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**RESOLUTION NO. R09- 30**

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS ADOPTING AND APPROVING A NEW MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY AND THE MONO COUNTY SHERIFF DEPARTMENT'S MANAGEMENT ASSOCIATION**

**WHEREAS**, the Mono County Board of Supervisors has the authority under Section 25300 of the Government Code to prescribe the compensation, appointment, and conditions of employment of county employees; and

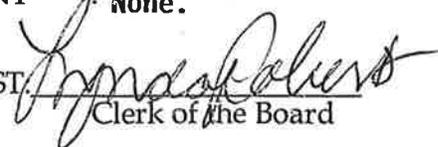
**WHEREAS**, the County is required by the Meyers-Milias-Brown Act (Section 3500 et seq. of the Government Code) to meet and confer with recognized employee organizations before changing the terms and conditions of employment applicable to the employee classifications represented by those organizations; and

**WHEREAS**, representatives of the County and the Mono County Sheriff Department's Management Association met, conferred, and reached mutually-acceptable terms for a new proposed Memorandum of Understanding (MOU), a copy of which is attached hereto as an exhibit and incorporated herein by this reference.

**NOW, THEREFORE, BE IT RESOLVED** by the Mono County Board of Supervisors that the proposed Memorandum of Understanding ("MOU") between the County of Mono and the Mono County Sheriff Department's Management Association, a copy of which is attached hereto as an exhibit -- effective for the period of January 1, 2009, through December 31, 2010 -- is hereby ratified, adopted, and approved, and the terms and conditions of employment set forth in the Memorandum are hereby prescribed for the employee classifications represented by that Association. The Chair of the Board of Supervisors shall execute said Memorandum on behalf of the County.

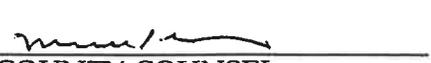
**PASSED AND ADOPTED** this 19<sup>th</sup> day of May, 2009, by the following vote:

**AYES** : Supervisor Bauer, Farnetti, Hazard, Hunt and Reid.  
**NOES** : None.  
**ABSTAIN** : None.  
**ABSENT** : None.

**ATTEST**   
Clerk of the Board

  
\_\_\_\_\_  
BILL REID, Chair  
Board of Supervisors

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
COUNTY COUNSEL



# COUNTY OF MONO

P.O. BOX 696, BRIDGEPORT, CALIFORNIA 93517  
(760) 932-5413 • FAX (760) 932-5411  
Email: rgarret@mono.ca.gov

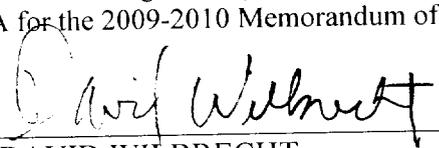
David Wilbrecht  
County Administrative Officer

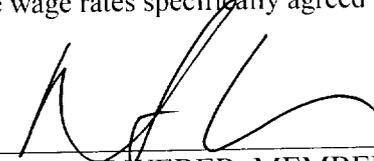
Robert Garret  
Deputy County Administrative Officer  
Human Resources

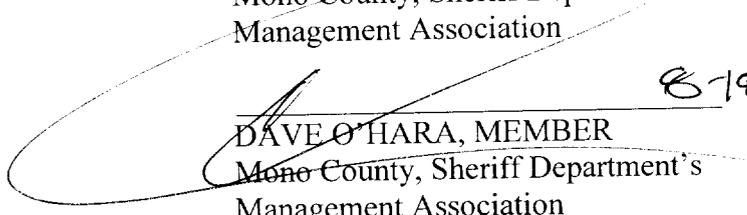
August 17, 2009

LETTER OF MUTUAL UNDERSTANDING REGARDING Article 1 – B. (4)  
AND Article – 6. A in the 2009-2010 MEMORANDUM OF UNDERSTANDING  
BETWEEN THE COUNTY OF MONO AND  
THE MONO COUNTY SHERIFF DEPARTMENT'S MANAGEMENT ASSOCIATION

While both parties agree that the wage rates in Article 6 – A (Lieutenant I: \$9,901 & Lieutenant II: \$10,362) are the appropriate, agreed upon wage rates for the purpose of this specific Memorandum of Understanding, it is further understood by both parties that the holiday pay enumerated in Article 1 – B. (4) "Maximum Sergeant Pay" should be 10% and not 9% as stated in the document and both parties also recognize that the historical differential between "Maximum Sergeant Pay", as defined in Article B. (4) and the base compensation of Lieutenant I is 7.5% and the historical differential with the base compensation of Lieutenant II is 12.5%. These facts are true notwithstanding the Definition of "Maximum Sergeant Pay" contained in the document and the wage rates specifically agreed to in Article 6. A for the 2009-2010 Memorandum of Understanding.

  
\_\_\_\_\_  
DAVID WILBRECHT  
County Administrative Officer  
County of Mono County

  
\_\_\_\_\_  
ROBERT WEBER, MEMBER  
Mono County, Sheriff Department's  
Management Association

  
\_\_\_\_\_  
DAVE O'HARA, MEMBER  
Mono County, Sheriff Department's  
Management Association

8/18/09

8-18-09

**MEMORANDUM OF  
UNDERSTANDING**

**BETWEEN**

**COUNTY OF MONO AND MONO COUNTY**

**SHERIFF DEPARTMENT'S**

**MANAGEMENT ASSOCIATION**



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**ARTICLE 1. PURPOSE AND DEFINITIONS**

**A. Purpose**

It is the purpose of this Memorandum of Understanding ("MOU") to promote and provide for continuity of operations and employment through harmonious relations, cooperation, and understanding between management and the members covered by the provisions of this MOU; to provide an established, orderly, and fair means of resolving any misunderstandings or differences which may arise from the provisions of this MOU, and to set forth the understanding reached between the parties as a result of good faith negotiations on the matters set forth herein, which understanding the parties intend to jointly submit and recommend for approval and implementation by the County Board of Supervisors.

**B. DEFINITIONS**

The terms used in this MOU shall have the following definitions unless the terms are otherwise defined in specific articles in this MOU;

- (1) "ASSOCIATION" means the Mono County Sheriff's Department Management Association, a recognized employee bargaining unit consisting of any Lieutenant classifications, said employees hereinafter referred to as covered employees or members. During the term of this MOU (January 1, 2009 until December 31, 2010) there shall be two levels of Lieutenant, known as Lieutenant I and Lieutenant II.
- (2) "COUNTY" means the County of Mono, a political subdivision of the State of California.
- (3) "MOU" means this Memorandum of Understanding between the ASSOCIATION and the COUNTY.
- (4) "MAXIMUM SERGEANT PAY" is the compensation of a hypothetical employee in the classification of Sheriff Sergeant who is at E-Step and is receiving 9% holiday pay, 7.5% longevity pay, and 12.5% educational incentive pay.

**ARTICLE 2. RECITALS; FINDINGS**

- A.** It is the purpose of this MOU to set forth the understandings and agreements reached by the parties which are to be effective for the period of January 1, 2009, to and including, December 31, 2010, and which will replace and supersede the prior MOU between the parties. Notwithstanding the foregoing, certain provisions this MOU expressly described herein as being effective from the date of final MOU ratification by the COUNTY and the ASSOCIATION. For purposes of any such provisions, the "date of final MOU ratification" means April 21, 2009.

- B. In adopting it, the Board of Supervisors finds this MOU is necessary to promote harmonious relations between the COUNTY and the ASSOCIATION, and to insure continuous efficient law enforcement services to the people of Mono County and those who work, recreate, and travel here. In the absence of an MOU, it will be difficult to attract or keep trained, experienced, and capable law enforcement personnel in this county. To those ends, the Board finds that MOU is necessary for the health, safety and welfare of the people.**
- C. The ASSOCIATION likewise desires to enter into this MOU for the period of January 1, 2009, to and including December 31, 2010.**
- D. Wherefore, and in consideration of the terms, conditions, recitals, and understandings expressed in the MOU, the parties agree as herein set forth.**

**ARTICLE 3. TERM; RENEGOTIATION**

**This MOU shall expire and otherwise be fully terminated at 12:00 midnight on December 31, 2010. In the event either party desires to negotiate a successor memorandum of understanding, such party shall serve upon the other, prior to the expiration of this MOU, its written request to negotiate, and submit its full and entire written proposals for such successor memorandum of understanding. After the MOU expires on December 31, 2010, the provisions of the MOU shall remain in full force and effect during negotiations for a replacement agreement.**

**ARTICLE 4. RECOGNITION**

**The COUNTY hereby reaffirms its previous action recognizing the ASSOCIATION as the representative for employees in a unit consisting of all Lieutenant classifications, said employees hereinafter referred to as covered employees or members.**

**ARTICLE 5. DISCRIMINATION**

**The parties mutually recognize and agree fully to protect the rights of all employees covered by this MOU, and that all employees so covered shall have the right to join and participate in the activities of the ASSOCIATION and to exercise all rights expressly and impliedly set forth in Section 3500 et seq. of the Government Code of the State of California. No employee shall be intimidated, restrained, coerced, or discriminated against because of the exercise of these rights.**

**The provisions of this MOU shall be applied equally to all employees covered without favor or discrimination (1) because of race, color, sex, age, creed or religion; and (2) in accordance with all applicable State and Federal Laws.**

**ARTICLE 6. SALARY ADJUSTMENT/TERM**

- A. It is hereby agreed that effective and retroactive to January 1, 2009 the monthly salary (base compensation) of the Lieutenant I classification shall be \$9,901 which**

and the monthly salary of the Lieutenant II classification shall be \$10,362. The parties further agree that these compensations meet the appropriate differentials with Maximum Sergeant pay as defined above. The new salaries shall continue thereafter.

- B.** For purposes of this MOU, the "base compensation" of Lieutenant I and Lieutenant II includes all compensation other than uniform allowance. It includes any amounts previously paid as holiday pay or educational incentive pay, which are both eliminated through the previous MOU which was in effect during the period January 1, 2007, through December 31, 2008. The parties understand and agree that effective and retroactive to January 1, 2009, the monthly salary (base compensation) for Lieutenant I and Lieutenant II shall continue to be a flat amount, as specified herein, and is not based on a range with steps.
- C.** Effective January 1, 2010, the COUNTY will provide an increase to each employee's base compensation equal to a cost of living adjustment (COLA) as described below. The new salary shall continue thereafter. "Base compensation" effective as of January 1, 2010 means the specific compensation rate the employee was paid on that date. The COLA shall be equal to the percentage change in the Consumer Price Index (CPI) for U.S. Cities West for All Urban Consumers (All Items Indexed) of the Bureau of Labor Statistics, United States Department of Labor, from September 2008 to September 2009. Notwithstanding the foregoing, the COLA shall in no event be lower than two percent (2%) nor greater than five percent (5%).
- D.** It is understood and agreed that hiring decisions (including but not limited to lateral transfers) and promotional decisions pertaining to the classifications of Lieutenant I and Lieutenant II shall be in the sole discretion of the Sheriff Coroner, who shall place candidates into the classifications he deems appropriate and advance them when and if he deems it appropriate. It is understood and agreed that the salary (base compensation) of persons hired or promoted into the classifications of Lieutenant I or Lieutenant II shall be only the fixed amounts specified above for those classifications and no other amounts. Accordingly, it is understood and agreed that the salary for any individual employee when first promoted into a Lieutenant classification is NOT guaranteed to be 5% higher than the employee's former base compensation plus longevity pay (or any other pay they were previously receiving). It is also understood and agreed that after salary placement has been concluded, due to various factors, including but not limited to loss of overtime pay, the individual so promoted may receive less total compensation as a Lieutenant than he or she received in his or her former employment position.
- E.** All employees covered by this MOU shall continue payment of the employee contribution for applicable PERS coverage and retirement. COUNTY shall continue the IRS 414(H)(2) program for all employees covered by this MOU in order to facilitate the employee's PERS contributions and to provide for tax deferred payment of the employee's PERS contributions. (See Article 10(D) also.)
- F.** No other salary increases are included in this MOU, which expires on December 31, 2010.

**ARTICLE 7. HOLIDAY PAY (Terminated 1/1/07)**

Effective and retroactive to January 1, 2007 as stated in the MOU in effect from January 1, 2007 to December 31, 2008, Holiday Pay is eliminated, and covered employees shall instead receive all County Holidays established and enumerated in Chapter 2.68 of the Mono County Code, including personal holidays, on the same terms and conditions generally applicable to the COUNTY's non-safety employees. It is understood and agreed that covered employees shall not be scheduled or expected to work on County Holidays. Nevertheless, unforeseen or exigent circumstances sometimes arise and the COUNTY cannot guarantee that covered employees will never be requested to work on a County Holiday. Like any other County management employee who receives County Holidays, covered employees shall report to work on a County Holiday if and when so ordered by the Sheriff-Coroner or Undersheriff. And in that event, covered employees shall receive additional personal holiday time equal to the time worked on that County Holiday, which additional time must be used before the end of the calendar year in which it is received unless otherwise provided by the COUNTY.

**ARTICLE 8. LONGEVITY PAY (Terminated 12/21/04)**

**ARTICLE 9. SHIFT DIFFERENTIAL PAY (Expired on May 1,1995)**

**ARTICLE 10. PERS RETIREMENT**

- A. The COUNTY and the ASSOCIATION agree that, for purposes of PERS retirement, the "single highest year" shall be used for calculation of covered employees' earnings.
- B. Covered employees shall continue to be enrolled in the PERS Level IV Survivors' Benefit Program (specifically those benefits provided by Government Code section 21574).
- C. Covered employees shall continue to be enrolled in "3% at 50" safety retirement benefits under the COUNTY'S contract with PERS.
- D. All employees covered by this MOU shall continue payment of the employee contribution for applicable PERS coverage and retirement. The COUNTY shall also continue the IRS 414(H)(2) program for all employees covered by this MOU in order to facilitate the employee's PERS contributions and to provide for tax deferred payment of the employee's PERS contributions. (See Article 6(E) also.)

**ARTICLE 11. HEALTH INSURANCE**

- A. Each covered employee and his or her dependents are entitled to health care benefits as provided in this Article and Articles 12 and 13.
- B. "Health care benefits" means the medical, dental, and eye-care benefits provided to covered employees and their dependents by the COUNTY.

**C. Consistent with the COUNTY's prior implementation of CalPERS medical insurance for all covered employees and retirees, the COUNTY shall continue to pay only the statutory amount prescribed by Government Code section 22892 per employee per month for medical insurance, which amount shall not increase.**

**D. Health Care Coverage for Retirees**

- (1) The COUNTY shall continue to pay the statutory amount prescribed by Government Code section 22892 per month for each ASSOCIATION retiree who enrolls in CalPERS medical insurance, regardless of their age or years of continuous service for the COUNTY. A "retiree" is a former COUNTY employee whom CalPERS considers to be a COUNTY retiree/annuitant.**
- (2) Each "retired employee" and one dependent of a retired employee (as defined in the dental and eye-care insurance policies) shall also be given the same dental and eye-care benefits provided to covered employees in A of this Article.**
- (3) "Retired employee" means a former COUNTY employee who was age fifty (50) or older and held permanent employment status on the date of his or her retirement, and who had accrued at least five (5) years continuous service with the COUNTY immediately preceding the date of retirement, or, if the employee was hired after January 1, 1986, who has accrued at least ten (10) years continuous service prior to retirement, or, if the employee was hired after July 1, 1987, who has accrued at least fifteen (15) years continuous service prior to retirement; or, if the employee was hired after January 1, 1996, who was age fifty-five (55) or older and held permanent employment status on the date of retirement and who had accrued at least twenty (20) years continuous service immediately prior to retirement (50 years of age for employees enrolled in local safety 3% at 50 at the time of retirement).**
- (4) Any benefits after retirement under this Section D of Article 11 will be the same as benefits for active employees. In other words, all benefits will change as the benefits of active employees change.**
- (5) The ASSOCIATION represents retirees with respect all matters set forth in this Section D of Article 11 and is primarily responsible for communicating with retirees and addressing any questions they may have regarding this Section.**

**E. Coverage Provider.**

**The COUNTY's current provider or source of medical ("health care") insurance coverage is CalPERS. In the event that COUNTY desires to change said provider during the term of this MOU, the ASSOCIATION agrees to meet and confer in good faith regarding the proposed change. Absent an agreement between COUNTY and ASSOCIATION to change the provider, however, the COUNTY shall not unilaterally make such a change.**

**ARTICLE 12. DENTAL CARE PLAN**

The COUNTY shall implement and extend coverage under the County Dental Plan to all current covered employees and their dependents by the COUNTY with the understanding that COUNTY shall retain total discretion regarding carrier and plan content, and with the further understanding that the County Dental Care Plan as now constituted shall be the minimum base coverage. This coverage shall extend to retired covered employees, together with one dependent of retiree.

**ARTICLE 13. VISION CARE PLAN**

The COUNTY shall implement and extend coverage under Vision Care (Plan C; \$10.00 deductible) to all current covered employees and their dependents by the COUNTY with the understanding that COUNTY shall retain discretion regarding carrier and plan content, and with the further understanding that the County Vision Care Plan as now constituted shall be the minimum base coverage. This coverage shall extend to retired covered employees, together with one dependent of retiree.

**ARTICLE 14. CAFETERIA PLAN**

- A. With respect to any covered employee who is enrolled in CalPERS medical insurance, the COUNTY will contribute into the Cafeteria Plan an amount exactly equal to the PERS Choice premium for the coverage tier in which the employee is enrolled (i.e., single, two party, or family), minus the statutory amount prescribed by Government Code section 22892 paid by the COUNTY directly to PERS on behalf of that employee. The COUNTY will ensure that the amount paid is sufficient to cover the PERS Choice premium regardless of the state or COUNTY in which the employee resides, but in no event will the COUNTY be obligated to pay an amount that would exceed the minimum amount necessary for the COUNTY to ensure coverage for that employee or which would result in that employee receiving cash back.
- B. With respect to any covered employee who is not enrolled in CalPERS medical coverage for their applicable tier, but who provides the COUNTY with proof of medical coverage under an insurance plan providing at least the same level of benefits available from CalPERS under the Cafeteria Plan, the COUNTY shall contribute to the Cafeteria Plan a flat amount per month for that non-enrolled employee exactly equal to the amount then being' contributed by the COUNTY for employees who are enrolled in the "Single" tier of PERS Choice coverage and who reside in the same state and COUNTY as the non-enrolled employee.
- C. The Cafeteria Plan shall include a "cash-back" option to the fullest extent it may be provided without being inconsistent with this MOU or threatening the plan's compliance with applicable laws and without altering COUNTY's obligations under the Fair Labor Standards Act (FLSA). Among other things, the Cafeteria Plan shall specify that an employee may not take cash back unless he or she can provide written proof

of medical insurance coverage under an insurance plan providing at least the same level of benefits available from insurance plans offered through the Cafeteria Plan.

**ARTICLE 15. 401(a) PLAN (Effective August 1, 2001).**

- A. Any member of the ASSOCIATION hired on or after August 1, 2001, shall not be eligible to earn or receive the retirement service benefit provided by Article 16, but shall instead be eligible to receive COUNTY contributions into an Internal Revenue Code Section 401(a) Plan established by the COUNTY, as described more fully below. Any active member of the Association who was hired prior to August 1, 2001, may also elect to receive COUNTY contributions into a Section 401(a) Plan under this Article, but only if he or she agrees to waive and relinquish any present or future rights he or she may have to receive the retirement service benefit by Article 16.**
  
- B. Effective with August 1, 2001, or as soon thereafter as the COUNTY may with due diligence accomplish it, COUNTY shall establish and/or fully implement an Internal Revenue Code Section 401 (a) Plan consistent with this Article. Upon said implementation, COUNTY shall contribute into the Section 401(a) Plan an amount on behalf of each member electing to participate under this Article 15 equal to the amount contributed by that member from his or her own pre-tax salary equal into one of the COUNTY's Section 457 deferred compensation plans or into the 401(a) Plan directly (if made available to employee contributions) but not to exceed 3% of the member's pre-tax salary. Accordingly, if a member contributed a total of 13% of his or her pre-tax salary to a 457 plan, then the dollar amount of the County's 401 (a) contribution would fully match the member's 457 contribution; if a member contributed more than 3% of his or her pre-tax salary to a 457 plan, then the dollar amount of the County's 401 (a) contribution would only be equal to 3% (and not more) of the member's pre-tax salary and would not fully match the member's 457 contribution. The member may direct the investment of said contributions in accordance with the options or limitations provided by the 401(a) Plan. Each such members shall vest – that is, earn the right to withdraw - the COUNTY's contributions into the 401 (a) Plan on their behalf based on years of County service, as set forth more fully below.**
  
- C. The 401(a) Plan implementing this Article shall provide the following schedule of vesting for any participating member to earn and be eligible to withdraw or receive a portion (or in some cases all) of his or her total account value at the time of termination:**

<b>Years of County Service</b>	<b>Portion of Account Value Vested</b>
Less than 1 year	0%
1 year plus 1 day to 2 years	10%
2 years plus 1 day to 3 years	20%
3 years plus 1 day to 4 years	40%
4 years plus 1 day to 5 years	60%
5 years plus 1 day to 6 years	80%
6 years	100%

- D. In addition to and notwithstanding the foregoing, members' options for withdrawing, "rolling over," and otherwise using account money --and the tax consequences of such withdrawals and use -shall be subject to any legal requirements or limitations of Internal Revenue Code Section 401 (a) and any other applicable laws with which the COUNTY and the Plan must comply.**

**ARTICLE 16. RETIREMENT SERVICE (Applicable only to certain employees who retired or were on the COUNTY payroll prior to May 1, 2001).**

- A. Each retired employee who was on the COUNTY payroll prior to May 1, 2001, and was a covered employee at the time of retirement will be eligible for a flexible credit allowance under the COUNTY's Section 125 Cafeteria Plan (see Article 14), unless he or she has at any time prior to retirement opted to participate in the COUNTY's Section 401 (a) Plan (See Article 15).**
- B. "Retired employee" means a former COUNTY employee who was age fifty (50) or older and held permanent employment status on the date of his or her retirement, and who had accrued at least five (5) years continuous service with the COUNTY immediately preceding the date of retirement, or, if the employee was hired after January 1, 1986, who has accrued at least ten (10) years continuous service prior to retirement, or, if the employee was hired after July 1, 1987, who has accrued at least fifteen (15) years continuous service prior to retirement; or, if the employee was hired after January 1, 1996, who was age fifty-five (55) or older and held permanent employment status on the date of retirement and who had accrued at least twenty (20) years continuous service immediately prior to retirement (50 years of age for employees enrolled in local safety 3% at 50 at the time of retirement).**
- C. The amount of the flexible credit allowance shall be computed as follows:**
- (1) If the employee retires after December 31, 1999, then the amount of the flexible credit allowance shall be equal to the monthly amount contributed by the COUNTY per each active employee to the COUNTY's Section 125 Cafeteria Plan (See Article 14), minus the statutory amount prescribed by Government' Code section 22892 per month paid by the COUNTY directly to PERS if the retired employee is enrolled in CalPERS medical insurance, plus the COUNTY contribution toward dental and vision coverage. In other words, the amount of the credit allowance will vary as the County's contribution to the Cafeteria Plan for its active employees varies, and subject to the same limitations or qualifications applicable to active employees, such as whether the retiree is enrolled in CalPERS medical insurance (in which case the credit allowance will be based on the "tier" into which that retiree falls minus the statutory amount prescribed by Government Code section 22892 paid directly by the COUNTY to CalPERS). As with active employees, any retiree who is not enrolled in CalPERS medical insurance but who provides the COUNTY with written proof of comparable insurance shall only receive a credit allowance equal to the amount of the "single" tier contribution. Retired employees governed by this**

paragraph shall be entitled to take cash back from the Cafeteria Plan to the fullest extent it may be provided without being inconsistent with this MOU or threatening the plan's compliance with applicable laws, but as with active employees, the Cafeteria Plan shall specify that a retired employee may not take cash back unless he or she can provide the COUNTY with written proof of medical insurance coverage under an insurance plan providing at least the same level of benefits available from medical insurance plans offered through the Cafeteria Plan.

- (2) If the employee retires before December 31, 1999, then the amount of the flexible credit that he or she is entitled to shall be equal to the amount of money necessary to obtain CalPERS medical insurance for the retired employee and his or her dependent with a level of benefits substantially the same as the employee had on the date of his or her retirement, minus the statutory amount prescribed by Government Code section 22892 per month paid by the COUNTY directly to PERS for such insurance, plus the COUNTY contribution toward dental and vision coverage. In other words, the amount of the credit allowance will vary with changes in the cost of the applicable level of medical insurance. These retired employees must be enrolled in the applicable level of CalPERS medical insurance in order to receive the flexible credit allowance and shall not be entitled under any circumstances to opt for other insurance coverage, no coverage, or reduced coverage in order to receive "unused" cash back from the Cafeteria Plan.

- D. The ASSOCIATION represents all retirees with respect to all matters set forth in this Article 16 and is primarily responsible for communicating with retirees and addressing any questions they may have regarding this Article.

**ARTICLE 17. LONG TERM DISABILITY INSURANCE** (Note: Terminated December 31, 1999, as described more fully below.)

This Article 17 terminated at midnight on December 31, 1999, in exchange for a salary increase then provided, has been included in the monthly salary amounts (base compensation) set forth above.

**ARTICLE 18. FITNESS FOR DUTY**

All Sheriff's Department new hires, as a precondition of employment, shall receive one or more examinations by COUNTY designated physicians to determine their fitness for duty (i.e., their capacity to safely perform the work of their position) as required by Section 1031(f) of the Government Code. In addition, the Sheriff may require any covered employee to submit to examinations by COUNTY designated physicians to evaluate the employee's fitness for duty: (1) whenever circumstances reasonably indicate that the employee may be unfit for duty; and (2) before or after an employee is allowed to return to work following any extended absence due to injury, illness, or a medical condition of the employee (note: for purposes of this provision, calling in sick for three days or less shall not constitute an "extended absence"). (See also Section 1032 of the current Mono County Sheriff's

Department Policies and Procedures, entitled "Fitness For Duty," which is incorporated herein by this reference.)

**ARTICLE 19. CALL-IN Terminated August 1, 2001)**

August 1, 2001, this Article terminated in exchange for the salary increase then provided.

**ARTICLE 20. MERIT LEAVE**

It is understood and agreed that the Lieutenant classifications are exempt from payment of overtime compensation under the Fair Labor Standards Act (FLSA) and will not be paid overtime by the County for hours worked in excess of 40 hours per week. As exempt employees, Lieutenants are expected to efficiently manage time to perform their job duties, and be available for staff, clients and the public. This entails them being potentially available for more than 40 hours per workweek and outside of normal business hours.

In consideration of these expectations, the lack of overtime pay and job complexities, full-time covered employees shall receive eighty hours (80) of merit leave per calendar year. Merit leave is not an hour-for-hour entitlement, but rather is extra time off provided in addition to vacation time, sick leave, etc. The initial award for covered employees when first hired or promoted into a Lieutenant classification shall be prorated based upon the remainder of the calendar year. Notwithstanding the foregoing or the date of final MOU ratification, it shall not add or detract from the eighty (80) hours of merit leave incumbents have already earned for calendar year 2009.

Merit leave does not accrue to a bank and the yearly entitlement must be used within the calendar year it is awarded, or it is lost. There is no carryover of unused merit leave to subsequent year(s) and merit leave has no cash value.

Merit or vacation leave (or sick leave, if applicable) must be used whenever a full-time covered employee works fewer than 80 hours during any two-week period. For most covered employees, a two-week period means fourteen consecutive calendar days beginning on a Sunday; but exempt employees working in offices on a "flex" schedule may count the fourteen days from a day other than Sunday, with approval by the Sheriff-Coroner. Merit leave is used in a manner similar to vacation time. A covered employee will note merit leave taken with an (M) on the time sheet in a manner similar to vacation time taken (V) and sick leave taken (S).

(Note: Former Article 20 entitled "Management Incentive Pay" terminated 12/21/04.)

**ARTICLE 21. UNIFORM ALLOWANCE/MAINTENANCE**

The COUNTY shall continue to provide uniform allowance to covered employees who are on the County payroll as of the date of final MOU ratification of \$500.00 per fiscal year. Any new employees hired between the date of final MOU ratification and June 30, 2009, shall receive uniform allowance of \$500. The uniform allowance shall be payable no later than the 10th of July. Each new employee after July 1, 2009, shall upon employment receive a

**\$500.00 uniform allowance. Should said new employee not complete twelve (12) months of service as a Lieutenant of Mono County, the County may recover \$40.00 per month from the new employee for each month of service not completed up to the 12th month. This sum calculated in accordance with the provisions of this paragraph shall be deducted from said employee's final paycheck.**

**Also as soon as reasonably practicable after the date of final MOU ratification, the COUNTY shall also continue to provide additional uniform maintenance allowance to covered employees who are on the County payroll as of the date of ratification. Effective July 1, 2009, each covered employee shall also be entitled to receive an additional \$500.00 per year, said sum to be designated as uniform maintenance allowance. This maintenance allowance shall be paid on a quarterly basis no later than July 10th, October 10th, January 10th, and April in four (4) equal installments of \$125.00 each. The ASSOCIATION understands that the compensation provided by this Article 22 is taxable and that COUNTY will withhold taxes from said amounts in accordance with applicable state and federal laws (notwithstanding any prior COUNTY practices). All insignia and equipment issued to employees shall be returned to Mono County Sheriff's Department in good condition, ordinary wear and tear excepted, prior to receipt of said employee's final paycheck. Any change or addition to the existing uniform which is ordered by the Sheriff's Department shall be at the County's expense.**

#### **ARTICLE 22. UNIFORM/CLOTHING**

**All clothing damaged within the course and scope of employment shall be replaced or repaired at no cost to the member. The determination as to whether the clothing is replaced or repaired shall be made by the Sheriff.**

#### **ARTICLE 23. EQUIPMENT**

**The COUNTY agrees to provide members with the following equipment, and thereafter replace or repair such equipment when deemed necessary by the department:**

- 1. parka**
- 2. foul weather boots**
- 3. cold weather gloves**
- 4. warm-up pants**
- 5. .snow goggles**
- 6. body armor**
- 7. sunglasses**
- 8. gun**

- 9. holster**
- 10. handcuff case**
- 11. whistle**
- 12. Sam Browne belt**
- 13. baton and holder**
- 14. handcuffs**
- 15. flashlight**
- 16. flashlight batteries**
- 17. flashlight bulbs**
- 18. ammunition**
- 19. raincoat**
- 20. magazine(s)**
- 21. jumpsuit(s), in the discretion of the Sheriff**

**ARTICLE 24. VACATION**

- A. In accordance with the Mono County Code, covered employees shall accrue vacation benefits as follows:**

**Initial Employment..... 80 hours of vacation per year**  
**After 3 years service..... 120 hours of vacation per year**  
**After 10 years service.... 136 hours of vacation per year**  
**After 15 years service.... 152 hours of vacation per year**  
**After 20 years service.... 160 hours of vacation per year**

- B. Notwithstanding anything to the contrary, the maximum number of vacation hours that may be accumulated by any employee as of December the end of the calendar year, shall not exceed two and one-half times the employee's then current annual vacation accumulation as provided in Mono County Code Section 2.68.110(B).**
- C. If a covered employee's total accumulated vacation hours exceeds two and one-half times their annual vacation accumulation on December 31, then their vacation accrual will cease effective January 1, until the employee's accumulation of vacation hours falls at or below two and one-half times their annual accrual (hereinafter "the**

accumulation cap"). Once the covered employee's accumulation of vacation hours falls at or below the accumulation cap, then their accrual of vacation hours will recommence for the remainder of the calendar year.

- D. Any covered employees who have accrued a minimum of 120 vacation hours may, upon written request, be compensated for up to a maximum of 120 hours of accrued vacation time per calendar year, instead of taking that vacation time off. Notwithstanding the foregoing, if a covered employee has made every reasonable effort to their vacation time throughout the year so as to avoid the aforementioned accumulation cap but nevertheless is not allowed by sheriff's department management to do so because of unexpected manpower needs or safety-related requirements, then the covered employee may request to be compensated by the COUNTY for more than 120 hours of time in a calendar year in order bring his or her total accumulated vacation time at or below the cap as of December 31 st

#### **ARTICLE 25. SICK LEAVE**

- A. Every member shall accrue one (1) working day of sick leave with pay for each full calendar month of full-time service, cumulative to a maximum of one hundred (100) working days.
- B. All sick leave accumulated by such member prior to the enactment of the ordinance codified in Chapter 2.68.100 of the County Code shall be carried forward and become a part of any accumulation therein contemplated.
- C. Any such member compelled to be absent on account of injury or illness arising out of and occurring in the course of his County employment may during such absence to apply accrued sick leave on a prorated basis to such absence and receive compensation therefore in the amount equal to the difference between the compensation received by him under the Worker's Compensation Act and his regular County pay, not to exceed the amount of his accrued sick leave. In like manner, he may elect to use his accrued vacation time and accrued time off for overtime after his sick leave is exhausted. (See Labor Code Section 4850 for law enforcement officers, etc.)
- D. Each such member shall accumulate sick leave with pay which shall commence with the first full month of employment, but may not be taken until such member has been employed continuously by the County for six (6) months.
- E. Sick leave may be used by such member for medical appointments of the member and his immediate family only. It may also be used to care for an ill family member.
- F. Any member who is absent from duty three (3) or more consecutive days due to illness may be required to present a doctor's certificate of illness to the Department Head in order to be credited with sick leave. The Department Head shall forward the certificate to the Auditor, as required in Section 2.68.140 of the County Code.

- G. After five (5) or more years of continuous service, any member who retires, resigns, dies or is laid off by County action, shall be paid for three-fourths (3/4) of any accumulated sick leave at his regular rate of pay, subject to a maximum of one hundred (100) or eight hundred (800) hours, said payment to be made to the member or his designated beneficiary.**
- H. After ten (10) or more years of continuous service, any member who retires, resigns, dies or is laid off by County action, shall be paid one hundred percent (100%) of any accumulated sick leave at his regular rate of pay, subject to a maximum of one hundred (100) days, or eight hundred (800) hours, said payment to be made to the member or his designated beneficiary.**
- I. County shall reimburse all covered employees for those number of days accrued sick leave exceeding one hundred (100) days at the employee's established base rate of pay. Said reimbursement is to be calculated as of November 30 each year for the preceding 12 months and is to be paid no later than December 18 of each year.**
- J. Any covered employees who have accrued a minimum of 500 sick leave hours may, upon written request, be compensated for up to a maximum of 300 hours of accrued sick leave per calendar year. A covered employee utilizing this option shall have a minimum balance of 300 accrued hours upon completion of the compensation transaction.**

**ARTICLE 26. BEREAVEMENT LEAVE**

**Whenever any member is compelled to be absent from duty by reason of the death of his or her father, mother, brother, sister, wife, husband, child, grandparent, grandchild, or the mother or father of member's spouse, he or she shall be entitled to be absent, with pay, for not more than five (5) working days.**

**Whenever any member is compelled to be absent from duty by reason of the critical illness of any of the above-named persons, said member shall be entitled to be absent, with pay, for nor more than five (5) working days for each illness or condition.**

**The Sheriff may require confirmation of such critical illness or death within thirty (30) days after said member returns to work, and the Sheriff shall consider such death or illness confirmed should the member produce any public record of such death, or any correspondence or certificate from a licensed physician attending to such critical illness. This provision shall apply to permanent employees and to permanent, part-time employees excepting temporary employees.**

**ARTICLE 27. EDUCATIONAL INCENTIVE PAY (Terminated 1/11/07)**

**ARTICLE 28. EDUCATIONAL INCENTIVE PROGRAM**

**A. Covered employees who wish to enroll in a job-related or promotion-oriented courses shall be reimbursed by the County for allowable expenses related to the courses in an**

amount not to exceed \$700.00 per calendar year. Allowable expenses shall be actually incurred, shall include tuition costs and out-of-pocket expenses for required course material and textbooks, and shall be subject to the following:

- (1) Courses must be taken at or by correspondence from an accredited institution if comparable courses are not offered in local schools or if the work assignment of the individual is such that it does not permit regular classroom. A local school is a school within a fifty (50) mile radius of Bridgeport, California.
  - (2) Employees will not be granted time off from their regular work schedule to attend such courses.
  - (3) Approval for the educational assistance program shall be at the written discretion of the employee's Department Head. Such approval shall be obtained by the employee prior to enrollment. A copy of the written approval shall be filed by the Department Head with the Auditor's office.
  - (4) Required course material and textbooks may be retained by the employee upon satisfactory completion of the course.
- B. Reimbursement shall be made to the employee within fifteen (15) calendar days after presentation to the Auditor's office (With department head approval) of appropriate receipts and proof of completion of the course and a minimum grade of "C" or its equivalent.

#### **ARTICLE 29. ASSOCIATION RELEASE TIME**

The Association President and/or his designated representative shall have reasonable time off for out of County association related matters. The President or representative shall give management two (2) weeks notice prior to taking time off.

#### **ARTICLE 30. MAINTENANCE OF BENEFITS**

This MOU sets forth the full and entire understanding of the parties regarding the matters set forth herein. Any other prior or existing understanding of agreements by the parties regarding the matters set forth herein, whether formal or informal, regarding any such matters, are hereby superseded or terminated in their entirety. Member benefits that are not the subject of this MOU and presently in full force and effect shall not be changed in any fashion, save and except subsequent to the parties meeting and conferring with respect to said benefits.

#### **ARTICLE 31. GRIEVANCE PROCEDURE**

Grievance procedure shall be as provided in Mono County Personnel Ordinance, and specifically Sections 2.68.306, et seq.

**ARTICLE 32. INTERNAL AFFAIRS**

- A. This MOU hereby incorporated, by reference, the provisions of Section 3300 through 3311 of the Government Code of the State of California, which sections are collectively known as the Public Safety Officers' Procedural Bill of Rights Act. Should the sections referenced above be changed, altered or amended, should additional sections' be added or sections repealed, this MOU shall reflect such changes, alterations, amendments, additions, or repeal only upon written consent of the parties hereto.**
- B. Rights under Skelley decision: This MOU hereby incorporates by reference the holding of the California Supreme Court in Skelley v. State Personnel Board, 15 194; 124 Cal.Rptr. 14; 539 Pac.2d 744, it being understood that this decision has reference to the constitutional rights of public employees with respect to punitive and disciplinary action taken against said employees by management. Such rights shall not apply to any at-will Assistant Sheriff.**

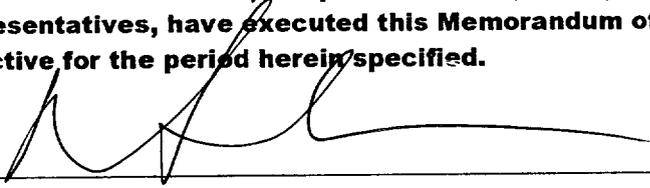
**ARTICLE 33. EMPLOYEE RELATIONS RESOLUTION NO. 76-144**

**The parties mutually recognize and agree that this MOU shall incorporate and make a part hereof all the provisions of Resolution No. 76-144 of the Mono County Board of Supervisors, attached hereto as Exhibit "A," as though set out fully herein, including, but not limited to, all those provisions under Section 5 of said resolution relating to Employee Rights, and Section 6 of said resolution relating to Management Rights. To the extent any conflict arises between the provisions of Resolution No. 76-144 and the provisions of Government Code Sections 3500 et seq. (hereinafter "M.M.B. Act"), the provisions of M.M.B. shall prevail.**

**ARTICLE 34. MISCELLANEOUS**

**Notwithstanding any other provision of this MOU, the ASSOCIATION understands that the COUNTY is currently completing an overhaul of its existing personnel policies and procedures, which it intends to consolidate in one document. The COUNTY and ASSOCIATION will meet and confer during the term of the MOU regarding any and all changes to the COUNTY's personnel policies and procedures rules that the COUNTY (or ASSOCIATION) may wish to make that are not inconsistent with the MOU itself. The meet-and-confer process will commence as soon as reasonably practicable after the date of final MOU ratification (on mutually agreeable dates), once the COUNTY has provided ASSOCIATION with a draft of its revised set of personnel rules, and continue thereafter until it has been completed in accordance with applicable state and local laws.**

**IN WITNESS WHEREOF, the parties hereto, acting by and through their duly authorized representatives, have executed this Memorandum of Understanding with the intent that it be effective for the period herein specified.**

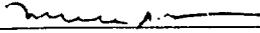
  
\_\_\_\_\_ 8/18/09  
**ROBERT WEBER, MEMBER Mono County Sheriff Department's Management Association**

DAVE O'HARA, MEMBER Mono County Sheriff Department's Management Association



BILL REID, Chair, Mono County Board of Supervisors

APPROVED AS TO FORM:



MARSHALL RUDOLPH  
COUNTY COUNSEL

ATTEST:

