



R22-058

**A RESOLUTION OF THE MONO COUNTY
BOARD OF SUPERVISORS ADOPTING AND APPROVING
A MEMORANDUM OF UNDERSTANDING
BETWEEN THE COUNTY AND THE PARAMEDIC FIRE RESCUE 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 (sections 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, County representatives and the Mono County Paramedic Fire Rescue Association (the "Association") met, conferred, and reached mutually-acceptable terms for a proposed Memorandum of Understanding (MOU), a copy of which is attached hereto as Exhibit A and incorporated herein by this reference; and

NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF MONO RESOLVES that:

SECTION ONE: The proposed Memorandum of Understanding between the County of Mono and the Association, a copy of which is attached hereto as Exhibit A – effective for the period of January 1, 2022, through December 31, 2024 – is hereby ratified, adopted and approved.

SECTION TWO: The terms and conditions of employment set forth in the MOU are hereby prescribed for the employees whose classifications are included in the Association's bargaining unit.

PASSED, APPROVED and ADOPTED this 14th day of June 2022, by the following vote, to wit:

AYES: Supervisors Corless, Duggan, Kreitz, and Peters.

NOES: None.

ABSENT: Chair Gardner.

ABSTAIN: None.

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ATTEST:



Clerk of the Board

Bob Gardner

Bob Gardner (Jun 18, 2022 17:13 PDT)

Bob Gardner, Chair
Mono County Board of Supervisors

APPROVED AS TO FORM:



Stacey Simon (Jun 16, 2022 15:24 PDT)

County Counsel

January 1, 2022-
December 31, 2024

Memorandum of Understanding
between

COUNTY OF MONO

and

MONO COUNTY PARAMEDIC
FIRE RESCUE ASSOCIATION



**COUNTY OF MONO
and the
MONO COUNTY PARAMEDIC FIRE RESCUE ASSOCIATION**

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ARTICLE 1. PURPOSE & 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 employees covered by 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.

B. Definitions

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

1. "Association" means the Mono County Paramedic Fire Rescue Association
2. "County" means the County of Mono.
3. "MOU" means this Memorandum of Understanding between the Association and the County.
4. "Employee" means full-time Mono County EMTs, Advanced EMTs, and Paramedics covered by this MOU. Employee does not include Reserve Employees.
5. "Reserve Employees" means temporary employees and/or retired annuitants whom County may utilize to fill vacant shifts of paramedics and EMTs, as described more fully below. County will consult with Association on training and performance issues pertaining to Reserve Employees.
6. "Base Rate of Pay" means the Employee's current range and step hourly rate of pay as identified in Appendix "A".
7. "Regular rate of pay" means the base hourly rate of pay plus any additional amounts required by the Fair Labor Standards Act (FLSA) to be included in the regular rate, for which the employee qualifies under this MOU.
8. "Post-Retirement Health Beneficiary" means a Retiree who, for purposes of Article 11 of this MOU:
 - a. was hired on or prior to January 1, 1986, and was age fifty (50) or older and held permanent employment status on their date of retirement, and accrued at least five (5) years continuous service with the County immediately preceding their date of retirement, unless they at any time prior to retirement opted to participate in the County's Section 401(a) Plan; or
 - b. was hired after January 1, 1986 and on or before July 1, 1987, was age fifty (50) or older and held permanent employment status on their date of retirement, and accrued at least ten (10) years continuous service with the County immediately

preceding their date of retirement unless they at any time prior to retirement opted to participate in the County's Section 401(a) Plan; or

- c. was hired after July 1, 1987 and on or before March 15, 1996, was age fifty (50) or older and held permanent employment status on their date of retirement, and accrued at least fifteen (15) years continuous service with the County immediately preceding their date of retirement unless they at any time prior to retirement opted to participate in the County's Section 401(a) Plan; or,
 - d. was hired after March 15, 1996, and before February 4, 2003, was age fifty (50) or older and held permanent employment status on their date of retirement and accrued at least twenty (20) years continuous service with the County immediately preceding their retirement, unless they at any time prior to retirement opted to participate in the County's Section 401(a) Plan.
9. "Retiree" means a former County employee whom CalPERS considers to be a County retiree/annuitant but who is not a post-retirement health beneficiary as described above.
10. "Vacant Shift" means any shift requiring backfilling due to the absence of an Employee and shifts in addition to normal staffing including partial shifts.

ARTICLE 2. TERM

The provisions of this MOU shall be effective from January 1, 2022. This MOU shall expire at 12:00 midnight on December 31, 2024.

ARTICLE 3. RECOGNITION

The County recognizes the Association as the sole and exclusive representative for full-time employees of the Mono County Paramedic Fire Rescue Association comprised of the classifications of Emergency Medical Technician, Advanced Emergency Medical Technician, Paramedic I, Paramedic II, Paramedic Training Officer, and Paramedic Station Captain.

ARTICLE 4. NON-DISCRIMINATION AND ASSOCIATION RIGHTS

The County recognizes all legal rights of all Employees, including the right to join and participate in the activities of the Association and to exercise all rights expressly and implicitly described in Section 3500 et seq. of the California Government Code, and the Meyers-Milias-Brown Act. The County shall not intimidate, restrain, coerce, or discriminate against any Employee because of the exercise of any such rights.

There shall be no unlawful discrimination based on an Employee's race, religion, color, national origin, ancestry, sex, age, sexual orientation, marital status, gender identity, gender expression,

genetic characteristics or information, military or veteran's status and/or any other category protected by federal and/or state law. In addition, the County shall not retaliate because of an Employee's opposition to a practice the Employee reasonably believes to constitute employment discrimination or harassment or because of the Employee's participation in an employment investigation, proceeding, hearing or legitimate employee organization activities. Employees who believe they have been harassed, discriminated against, or retaliated against, should report that conduct to the County and the County will investigate those complaints.

ARTICLE 5. HEALTH AND DISABILITY INSURANCE

- A. Employees and their dependents are entitled to the medical, dental and vision benefits as provided in this Article and Articles 6 and 7.
- B. The County contracts with CalPERS medical insurance for all employees. The County shall pay only the statutory amount prescribed by Government Code section 22892 per Employee per month for medical insurance.
- C. The County shall enroll Employees in the State Disability Insurance (SDI) program at County expense. Alternatively, if the Association desires its own disability insurance coverage, the County will contribute its current cost for SDI coverage toward such alternative coverage. When an Employee has filed a disability claim and is receiving disability benefits pursuant to the SDI program, the County shall continue paying:
 - 1. Monthly contributions into the Cafeteria Plan based on the Employee's applicable tier (See Article 8); and
 - 2. The medical portion of Social Security.

ARTICLE 6. DENTAL CARE PLAN

The County shall provide all Employees and their dependents with the County dental plan. The current County dental plan shall be the minimum base coverage.

ARTICLE 7. VISION CARE PLAN

The County shall provide all Employees and their dependents a vision care plan. The current vision care Plan C shall be the minimum base coverage.

ARTICLE 8. CAFETERIA PLAN

- A. For employees enrolled in PERS Platinum, the County will contribute into the Cafeteria Plan an amount equal to eighty percent (80%) of the PERS Platinum health insurance premium for the coverage tier in which the Employee is enrolled, minus the statutory amount prescribed by Government Code section 22892, which the County shall pay directly to PERS.
- B. For Employees enrolled in PERS Gold medical coverage, the County will contribute into the Cafeteria Plan an amount equal to ninety-five percent (95%) of the PERS Gold health insurance 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, which the County shall pay directly to PERS; or
- C. For employees enrolled in PORAC medical coverage, the County will contribute into the Cafeteria Plan an amount equal to ninety-five percent (95%) of the PORAC health insurance 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, which the County shall pay directly to PERS; or
- D. For employees enrolled in medical coverage other than PERS Platinum, Gold or PORAC, the County will contribute into the Cafeteria Plan an amount equal to eighty percent (80%) of the PERS Platinum premium then in effect for the coverage tier in which the Employee is enrolled, minus the statutory amount prescribed by Government Code section 22892, which the County shall pay directly to PERS. Notwithstanding anything to the contrary in this paragraph, under no circumstances shall the Employee contribute less than 5% of the PERS Gold premium then in effect for the coverage tier in which the Employee is enrolled, regardless of the medical coverage selected by the Employee.
- E. The County shall not make any contributions to the Cafeteria Plan for Employees not enrolled in CalPERS or PORAC medical coverage and under no circumstances shall an Employee receive cash back.

ARTICLE 9. 401(a) PLAN

- A. Employees hired on or after February 4, 2003, are not eligible to earn or receive post-retirement health benefits provided by Article 10, but shall instead be eligible to receive County contributions into an Internal Revenue Code Section 401(a) Plan ("401(a) Plan") established by the County, as described more fully below. Any active Employee of the unit who was hired prior to February 4, 2003, may also elect to receive County contributions into a 401(a) Plan under this Article, if he or she waives and relinquishes any present or future rights to receive the post-retirement health benefits provided by Article 10.
- B. The County shall contribute into the 401(a) Plan an amount on behalf of each Employee electing to participate under this Article equal to the amount contributed by that Employee from his or

her own pre-tax salary 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 three percent (3%) of the Employee's pre-tax salary. Accordingly, if an Employee contributes a total of one to three percent (1- 3%) 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 Employee's 457 contribution; if an Employee contributes more than three percent (3%) of his or her pre-tax salary to a 457 plan, then the dollar amount of the County's 401(a) Plan contribution would be three percent (3%) (and not more) of the Employee's pre tax salary and would not fully match the Employee's 457 contribution. The Employee may direct the investment of said contributions in accordance with the options or limitations provided by the 401(a) Plan. The Employee's ability to withdraw the County's contributions into the 401(a) Plan is set forth in paragraph C.

- C. The 401(a) Plan has the following vesting schedule for participating Employees to earn and be eligible to withdraw or otherwise receive a portion (or in some cases all) of his or her total account value at the time of termination:

<u>Years of County Service</u>	<u>Portion of Account Value Vested</u>
Less than 1 year	0 percent
1 year plus 1 day to 2 years	10 percent
2 years plus 1 day to 3 years	20 percent
3 years plus 1 day to 4 years	40 percent
4 years plus 1 day to 5 years	60 percent
5 years plus 1 day but less than 6 years	80 percent
6 years or more	100 percent

- D. In addition to and notwithstanding the foregoing, Employees' 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 10. RETIREMENT BENEFITS

A. Retirees

Retirees hired on or after February 4, 2003, who enroll in CalPERS medical insurance or who have relinquished their rights to receive post-retirement health benefits under Article 9, shall receive only the statutory amount prescribed by Government Code section 22892 per month paid directly by the County to PERS.

B. Post-Retirement Health Beneficiaries

1. Not Medicare-Eligible: Post-Retirement Health Beneficiaries who are not yet eligible for Medicare who enroll in CalPERS medical insurance shall receive a flexible credit allowance paid through the County's cafeteria plan equal to the amount paid into the cafeteria plan for Employees under Article 8. This amount does not include the statutory amount prescribed by Government Code section 22892 per month paid by the County

directly to PERS. In other words, the amount of the flexible credit allowance will vary as the County's contribution to the Cafeteria Plan for Employees varies and is subject to the same limitations or qualifications applicable to Employees, (e.g., whether the Post-Retirement Health Beneficiary is enrolled in CalPERS medical insurance, the plan selected and the "tier" into which that Post-Retirement Health Beneficiary falls).

2. Medicare-Eligible: Post-Retirement Health Beneficiaries who are eligible for Medicare who enroll in CalPERS medical insurance shall receive a flexible credit allowance paid through the County's cafeteria plan equal to the monthly amount of the PERS Choice Medicare Supplement premium or the monthly premium amount of the plan in which the Post-Retirement Health Beneficiary is enrolled, whichever is less, based on the residency and coverage tier in which the Post-Retirement Health Beneficiary is enrolled, minus the statutory amount prescribed by Government Code section 22892 per month paid by the County directly to PERS.
3. Partially Medicare-Eligible: In the event a Post-Retirement Health Beneficiary and their dependent are not both Medicare-eligible, then the eligible individual shall enroll in Medicare and payment through the cafeteria plan shall not exceed the amount described in A.2.
4. Dental and Eye-Care: Post-Retirement Health Beneficiaries and one dependent (as defined in the dental and eye-care insurance policies) shall also be given the same dental and eye-care benefits provided to Employees in Articles 6 and 7.

ARTICLE 11. VACATION ACCUMULATION

A. Accumulation/ Accrual

Because Employees work 24-hour shifts (or "days") vacation accrual for Employees shall not be as provided in Mono County Personnel Rules section 260. Employees shall accrue vacation as follows:

<u>Years of Service</u>	<u>Annual Accrual</u>	<u>Monthly Accrual</u>
0 - 3	112 hours	9.33 hours
3-10	168 hours	14.00 hours
10-15	191 hours	15.92 hours
15-20	213 hours	17.75 hours
20+	224 hours	18.67 hours

B. Compensation

An Employee who has accrued a minimum of 80 vacation hours may, upon written request, be compensated for up to a maximum of 40 hours of accrued vacation time per calendar year, instead of taking that vacation time off.

C. Maximum Accrual

The maximum number of vacation hours that may be accumulated by any Employee as of December 31st of any year is 400 hours ("Accrual Cap"). Employees shall not accrue any vacation hours upon reaching the Accrual Cap. Employees will have the option to make an irrevocable election to cash out

up to 40 hours of vacation leave on an annual basis. To be eligible for annual vacation leave cash out, the employee must have used 48 hours of vacation leave in the prior 12 months. Those employees who have over 400 hours of vacation leave as of the date of the ratification of this MOU shall be cashed out to 400 hours.

ARTICLE 12. SICK LEAVE

- A. Full-time Employees will accrue 11.2 hours of sick leave each month.
- B. Employees hired prior to July 1, 2016, may convert up to one year of unused sick leave to PERS service credit upon separation from employment with the County, as permitted by California Government Code Section 20965 or successor section. Alternatively, Employees may be compensated for up to 960 hours of accrued sick leave upon separation from County employment as follows:
 - 1. If the Employee has worked for the County less than five (5) years, or elects to apply sick leave toward PERS service credit as provided for above, no amount shall be paid for accrued sick leave.
 - 2. If the Employee has worked for the County more than five (5) years, but less than ten (10) years, then the Employee shall be paid fifty percent (50%) of the dollar value of the accrued sick leave, not to exceed 960 hours.
 - 3. If the Employee has worked for the County more than ten (10) years, then the Employee shall be paid one hundred percent (100%) of the dollar value of the accrued sick leave, not to exceed 960 hours.
 - 4. If the Employee is terminated by reason of layoff, the Employee shall be paid one hundred percent (100%) of the dollar value of the accrued sick leave, up to 960 hours, regardless of how long the Employee has worked for the County.
 - 5. The dollar value of the Employee's accrued sick leave shall be based upon the Employee's base rate of pay on the date of separation.
- C. Employees hired on or after July 1, 2016, may convert unused sick leave to PERS service credit upon separation from employment with the County, as permitted by California Government Code Section 20965 or successor section. These Employees shall not have the option of cash payment for accrued sick leave.

ARTICLE 13. BEREAVEMENT AND CRITICAL ILLNESS LEAVE

Employees shall be allowed bereavement leave and critical illness leave in conformity with Mono County Personnel System, Paramedic Association, Rules 290 and 300. However, instead of receiving

a maximum of five 8-hour "working days" of leave, each Employee shall receive two 24-hour shifts of leave per calendar year.

ARTICLE 14. LONGEVITY COMPENSATION

Employees hired before January 1, 2013, shall receive longevity pay of 6.5% of base pay after twelve years of continuous County service. The total amount of longevity pay received by any Employee shall not exceed 6.5% of base pay (i.e., if the Employee currently receives 2.5% longevity, then after twelve years of service, that Employee shall receive an additional 4% longevity pay).

ARTICLE 15. ASSUMING DUTIES ENTAILING GREATER RESPONSIBILITY

- A. If an Employee assumes the duties of a position entailing greater responsibility than his or her presently assigned position, that Employee shall receive a five percent (5%) increase in pay, or the same rate of pay due the "A" step of the higher classification, whichever is higher, during the time the Employee carries out the other duties.
- B. This Article applies only when all of the following conditions occur:
1. The Employee received written direction to assume the other duty by the EMS Chief or designee;
 2. The assumption of duties entailing greater responsibility must be taken for a period of one full-time week (i.e., 56 hours) before this Article applies. The initial full-time work week shall not be included in the increased pay calculations; and
 3. The position assumed has a job description in the most recent job classification and salary survey adopted by the County Board of Supervisors.
- C. Pursuant to Government Code Section 20480, no Employee may assume the duties of a position entailing greater responsibility for more than 960 hours in any fiscal year.

ARTICLE 16. RELEASE TIME

- A. The Association President and designee shall have reasonable time off for Association matters (not to exceed a total of three (3) persons), with the approval of the EMS Chief. The President or designees shall give management two (2) weeks' notice, or a reasonable amount of notice as approved by the EMS Chief, prior to taking time off.
- B. The County agrees that Association members on duty may attend semi annual Association membership meetings during working hours without loss of pay provided:

1. Attendance is verified by signature roster prepared and certified by the Association Secretary;
2. Attendance during working hours without loss of pay will be limited to two (2) hours per meeting;
3. The Employee's absence from work will not result in the lack of minimum coverage of functions as determined by the EMS Chief.

ARTICLE 17. SHIFT TRADING

The County allows shift trading in accordance with the Shift Trading Policy developed by the EMS Chief, dated November 2018. If the EMS Chief determines that the November 2018, Shift Trading Policy should be amended in a manner which causes the proposed amendment to fall within the meet and confer requirements of the Myers-Milias-Brown Act, the County will meet and confer with the Association regarding the proposed amendment.

ARTICLE 18. OVERTIME

- A. All Employees shall be paid premium pay and/or overtime in accordance with Fair Labor Standards Act (FLSA) requirements for hours worked in excess of forty (40) hours per week.
- B. Employees' normal full-time work schedule shall continue to be two consecutive twenty-four-hour shifts (48 hours) followed by 96 hours (four days) of regular time off. Thus, each normal work week includes regular compensation plus some scheduled overtime ("FLSA premium pay"), all of which is reportable compensation to CalPERS.
- C. Use of vacation time, sick leave, and compensatory time off (CTO) during an Employee's normal work schedule (as discussed above in paragraph A) shall be considered hours worked only for the limited purpose of calculating scheduled overtime ("FLSA premium pay") with respect to that normal work schedule. Use of leave and CTO time shall not be considered hours worked in determining whether an employee must be paid overtime on hours worked in addition to their normal schedule.

ARTICLE 19. EQUIPMENT AND WORKSITE SAFETY

A. Equipment

1. The County shall provide Employees with the following equipment, and replace or repair such equipment when deemed necessary by the County:
 - a. Shoulder patches, name tag, and badge.
 - b. Cold weather gear: jacket, pants, hat, boots, gaiters, gloves, pack and goggles.
 - c. Rescue gear: jacket, pants, boots, hood, gloves, safety glasses and helmet.

2. All equipment issued to Employees shall remain the property of the County and shall be properly inventoried. Employees shall return assigned insignia and equipment upon termination from County employment. Safety and weather protection equipment shall be issued only to persons required to work under conditions necessitating such equipment. Previously-issued equipment shall be returned by the employee to whom it was issued prior to the assignment of replacement equipment. Employees shall be responsible for the care and maintenance of all issued equipment and for the cost of replacement of lost equipment. County will repair, or replace as necessary, equipment damaged or lost within the course and scope of employment. In addition, the County will maintain a pool of equipment to be available for use by part-time, temporary and reserve employees when they are assigned to work open shifts. One of each of the items listed above will be made available to such Employees.

B. Worksite Safety

1. The County shall provide reasonable safety programs and annual on-site safety inspections to assure safe worksites for County employees. Department heads shall schedule the safety programs and annual on-site worksite inspections. Written complaints shall be filed with the EMS Chief or their designee and copies shall be transmitted by Employees who file them to the President of the Association. Should a complaint be unresolved by the EMS Chief or their designee, an appeal of the matter shall be heard by the Worksite Safety Advisory Committee, which shall make its recommendation to the Board of Supervisors for a final decision.
2. The Worksite Safety Advisory Committee will be established as the need arises, and will consist of the County's designated risk manager, one member designated by the Association, and one member appointed by the other two members.

ARTICLE 20. UNIFORM ALLOWANCE, STANDARDS AND REPLACEMENT

- A. Each Employee shall receive an annual uniform allowance of \$750 to cover uniform acquisition. Each new Employee shall upon employment receive a one-time advanced payment of \$375 out of the annual allowance for uniform acquisition. Should a new Employee not complete the remaining portion of the fiscal year as an EMT or Paramedic of Mono County, the County may recover \$30.00 per month from the new Employee for each month of said fiscal year not completed. This amount shall be deducted from said Employee's final paycheck. Association understands that the compensation provided by this Article 20 is taxable and that County will withhold taxes from said amounts in accordance with applicable state and federal laws. With the exception of the one-time new Employee payment, the uniform allowance shall be paid in equal installments with the Employee's normal payroll check.
- B. Uniform items and standards shall be as set forth in the "Uniform Standards" standard operating procedure developed by the EMS Chief, dated November 2018. This standard operating procedure may be changed from time to time in the County's sole discretion provided it does not

impose any increased costs to Employees.

- C. All uniform items damaged within the course and scope of employment shall be replaced or repaired at no cost to the Employee. The determination of whether a uniform item is replaced or repaired shall be made by the EMS Chief or designee.
- D. All insignia and equipment issued to Employees shall be returned to Mono County in good condition, ordinary wear and tear excepted, prior to receipt of the Employee's final paycheck. Any change or addition to the existing uniform which is ordered to take effect immediately by the County shall be at the County's expense.

ARTICLE 21. TRAVEL TIME

Travel time to and from work does not constitute hours worked. This is true whether the Employee works at a fixed location or at different job sites. Time spent traveling during the workday must be counted as hours worked when it is related to the Employee's job and performed pursuant to the County's instruction. Further, travel time that occurs in addition to regular working hours is considered hours worked if it is performed pursuant to County's instructions, whether or not the Employee is operating a vehicle or riding as a passenger. See Article 22 for travel to continuing education classes required for maintenance of Employees' licenses.

ARTICLE 22. LICENSING

- A. Employees shall meet and maintain any licensing requirements imposed by state law or regulatory agencies with respect to their employment positions. The County shall (1) pay for or reimburse Employee for course fees pre-approved by the Department Head in writing upon submission of an invoice or other documentation acceptable to the Finance Director; (2) Pay for or reimburse an Employee's applicable license renewal fee(s).
- B. In the event and to the extent that County directs an Employee to attend a particular class or training, time spent attending that class or training shall be considered "hours worked." Time spent traveling to the location of a class or training shall not be considered "hours worked" unless it occurs during the Employee's regular shift or is otherwise required to be treated as hours worked under the Fair Labor Standards Act (FLSA).

ARTICLE 23. REQUIRED PHYSICAL EXAMINATIONS

When a physical examination is required for any reason related to the performance of an Employee's duties, the examination shall be provided by a medical doctor designated by the County at the County's expense. The examination shall be performed during the Employee's regular work hours without any deduction in pay.

ARTICLE 24. PERS BENEFITS

Retirement Tier 1 – Safety Members hired before January 2, 2007, shall receive the 3% @ 50 retirement formula, highest twelve (12) month average final compensation period, the Fourth Level of the 1959 Survivor's Benefit, Unused Sick Leave Option, and a two percent (2%) retirement Cost of Living Adjustment (COLA). These Safety Members shall pay the entire nine percent (9%) of the CalPERS employee contribution on a pre-tax basis.

Retirement Tier 2 – Safety Members hired from January 2, 2007 through December 31, 2012, shall receive the 2% @ 50 retirement formula, highest twelve (12) month average final compensation period, the Fourth Level of the 1959 Survivor's Benefit, Unused Sick Leave Option, and a two percent (2%) retirement Cost of Living Adjustment (COLA). These Safety Members shall pay the entire nine percent (9%) of the CalPERS employee contribution on a pre-tax basis.

Retirement Tier 3 – New Safety Members, as defined by CalPERS, hired on or after January 1, 2013, shall receive the 2.7% @ 57 retirement formula, highest thirty-six (36) month average final compensation period, the Fourth Level of the 1959 Survivor's Benefit, Unused Sick Leave Option, and a two percent (2%) retirement Cost of Living Adjustment (COLA). These Safety Members shall pay half the total normal cost of the retirement plan as determined annually by CalPERS on a pre-tax basis.

Effective the first full pay period following ratification of the MOU, classic members' employee contribution shall be 12% through section 20516(f) cost sharing; and new members' employee contribution shall be 50% of normal cost or 12% through section 20516(f) cost sharing, whichever is more.

The above information is presented for ease of Employee reference. If PERS benefits differ from the above or change, the actual PERS benefits control.

ARTICLE 25. SALARY

- A. The Salary schedule for the Emergency Medical Technician (EMT) classification shall consist of two (2) steps; and for the Paramedic I, Paramedic II, Training Officer and Station Captain classifications shall consist of five (5) steps. Each step shall be equivalent to five percent (5%) above the prior step. Advancement of steps shall be automatic upon the Employee's anniversary date and a satisfactory annual evaluation. No time worked while step increases have been frozen, either pursuant to a previously adopted MOU and/or any imposed terms and conditions, shall be counted for purposes of determining any step increases provided pursuant to this MOU.
- B. All Employees are required to utilize direct deposit of their payroll checks.
- C. Station Captain: The Base Rate of Pay of an Employee promoted to Station Captain shall be fifteen percent (15%) above the Base Rate of Pay of the Employee at the time they are promoted.

- D. Acting Captain: Employees meeting the qualifications and requirements set forth by the EMS Chief for Acting Captain shall receive an additional five percent (5%) above their Base Rate of Pay for all hours worked as Acting Captain as assigned by the EMS Chief.
- E. Advanced EMT Certification: Full-time EMT Employees who possess an ICEMA Advanced EMT Certificate shall receive an additional five percent (5%) of their Base Rate of Pay.
- F. There shall be cost of living adjustments (COLAs) during the term of this MOU as follows:
 - Effective January 1, 2022, all Employees shall receive a four percent (4%) increase in their Base Rate of Pay.
 - Effective January 1, 2023, all Employees shall receive a three percent (3%) increase in their Base Rate of Pay.
 - Effective January 1, 2024, all Employees shall receive a three percent (3%) increase in their Base Rate of Pay.

ARTICLE 26. HOLIDAY PAY

- A. In lieu of receiving holidays off, Employees shall receive holiday in lieu pay in the amount of eight percent (8%) of their Base Rate of Pay.
- B. Holidays have been eliminated from the work schedule, save and except one personal holiday (24 hours) which will be paid. Any overtime work which falls on regular days off which is coincidentally a calendar holiday, shall be paid at the overtime rate.

ARTICLE 27. EDUCATION INCENTIVE

- A. Educational Incentive Program The intent of this program is to allow Employees to seek continuing education which may or may not be job specific. This program shall not be available or utilized to fund an Employee's license/certification expenses; said expenses are addressed exclusively through Article 24 (Certification; Stipend). Specifically, Employees who wish to enroll in continuing education courses shall be reimbursed by the County for allowable expenses related to the course 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 a certified training institute, or 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 attendance.
 - 2. Employees will not be granted time off from their regular work schedule to attend such courses, unless approved by the County Administrative Officer.

3. Approval of the educational incentive program shall be at the written discretion of the EMS Chief. Such approval shall be obtained by the Employee prior to enrollment. A copy of the written approval shall be filed by the EMS Chief with the Auditor's Office.
4. Required course material and textbooks may be retained by the Employee upon satisfactory completion of the course.
5. Reimbursement shall be made to the Employee within fifteen (15) calendar days after presentation to the Auditor's Office of appropriate receipts and proof of completion of the course and a minimum grade of "C" or its equivalent.

B. Instructor Stipend Any Employee who is selected by the EMS Chief to teach a training course, while not on a regularly scheduled shift, as part of their job duties shall receive an instructor stipend of seventy-five (\$75), plus overtime at the FLSA rate for all overtime hours worked.

ARTICLE 28. CALL-BACKS, PARTIAL SHIFTS, VACANT SHIFTS, AND FORCE-HIRES

- A. Call Backs An Employee called in to work at any time other than scheduled working hours shall be paid for a minimum of two (2) hours. Should the duration of the call-back exceed two (2) hours, the Employee shall receive credit for the actual time worked. The provisions of this article shall not apply to extended shifts for actual time worked.
- B. Partial and Vacant Shifts Partial and vacant shifts shall be assigned in accordance with the "Shift Trades" standard operating procedure developed by the EMS Chief, dated November 2018. If the EMS Chief determines that the November 2018, SOP should be amended in a manner which causes the proposed amendment to fall within the meet and confer requirements of the Myers-Milias-Brown Act, the County will meet and confer with the Association regarding the proposed amendment.
- C. Force-Hires Notwithstanding any provision to the contrary, any Employee directed to work on a scheduled day off and any Employee required to continue working a shift or part of a shift immediately after working the previous shift, shall be paid at the one and one-half overtime rate.

ARTICLE 29. COMPENSATORY TIME

Employees may not accumulate compensatory time. For any compensatory time an Employee earned prior to this MOU, said compensatory time shall be utilized by the Employee as provided for by the FLSA, and otherwise may be purchased by the County in forty (40) hour increments on December 31st of each year following implementation of this MOU.

ARTICLE 30. STATION ASSIGNMENTS

County shall have the management right to determine and adjust station assignments at any time, in its sole discretion and notwithstanding any provision of this Article or any past practice to the contrary. Any such change in an Employee's station assignment does not constitute disciplinary action and may not be appealed. In no event shall a change in an Employee's station assignment, whether temporary or permanent, entitle the Employee to compensation for any additional miles driven or time spent commuting to the new station. Notwithstanding the foregoing, County recognizes that Employees have an interest in station placements. In instances where County finds that it does not have a management need to exercise its right to determine and adjust station assignments, the County shall allow any open station assignment to be filled by the seniority bid process. Only Employees with an overall "competent" or "meets standards" evaluation as measured by the last annual performance evaluation will be guaranteed a seniority bid. Upon request, County shall consult with Association prior to any management decision related to station assignments; County shall not make such decisions arbitrarily or capriciously.

ARTICLE 31. LABOR CODE 4850

The County agrees to continue treating Paramedics and EMTs as if they are eligible for benefits under Section 4850.

ARTICLE 32. PROBATIONARY PERIOD

The probationary period for Employees and other County employees is currently governed by Mono County Personnel System Section 180. Notwithstanding the foregoing or any contrary provision of the Mono County Code or the County's Personnel Policies and Procedures, any probationary Employee in the job classification currently known as Paramedic-I who is otherwise deemed qualified by the County to be promoted to the classification of Paramedic-II shall not be rendered ineligible for such a promotion solely because of his or her probationary status nor shall such a promotion (if any) affect the duration of the initial probationary period. This paragraph shall not be construed as entitling any Employee to a promotion and the County reserves its management rights to determine the fitness, eligibility, and qualification of any individual to be promoted.

ARTICLE 33. MISCELLANEOUS PROVISIONS

A. Entire Agreement This MOU contains all the covenants, stipulations and provisions agreed by the parties. All items relating to wages, hours and other terms and conditions of employment not covered by the MOU shall remain the same for the term of this MOU. Therefore, except by mutual agreement of the parties or as specifically provided otherwise herein, for the life of the MOU, neither party shall be compelled to bargain with the other concerning any mandatory bargaining issue whether or not the issue was specifically bargained for prior to the execution of the MOU. There shall be no changes to the Personnel Rules which affect negotiable wages,

mutual agreement of the parties or as specifically provided otherwise herein, for the life of the MOU, neither party shall be compelled to bargain with the other concerning any mandatory bargaining issue whether or not the issue was specifically bargained for prior to the execution of the MOU. There shall be no changes to the Personnel Rules which affect negotiable wages, hours, terms or conditions of employment without compliance with the Myers-Milias Brown Act's meet-and-confer requirements. This MOU shall remain in full force and effect until a new MOU is ratified or the County imposes its last, best and final proposal.

B. Personnel Rules (Personnel System) and SOPs The Parties have met and conferred on amendments to the Personnel Rules which are adopted contemporaneously with this MOU and the standard operating procedures (SOPs) referenced herein.

ARTICLE 34. NON-SEVERABILITY

Should any section, clause, or provision of the Memorandum of Understanding be declared illegal by final judgment of a court of competent jurisdiction or invalid by CalPERS, such invalidation of such section, clause, or provision shall not invalidate the remaining portions thereof, and such remaining portions shall remain in full force and effect. Upon such invalidation, the parties agree immediately to meet and confer on substitute provision for such parts or provisions rendered or declared illegal or an unfair labor practice.

In witness thereof, the parties hereto, acting by and through their duly authorized representatives, have executed this Memorandum of Understanding.

For the County of Mono

Bob Gardner
Bob Gardner (Jun 18, 2022 17:13 PDT)

Bob Gardner
Chair, Mono County Board of Supervisors

For the Mono County PFRA

Bryan Bullock

Bryan Bullock
President
Mono County PFRA

Approved as to Form:

Stacey Simon
Stacey Simon (Jun 16, 2022 15:24 PDT)

Stacey Simon
County Counsel

Stacie Casabian

Stacie Casabian
Mono County PFRA Negotiator

MONO COUNTY SALARY SCHEDULE
Paramedic Fire Rescue Association (PFRA)
Effective January 1, 2022

POSITION TITLE	GRADE	STEPS				
		A	B	C	D	E
Emergency Medical Technician	40					
<i>Annual</i>		Not Applicable			\$45,501.00	\$47,776.00
<i>Hourly</i>					\$15.6253	\$16.4066
<i>Annual Regular OT</i>	\$6,500.14				\$6,825.14	
Paramedic I	50	\$50,329.00	\$52,845.00	\$55,487.00	\$58,261.00	\$61,174.00
<i>Hourly</i>		\$17.2833	\$18.1473	\$19.0546	\$20.0072	\$21.0076
<i>Annual Regular OT</i>		\$7,189.85	\$7,549.28	\$7,926.71	\$8,322.99	\$8,739.13
Paramedic II	54	\$55,536.00	\$58,313.00	\$61,229.00	\$64,290.00	\$67,505.00
<i>Hourly</i>		\$19.0714	\$20.0251	\$21.0264	\$22.0776	\$23.1817
<i>Annual Regular OT</i>		\$7,933.71	\$8,330.42	\$8,746.99	\$9,184.28	\$9,643.56
Training Officer	56	\$61,090.00	\$64,145.00	\$67,352.00	\$70,720.00	\$74,256.00
<i>Hourly</i>		\$20.9787	\$22.0278	\$23.1291	\$24.2857	\$25.5000
<i>Annual Regular OT</i>		\$8,727.13	\$9,163.56	\$9,621.70	\$10,102.85	\$10,607.99
Station Captanon	58	\$63,859.00	\$67,052.00	\$70,405.00	\$73,925.00	\$77,621.00
<i>Hourly</i>		\$21.9296	\$23.0261	\$24.1775	\$25.3863	\$26.6556
<i>Annual Regular OT</i>		\$9,122.71	\$9,578.85	\$10,057.85	\$10,560.70	\$11,088.70

Regular Overtime - 16 hours per week, calculated as an annual amount and paid in equal amounts over 26 bi-weekly periods using the following formula:
 (hourly rate x .50) x 832
 Annual salary is Hourly rate X 2912

MONO COUNTY SALARY SCHEDULE
Paramedic Fire Rescue Association
(PFRA)) Effective January 1, 2023

Effective January 1, 2023, all classifications receive a COLA of 3%.

POSITION TITLE	GRADE	STEPS				
		A	B	C	D	E
Emergency Medical Technician	40					
<i>Annual</i>		Not Applicable			\$46,866.00	\$49,209.00
<i>Hourly</i>					\$16.0941	\$16.8987
<i>Annual Regular OT</i>	\$6,695.14				\$7,029.85	
Paramedic I	50	\$51,839.00	\$54,430.00	\$57,152.00	\$60,009.00	\$63,009.00
<i>Annual</i>		\$17.8019	\$18.6916	\$19.6264	\$20.6075	\$21.6377
<i>Hourly</i>		\$7,405.56	\$7,775.71	\$8,164.56	\$8,572.71	\$9,001.28
<i>Annual Regular OT</i>						
Paramedic II	54	\$57,202.00	\$60,062.00	\$63,066.00	\$66,219.00	\$69,530.00
<i>Annual</i>		\$19.6435	\$20.6257	\$21.6573	\$22.7400	\$23.8771
<i>Hourly</i>		\$8,171.71	\$8,580.28	\$9,009.42	\$9,459.85	\$9,932.85
<i>Annual Regular OT</i>						
Training Officer	56	\$62,923.00	\$66,069.00	\$69,373.00	\$72,842.00	\$76,484.00
<i>Annual</i>		\$21.6082	\$22.6885	\$23.8231	\$25.0144	\$26.2651
<i>Hourly</i>		\$8,988.99	\$9,438.42	\$9,910.42	\$10,405.99	\$10,926.27
<i>Annual Regular OT</i>						
Station Captanon	58	\$65,775.00	\$69,064.00	\$72,517.00	\$76,143.00	\$79,950.00
<i>Annual</i>		\$22.5876	\$23.7170	\$24.9028	\$26.1480	\$27.4554
<i>Hourly</i>		\$9,396.42	\$9,866.28	\$10,359.56	\$10,877.56	\$11,421.42
<i>Annual Regular OT</i>						

Regular Overtime - 16 hours per week, calculated as an annual amount and paid in equal amounts over 26 bi-weekly periods using the following formula:
 (hourly rate x .50) x 832.

MONO COUNTY SALARY SCHEDULE
Paramedic Fire Rescue Association (PFRA)
Effective January 1, 2024

Effective January 1, 2024, all classifications receive a COLA of 3%.

POSITION TITLE	GRADE	STEPS				
		A	B	C	D	E
Emergency Medical Technician	40					
<i>Annual</i>		Not Applicable			\$48,272.00	\$50,685.00
<i>Hourly</i>					\$16.5769	\$17.4056
<i>Annual Regular OT</i>	\$6,895.99				\$7,240.71	
Paramedic I	50	\$53,394.00	\$56,063.00	\$58,867.00	\$61,809.00	\$64,899.00
<i>Hourly</i>		\$18.3359	\$19.2524	\$20.2153	\$21.2256	\$22.2867
<i>Annual Regular OT</i>		\$7,627.71	\$8,008.99	\$8,409.56	\$8,829.85	\$9,271.28
Paramedic II	54	\$58,918.00	\$61,864.00	\$64,958.00	\$68,206.00	\$71,616.00
<i>Hourly</i>		\$20.2328	\$21.2445	\$22.3070	\$23.4224	\$24.5934
<i>Annual Regular OT</i>		\$8,416.85	\$8,837.71	\$9,279.71	\$9,743.70	\$10,230.85
Training Officer	56	\$64,811.00	\$68,051.00	\$71,454.00	\$75,027.00	\$78,779.00
<i>Hourly</i>		\$22.2565	\$23.3692	\$24.5378	\$25.7648	\$27.0532
<i>Annual Regular OT</i>		\$9,258.71	\$9,721.56	\$10,207.70	\$10,718.13	\$11,254.13
Station Captanon	58	\$67,748.00	\$71,136.00	\$74,693.00	\$78,427.00	\$82,349.00
<i>Hourly</i>		\$23.2651	\$24.4286	\$25.6501	\$26.9323	\$28.2792
<i>Annual Regular OT</i>		\$9,678.28	\$10,162.28	\$10,670.42	\$11,203.85	\$11,764.13

Regular Overtime - 16 hours per week, calculated as an annual amount and paid in equal amounts over 26 bi-weekly periods using the following formula:
 (hourly rate x .50) x 832