBACK.

If in the judgment of a department head, work beyond the normal workday and/or workweek provided in this article is required of any employee, he/she may authorize such overtime.

Call back is defined as time an employee is required to return to work with no prior notice and without having been so notified prior to the completion of their regularly scheduled work day. Scheduled training is not considered call back. Scheduled overtime is paid at time and one half the employee's regular rate of pay, and is not considered call back.

Call back and court time, providing such is not accrued during a workday already compensated for, shall be paid at the rate of time and one-half with a minimum payment of

two hours. Whenever an employee in this unit is assigned and works Christmas or Thanksgiving, all hours worked between 12:01 am and the following 11:59 p.m. on these two holidays, shall be paid at the overtime rate of one and one-half hours for each hour worked. For purposes of this provision only, December 25th shall constitute the Christmas holiday and only the last Thursday in November shall constitute the Thanksgiving holiday. If for any reason another day is taken off in celebration of either of these holidays, only the calendar dates described above shall be subject to the overtime time and one-half pay in addition to accrued holiday credit.

Holidays and compensatory time off shall be counted as time worked during the twenty-eight (28) day period. Vacation time and sick leave shall be counted as time not worked during that same period.

Overtime for court and callback time shall be paid on each bi-weekly pay period during which the overtime was worked.

Employees shall have the option of taking overtime pay in compensatory time off, subject to a maximum accumulation of forty (40) hours. Compensatory time off will be scheduled at the employee's request, subject to the needs of the department.

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ARTICLE 7.04 SCHEDULE CHANGE.

There shall be no change of work schedule unless the employee is notified of such pending change at least 4 calendar days in advance of the regular work schedule date that is being changed. If an employee is not given said notice, all hours worked during the change of work schedule that are outside of the employees regular work schedule shall be paid at time and one half the employee's regular rate of pay. This section may be waived if the employee requests and agrees to said change. Should an employee be required to work prior to their regular start time or as an extension of their regular shift (with less than the 4 calendar days notice) the hours shall be paid at the applicable overtime rate as specified in Article 7.01 B.

PAID LEAVE

ARTICLE 8.01 SICK LEAVE

- A. Employees other than temporary shall be entitled to one hundred and twenty hours of sick leave with pay for each year of full-time county service. Sick leave shall accrue from the date of county employment at the rate of ten hours for each month or major fraction thereof served. Sick leave may not be granted in excess of the amount accrued and shall be cumulative from year to year. In any position of a Regular part-time nature, the accrual of sick leave shall be prorated in the same ratio as the regular work hours per day, days per week, weeks per month, or months per year of such part-time employees bear to eight hours per day, forty hours per calendar week, calendar weeks per month, or twelve calendar months per year.
- B. In the case of illness, the employee, upon request of the department head, must, upon his return to duty, present a doctor's certificate of illness in order to be credited with sick leave. Exceptions to this provision are permissible with an approval from

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HOURS OF WORK, OVERTIME AND RELATED

ARTICLE 7.01 HOURS OF WORK.

- A. Eight hours will constitute a day's work for all employees unless otherwise provided by resolution or ordinance of the Board of Supervisors, or by this article.
- B. The official workweek of the county shall be five days of eight hours each. It shall be the duty of each department head to arrange the work of his department so that each employee therein shall work not more than five days in each calendar week, except that a department head may require an employee in his department to temporarily perform services in excess of five days a week when public necessity or convenience so requires. The regular workweek for employees covered by this Agreement shall be forty hours (40), either five day/eight hour schedule or a four day/ten hour schedule, at the Sheriff's discretion. Schedules other than the above, including but not limited to 12-hour shifts, may be utilized by the Sheriff if needed.

ARTICLE 7.02 REST BREAKS.

Each department head is empowered to grant to employees in his department rest periods during the working hours of the day not to exceed fifteen minutes within any four consecutive hours of work.

ARTICLE 7.03 OVERTIME AND CALLBACK.

If in the judgment of a department head, work beyond the normal workday and/or workweek provided in this article is required of any employee, he/she may authorize such overtime.

Call back is defined as time when an employee is requested to return to work with no prior knowledge and without having been so notified prior to completion of their regularly scheduled work day.

- A. Telephonic contact outside of work hours exceeding five (5) minutes shall be paid at a fifteen (15) minute minimum for each call. Calls exceeding fifteen (15) minutes shall be paid on a minute for minute basis.
- B. Scheduled overtime is not considered call back, but is paid at the rate of time and one half the employee's rate of pay.
- C. Scheduled training is not considered call back and is paid at straight time; any instructor of the training shall be compensated at a rate of time and one half the employee's rate of pay.

Call back and court time, providing such is not accrued during a workday already compensated for, shall be paid at the rate of time and one-half with a minimum payment of two hours. Whenever an employee in this unit is assigned and works Christmas or Thanksgiving, all hours worked between 12:01 am and the following 11:59 p.m. on these two holidays, shall be paid at the overtime rate of one and one-half hours for each hour worked. For purposes of this provision only, December 25th shall constitute the Christmas holiday and only the last Thursday in November shall constitute the Thanksgiving holiday. If for any reason another day is taken off in celebration of either of these holidays, only the calendar dates described above shall be subject to the overtime time and one-half pay in addition to accrued holiday credit.

Holidays and compensatory time off shall be counted as time worked during the twenty-eight (28) day

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period. Vacation time and sick leave shall be counted as time not worked during that same period.

Overtime for court and callback time shall be paid on each bi-weekly pay period during which the overtime was worked.

This confirms the County's existing policy and practice of utilizing Section 207(k) of the FLSA for the purpose of determining overtime for employees covered by this MOU. Pursuant to Section 207(k), employees have been and will continue for the term of this agreement, to be paid overtime at the rate of time and one half the employee's regular rate of pay for all hours worked as the term "hours worked" is defined in this agreement in excess of 171 within the designated 28-day work period.

Employees shall have the option of taking overtime pay in compensatory time off, subject to a maximum accumulation of forty (40) hours. Compensatory time off will be scheduled at the employee's request, subject to the needs of the department.

* ARTICLE 7.04 SCHEDULE CHANGE.

There shall be no change of work schedule unless the employee is notified of such pending change prior to the end of the employee's last shift preceding the pending change.

ARTICLE 7.05 WORKING OUT OF CLASSIFICATION.

Any full-time non-probationary employee assigned by the Department Head, with approval of the Personnel Director, to work in a higher classification under extraordinary circumstances will receive approximately a 5% salary increase for all time worked in the higher classification.

Nothing herein shall be construed as limiting management's authority to assign County employees temporarily to different or additional work duties and responsibilities for the purpose of responding to emergencies or necessary special, limited time assignments.

The assignment of deputies or assistants to fill in for management during vacations or short-term leaves shall not be construed as extraordinary circumstances or as working out of classification for the purpose of this article.

PAID LEAVE

ARTICLE 8.01 SICK LEAVE

- A. Employees other than temporary shall be entitled to one hundred and twenty (120) hours of sick leave with pay for each year of full-time county service. Sick leave shall accrue from the date of county employment at the rate of 10 hours for each month or major fraction thereof served. Sick leave may not be granted in excess of the amount accrued and shall be cumulative from year to